



TOWN COUNCIL REGULAR MEETING 7/18/2023

JULY 18, 2023 at 6:00 PM

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

AGENDA

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Jerry Fluty __Councilman Jacob Fluty

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- [3\)](#) Approval of the special meeting minutes of June 11, 2023
- [4\)](#) Approval of the regular minutes of June 20, 2023

APPROVAL OF THE BILLS

- 5) Deposits - \$460,153.19
- [6\)](#) Accounts Payable - \$57,873.66
- [7\)](#) Payroll - \$38,484.98
- [8\)](#) Transmittals - \$62,478.55

CORRESPONDENCE

- [9\)](#) U.S. Department of Homeland Security - FEMA Appeal Start

ITEMS FROM THE PUBLIC

- 10) Extension for Permit for Camper - David Lindsey
- 11) Nansa Jansa
- 12) Scott Kerbs - Hugus Ditch

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

- [13\)](#) Special Events Permit - Mother Mountain Anglers 8/5/23
- [14\)](#) Special Events Application - 12th Girls Night Out 8/19/23
- [15\)](#) WAM Invoice - \$2,284
- [16\)](#) PineCove Phish Threat Quote
- [17\)](#) 2021 Financial Audit Findings

Police Department

[18\)](#) Motorola Service Agreement

Fire Department**Recreation Department**

[19\)](#) Approve Personal Purchase of Pickleball Equipment - \$28.39

[20\)](#) Pickleball T-shirts - \$741

[21\)](#) Pickleball Tournament Special Events Application Modification

Department of Public Works

[22\)](#) Lewis & Lewis Pay Estimate #6 - \$53,452.49

[23\)](#) Ardurra Invoice - \$1,117.50

REPORTS FROM BOARDS AND COMMISSIONS**Community Center Joint Powers Board**

Next meeting is August 14, 2023 at 4:30 PM at the PVCC

[24\)](#) PVCC MOU

Water and Sewer Joint Power Board

Next meeting is August 9, 2023 at 6:00 PM at the PVCC

[25\)](#) SCCIJPB Invoice - \$12,000

[26\)](#) SCCIJPB Invoice - \$7,160.66

Planning Commission

Next meeting is August 8, 2023 at 5:30 PM at the Town Hall Council Chambers

Recreation Commission

Next meeting is August 7, 2023 at 6:00 PM at the Town Hall Council Chambers

[27\)](#) 2023 Season Pool Rates Amendment

Saratoga Airport Advisory Board

Next meeting is August 14, 2023 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is August 21, 2023 at 6:00 PM at Riverside Town Hall

[28\)](#) Invoice for Ambulance Services - \$14,467.00

NEW BUSINESS**EXECUTIVE SESSION**

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

FURTHER BUSINESS**ADJOURNMENT**

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, AUGUST 1, 2022 AT 6:00 PM.**



TOWN COUNCIL SPECIAL MEETING 7/11/23 JULY 11, 2023 at 1:00 PM

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

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: ___ Mayor Chuck Davis ___ Councilman Cooley ___ Councilwoman Beck
___ Councilman Jerry Fluty ___ Councilman Jacob Fluty

PRESENT

Mayor Chuck Davis
Councilman Mike Cooley
Councilwoman Kathy Beck
Councilman Jacob Fluty

ABSENT

Councilman Jerry Fluty

APPROVAL OF THE AGENDA

Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

- 3) Approval of a New Subdivision
Mayor Davis stated that the JPB and Planning Commission have recommended to approve the Royal Springs Subdivision. Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.
- 4) Hiring of a PD Employee
Chief Morris asked for permission to hire a police officer. The candidate is budgeted and the officer has experience at the Carbon County Sheriff's Office and is John Moore. We have made an offer letter. Chief will bring him on as a lieutenant because of his time working on a police department. Motion made by Councilman Cooley, Seconded by Councilwoman Beck. Motion carried.
- 5) Lewis & Lewis Liquidated Damages
Mayor Davis stated that he wanted to get everyone's feel about the liquidated damages. They reached completion a month ago. How should the Council go forward with liquidated damages and the JPB members only want to assess actual damages.

Mayor Davis stated that liquidated damages would consist of: attorney fees, waterline break repair fee, completion date fee, and waiting on totals. Mayor Davis asked the Council to think about how we want to proceed and Lewis & Lewis will file tomorrow for final completion. There is no outstanding debt and they will file full payment tomorrow.

ITEMS FROM THE PUBLIC

Jimmy Dempsy from 117 South River stated that he just moved from Georgia and on Memorial Day he was upset that the town didn't put up flags for Memorial Day until the 4th of July. He said the town should do it every year starting next year. Mayor Davis stated he should come to the planning commission tonight and asked Jimmy to attend to help start that conversation.

COUNCIL COMMENTS

No council comments.

ADJOURNMENT

Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, JULY 18, 2023 AT 6:00 PM.**

Mayor Chuck Davis

Marie Christen, Town Clerk



TOWN COUNCIL REGULAR MEETING

JUNE 20, 2023 at 6:00 PM

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

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Jerry Fluty __Councilman Jacob Fluty
PRESENT
Mayor Chuck Davis
Councilman Mike Cooley
Councilman Jacob Fluty
Councilman Jerry Fluty
ABSENT
Councilwoman Kathy Beck

APPROVAL OF THE AGENDA

Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

APPROVAL OF THE MINUTES

- 3) Approval of the regular minutes of June 6, 2023
Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.

APPROVAL OF THE BILLS

Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

- 4) Deposits - \$277,388.18
- 5) Accounts Payable - \$90,600.25

- 6) Payroll - \$35,712.57
- 7) Transmittals - \$20,926.16

CORRESPONDENCE

There was no correspondence.

ITEMS FROM THE PUBLIC

McCall Burau wanted to know what the Council's agenda is and what their program goals, capital improvement goals and what they wanted to accomplish as council members were. She would like to know their goals and the opportunity to take advantage of funding that is available. Mayor Davis stated that he challenges the other council members and asks what their comments are at the next council meeting.

COUNCIL COMMENTS

Mayor Davis stated that earlier today there was a special meeting from the planning commission regarding a subdivision. Doug Boyd from WLC representing Royal Springs Subdivision stated that he has worked on a plat since February with 8 lots that are 5 acres each. Plans have been reviewed and approved by the planning commission. Each property will tie on to the sewer and will be independent systems from each house that flow into the system. They will publish their plans and get on the next agenda.

REPORTS FROM DEPARTMENTS

Town Hall

- 8) Special Events Application - 27th Annual Steinley Cup Brewfest
Amanda Knotwell stated that the Brewfest came a week earlier and she has collaborated with the hotels for rooms. Parking will be diagonal for more flow at Vet's island and overflow will be at the higher parking area at the hot pools. There will be wristbands given out at the event to prevent underage drinking. Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 9) Special Events Permit - Duck Race 8/12/23
Cindy Carnes and Barb Youngberg came to present on the duck race. The duck race will be the same day as the Brewfest. They will release the ducks at Vet's island and end at the first bridge at Vet's island. They anticipate releasing 200 ducks. Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 10) Special Events Permit - Pickleball Tournament 7/22/23
There will be a pickleball tournament with 2 courts at Vet's island. There will be food at the tournament and 20 teams consisting of 2 members. Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.
- 11) Special Events Permit - Platte River Wander 7/2/23
There will be a special event at the Riviera with music. They are working with The Malt and doing a special street closure on half of Saratoga Avenue. Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

12) Saratoga Pay Structure

Mayor Davis stated that a pay structure that governs us would make the town more organized in how they pay. That way when future council interviews, they can follow the pay range. Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

13) Ordinance 867 - Budget 3rd Reading

Clerk Marie Christen and Treasurer Corina Daley read Ordinance 867.

Karen Youngberg asked where contributions and transfers come from. Clerk Marie Christen answered that some of our money came from reserves and donations.

Richard Hodges asked how the council was able to balance the budget with a deficit of almost a million dollars from the first budget reading. Mayor Davis stated that several projects were used from reserves that were stated for several projects.

Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

Police Department

There were 148 calls for service, 3 citations and 5 warnings since the last meeting.

14) ConvergeOne Quote - \$7,585.43

This is a contract for the 911 system for 1 year. Motion made by Councilman Cooley, Seconded by Councilman Jerry Fluty. Motion carried.

15) ConvergeOne Quote - \$23,438.97

This contract for the 911 system is for 3 years. Chief Mike Morris said this was supposed a cost savings, but he recommends renewing for 1 year.

16) Resolution 2023-12

Motion made by Councilman Jacob Fluty, Seconded by Councilman Cooley. Motion carried.

Fire Department

The fire department has completed hydrant testing for their ISO survey. They have added 1 new firefighter. The fire department welcomes the public to join them on July 22, 2023 to celebrate a 100 year anniversary at the Plattte Valley Community Center. Doors will open at 2pm, food will start at 6pm and Rim Rock will play at 7-7:30.

The annual pancake breakfast on the 4th of July will start at 7am. There is training every Wednesday night. They are currently working with the Sartoga Lions Club for Bull Fest.

Recreation Department

17) Special Event - Luau - Delayed to July 22, 2023

18) Rafters for Ballfield - \$3,105.52

Motion made by Councilman Cooley, Seconded by Councilman Jerry Fluty. Motion carried.

Department of Public Works

Mayor Davis stated that our new DPW Director is Emery Penner and will be starting with the town on August 1st. He will also be Planning & Zoning officer.

19) 3 Pressure Transmitters for the Wellfield - \$1140/ea + shipping

Motion made by Councilman Jerry Fluty, Seconded by Councilman Jacob Fluty. Motion carried.

- 20) T.O. Engineers Invoice - \$24,714.96
Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.
- 21) Invoice for Mosquito Supplies - \$9,993.50
Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 22) RP Lumber Quote - \$2,567.98
Motion made by Councilman Jerry Fluty, Seconded by Councilman Jacob Fluty. Motion carried.
- 23) New Hires
There are 3 individuals to work for the town and one has a CDL. Mayor Davis would like to offer letters to these 3 individuals. Two are starting at \$17 and one at \$18/hr for the CDL.
Motion made by Councilman Cooley, Seconded by Councilman Jerry Fluty. Motion carried.

REPORTS FROM BOARDS AND COMMISSIONS

Community Center Joint Powers Board

Next meeting is July 10, 2023 at 4:30 PM at the PVCC

No new updates.

Water and Sewer Joint Power Board

Next meeting is July 12, 2023 at 6:00 PM at the PVCC

One person resigned from the board. The board will be moving ahead with a Myrtle lift station. Water & sewer ordinances are still being worked on. The water tank demolition is in the new budget.

- 24) Letter of Interest - Roger Cox
Motion made by Councilman Cooley to reappoint Roger Cox to the board, Seconded by Councilman Jacob Fluty. Motion carried.

Planning Commission

Next meeting is July 11, 2023 at 5:30 PM at the Town Hall Council Chambers

McCall Burau stated that she reached out to a Carbon County Planner and she is willing to come over and do a workshop on July 13, at 3pm. The commission is working on a short term rental permit and will open it for a public workshop.

- 25) Letter of Interest - Matt Baker
Motion made by Councilman Jerry Fluty to appoint Matt Baker to the Planning Commission, Seconded by Councilman Cooley. Motion carried.
- 26) Zoning Change 109-117 Walnut
The zoning at 109-117 W Walnut changed from RD 6000 to highway business. Motion made by Councilman Jerry Fluty to approve the zone change, Seconded by Councilman Cooley. Motion carried.

Recreation Commission

Next meeting is July 10, 2023 at 6:00 PM at the Town Hall Council Chambers

- 27) Letter of Resignation
Clerk Marie Christen read Abby Raymer's letter of resignation from the commission.

- 28) Adopt a Block
There were no new updates.

Saratoga Airport Advisory Board

Next meeting is July 10, 2023 at 3:30 PM at the Town Hall Council Chambers

- 29) Request to Purchase a Snowblower - \$2,105.99 + shipping
Motion made by Councilman Cooley, Seconded by Councilman Jerry Fluty. Motion carried.

South Central Wyoming Emergency Medical Services Board

Next meeting is July 17, 2023 at 6:00 PM at Encampment

Clerk Marie Christen stated that the board will be participating in an auction to try to purchase an ambulance.

NEW BUSINESS

- 30) Letter of Resignation
Clerk Marie Christen read her letter of resignation. Her last day will be July 14, 2023.
Councilman Mike Cooley and Mayor Davis thanked Marie for her hard work. Mayor Davis stated that Marie has agreed to stay on as the Clerk of Court and will help out the town with their grant paperwork. Mayor Davis will appoint Marie as the Clerk of Court with a motion from the council. Motion made by Councilman Cooley, Seconded by Councilman Jerry Fluty. Motion carried.

ADJOURNMENT

Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, JULY 18, 2023 AT 6:00 PM.**

Mayor Chuck Davis

Marie Christen, Town Clerk

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
07/30/2023		7387	3 P's Platte Valley Porta Po	1590	440.00	.00	.00	440.00	_____	_____	_____
07/01/2023		5860	BCN	23559311	83.35	.00	.00	83.35	_____	_____	_____
07/30/2023		7106	CANDY MOUNTAIN	201371	106.00	.00	.00	106.00	_____	_____	_____
07/25/2023		1760	CASELLE INC.	125738	1,270.00	.00	.00	1,270.00	_____	_____	_____
07/01/2023		7684	Cutthroat Coatings	2306-0221-1	5,040.00	.00	.00	5,040.00	_____	_____	_____
07/31/2023		7355	DBT Transportation Svcs. L	2551574	1,184.00	.00	.00	1,184.00	_____	_____	_____
07/30/2023		7647	Glen Casner	07032023	76.30	.00	.00	76.30	_____	_____	_____
07/01/2023		7148	NORCO, INC	07012023	41.40	.00	.00	41.40	_____	_____	_____
07/01/2023		4330	PLATTE VALLEY COMMU	1488	15,000.00	.00	.00	15,000.00	_____	_____	_____
07/01/2023		7629	Posey Wagon LLC	2046	130.00	.00	.00	130.00	_____	_____	_____
07/31/2023		4960	Saratoga Carbon County J	07-11-2023	7,160.66	.00	.00	7,160.66	_____	_____	_____
07/31/2023		4960	Saratoga Carbon County J	07-16-2023	12,000.00	.00	.00	12,000.00	_____	_____	_____
07/30/2023		4895	SARATOGA FEED AND G	90293	39.99	.00	.00	39.99	_____	_____	_____
07/01/2023		7564	Summit West CPA Group,	179205	5,130.00	.00	.00	5,130.00	_____	_____	_____
07/30/2023		6990	Wyoming Assn of Municipal	17599	2,284.00	.00	.00	2,284.00	_____	_____	_____
07/30/2023		6205	WYOMING RETIREMENT	240832	600.00	.00	.00	600.00	_____	_____	_____
Grand Totals:				16	50,585.70	.00	.00	50,585.70	=====	=====	=====

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
07/01/2023	25,424.75	.00	.00	25,424.75	25,424.75
07/25/2023	1,270.00	.00	.00	1,270.00	26,694.75
07/30/2023	3,546.29	.00	.00	3,546.29	30,241.04
07/31/2023	20,344.66	.00	.00	20,344.66	50,585.70
Grand Totals:				50,585.70	
	50,585.70	.00	.00	50,585.70	

Payment Approval Report Compared to Cash Requirements Report

Report Date	Payment Approval Report Total	Cash Requirements Report Total	Difference	Payee	Check Amount	Issue Date	Description
	\$ 57,873.66	\$ 50,585.70	\$ 7,287.96				
				AR Gonzales LLC	\$ 1,760.00		
				Crop Dusters	\$ 5,500.00		
				Shively's	\$ 27.96		
					\$ -		
				Total	\$ 7,287.96		

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
3 P's Platte Valley Porta Pot & Septic									
7387	3 P's Platte Valley Porta Pot & Septic	1590	Weekly Cleaning Vet's Island (2) - Wee	07/05/2023	440.00	.00		10-444-262	723
Total 3 P's Platte Valley Porta Pot & Septic:					440.00	.00			
AR Gonzales LLC									
7669	AR Gonzales LLC	1078-2	Grounds Keeping Contract For Period 7	07/10/2023	176.00	176.00	07/10/2023	10-410-262	723
7669	AR Gonzales LLC	1078-2	Grounds Keeping Contract For Period 7	07/10/2023	1,584.00	1,584.00	07/10/2023	10-444-262	723
Total AR Gonzales LLC:					1,760.00	1,760.00			
BCN									
5860	BCN	23559311	Acct# 7276-Landline Long Distance-Air	07/01/2023	5.83	.00		42-533-270	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-VF	07/01/2023	5.83	.00		10-422-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-P&	07/01/2023	5.84	.00		10-412-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-PD	07/01/2023	27.51	.00		10-421-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-Str	07/01/2023	5.83	.00		10-431-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-TH	07/01/2023	27.51	.00		10-411-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-Wa	07/01/2023	2.50	.00		51-531-280	723
5860	BCN	23559311	Acct# 7276-Landline Long Distance-Se	07/01/2023	2.50	.00		52-532-280	723
Total BCN:					83.35	.00			
CANDY MOUNTAIN									
7106	CANDY MOUNTAIN	201371	5 Gallon Purified Water @ \$9.50 Each (07/07/2023	53.00	.00		10-411-240	723
7106	CANDY MOUNTAIN	201371	5 Gallon Purified Water @ \$9.50 Each (07/07/2023	53.00	.00		10-421-240	723
Total CANDY MOUNTAIN:					106.00	.00			
CASELLE INC.									
1760	CASELLE INC.	125738	Contract Support & Maintenance For 8/	07/01/2023	1,227.00	.00		10-411-320	723
1760	CASELLE INC.	125738	Contract Support & Maintenance For 8/	07/01/2023	43.00	.00		10-413-320	723
Total CASELLE INC.:					1,270.00	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Crop Dusters LLC									
7680	Crop Dusters LLC	4955	WY Setup Fee CD 183-Mosquito Abate	06/30/2023	700.00	700.00	06/30/2023	55-572-320	623
7680	Crop Dusters LLC	4955	Aerial Spraying 1600/Hr (3)-Mosquito A	06/30/2023	4,800.00	4,800.00	06/30/2023	55-572-320	623
Total Crop Dusters LLC:					5,500.00	5,500.00			
Cutthroat Coatings									
7684	Cutthroat Coatings	2306-0221-190	Prepare Surface For Painting-Apply Pai	07/01/2023	4,140.00	.00		10-441-262	723
7684	Cutthroat Coatings	2306-0221-190	Paint-15 Gallons @ \$60 Each-Swimmin	07/01/2023	900.00	.00		10-441-262	723
Total Cutthroat Coatings:					5,040.00	.00			
DBT Transportation Svcs. LLC.									
7355	DBT Transportation Svcs. LLC.	2551574	Periodic Maintenance-AWOS Quarterly-	07/01/2023	934.00	.00		42-533-724	623
7355	DBT Transportation Svcs. LLC.	2551574	Weather Data Services Into NAS-Quart	07/01/2023	250.00	.00		42-533-724	623
Total DBT Transportation Svcs. LLC.:					1,184.00	.00			
Glen Casner									
7647	Glen Casner	07032023	Reimbursement For Animal Control Sup	07/30/2023	76.30	.00		10-421-486	723
Total Glen Casner:					76.30	.00			
NORCO, INC									
7148	NORCO, INC	07012023	Cylinder Rental	07/01/2023	41.40	.00		10-431-240	623
Total NORCO, INC:					41.40	.00			
PLATTE VALLEY COMMUNITY CENTER									
4330	PLATTE VALLEY COMMUNITY CENT	1488	PVCC/Town of Saratoga Agreement-4th	07/01/2023	15,000.00	.00		10-410-539	623
Total PLATTE VALLEY COMMUNITY CENTER:					15,000.00	.00			
Posey Wagon LLC									
7629	Posey Wagon LLC	2046	Baseball Field Toilets (2) - Parks	07/01/2023	130.00	.00		10-444-262	723
Total Posey Wagon LLC:					130.00	.00			
Saratoga Carbon County JPB									
4960	Saratoga Carbon County JPB	07-11-2023	Inv#2023-07-Lisa G. Burton-July Meetin	07/11/2023	175.00	.00		51-531-821	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
4960	Saratoga Carbon County JPB	07-11-2023	Inv#2023-07-Lisa G. Burton-July Meetin	07/11/2023	175.00	.00		52-532-821	723
4960	Saratoga Carbon County JPB	07-11-2023	EA Engineering Project# 23407-Inv# 43	07/11/2023	2,370.03	.00		51-531-720	723
4960	Saratoga Carbon County JPB	07-11-2023	EA Engineering Project# 23407-Inv# 43	07/11/2023	2,370.03	.00		52-532-720	723
4960	Saratoga Carbon County JPB	07-11-2023	EA Engineering Project# 23411-Inv# 43	07/11/2023	2,070.60	.00		50-533-720	723
4960	Saratoga Carbon County JPB	07-16-2023	Annual Admin Fee Paid to the Town of	07/16/2023	6,000.00	.00		51-531-825	723
4960	Saratoga Carbon County JPB	07-16-2023	Annual Admin Fee Paid to the Town of	07/16/2023	6,000.00	.00		52-532-821	723
Total Saratoga Carbon County JPB:					19,160.66	.00			
SARATOGA FEED AND GRAIN									
4895	SARATOGA FEED AND GRAIN	90293	460 Glove-207 Double Palmed Cowhid	07/06/2023	39.99	.00		51-531-500	723
Total SARATOGA FEED AND GRAIN:					39.99	.00			
SHIVELY HARDWARE (TOWN #28210)									
5015	SHIVELY HARDWARE (TOWN #28210	06302023	10PK Cable Ties-Water	06/30/2023	27.96	27.96	06/30/2023	51-531-242	723
Total SHIVELY HARDWARE (TOWN #28210):					27.96	27.96			
Summit West CPA Group, P.C.									
7564	Summit West CPA Group, P.C.	179205	Final Billing For 2021 Audit	07/01/2023	5,130.00	.00		10-411-330	623
Total Summit West CPA Group, P.C.:					5,130.00	.00			
Wyoming Assn of Municipalities									
6990	Wyoming Assn of Municipalities	17599	FY2024 WAM Membership Dues	07/03/2023	2,284.00	.00		10-411-245	723
Total Wyoming Assn of Municipalities:					2,284.00	.00			
WYOMING RETIREMENT SYSTEM									
6205	WYOMING RETIREMENT SYSTEM	240832	Volunteer Fire Dept Retirement-July 20	07/05/2023	600.00	.00		10-422-170	723
Total WYOMING RETIREMENT SYSTEM:					600.00	.00			
Grand Totals:					57,873.66	7,287.96			

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: _____

City Recorder: _____

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

TOWN OF SARATOGA

Check Register - NAMELESS

Page: 1

Pay Period Dates: 06/19/2023 - 07/02/2023

Jul 17, 2023 7:19PM

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
07/02/2023	PC	07/06/2023	51938	261		01-112000	276.14-
07/02/2023	PC	07/06/2023	51939	251		01-112000	1,002.90-
07/02/2023	PC	07/06/2023	51940	9171		01-112000	1,367.18-
07/02/2023	PC	07/06/2023	51941	255		01-112000	135.05-
07/02/2023	PC	07/06/2023	51942	254		01-112000	493.55-
07/02/2023	PC	07/06/2023	51943	19		01-112000	2,600.89-
07/02/2023	PC	07/06/2023	51944	134		01-112000	1,551.70-
07/02/2023	PC	07/06/2023	51946	77		01-112000	308.61-
07/02/2023	PC	07/06/2023	51947	257		01-112000	89.30-
07/02/2023	PC	07/06/2023	51948	39		01-112000	1,223.91-
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07/02/2023	PC	07/06/2023	7052023	58		01-112000	58.25-
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07/02/2023	PC	07/06/2023	7052024	112		01-112000	1,361.08-
07/02/2023	PC	07/06/2023	7052024	74		01-112000	1,226.60-
07/02/2023	PC	07/06/2023	7052024	201		01-112000	599.85-
07/02/2023	PC	07/06/2023	7052024	202		01-112000	1,585.68-
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07/02/2023	PC	07/06/2023	7052025	247		01-112000	1,612.58-
07/02/2023	PC	07/06/2023	7052025	252		01-112000	241.08-
07/02/2023	PC	07/06/2023	7052025	253		01-112000	389.89-
07/02/2023	PC	07/06/2023	7052025	256		01-112000	295.44-
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07/02/2023	PC	07/06/2023	7052026	260		01-112000	316.62-
Grand Totals:							38,484.98-
							40

Report Criteria:

Paid transmittals included

Begin Date: ALL

End Date: ALL

Transmittal Transaction.Check number = 62620231,62220231,051934,062320231

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount	GL Updated	Check Date
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3	GREAT-WEST TRUST CO	51934	06/18/2023	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 6/18/2023	10-212500	145.00	No	06/26/2023
3	GREAT-WEST TRUST CO	51934	06/18/2023	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 6/18/2023	10-212500	80.00	No	06/26/2023
Total 51934:							225.00		
62220231									
2	WYOMING RETIREMENT	62220231	05/07/2023	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 5/7/2	10-212300	594.52	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/07/2023	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 5/7/2	10-212300	2,814.06	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/07/2023	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 5/7/202	10-212300	881.31	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/07/2023	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 5/7/202	10-212300	3,163.82	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/21/2023	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 5/21/	10-212300	485.32	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/21/2023	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 5/21/	10-212300	2,297.24	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/21/2023	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 5/21/20	10-212300	815.73	No	06/22/2023
2	WYOMING RETIREMENT	62220231	05/21/2023	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 5/21/20	10-212300	3,311.63	No	06/22/2023
2	WYOMING RETIREMENT	62220231	06/18/2023	51-02	WYOMING RETIREMENT PAYMENT	10-212300	414.10	No	06/22/2023
Total 62220231:							14,777.73		
62320231									
5	BLUE CROSS & BLUE SH	62320231	05/21/2023	90-00	ACCOUNT # 2483060001 Health Ins Pay Period: 5/21/2023	10-212700	36,312.22	No	06/23/2023
5	BLUE CROSS & BLUE SH	62320231	06/18/2023	90-00	Adjustment for terminated employee	10-212700	2,090.75-	No	06/23/2023
Total 62320231:							34,221.47		
62620231									
1	EFTPS -TAXES	62620231	06/18/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 6/18/20	10-212100	3,228.71	No	06/23/2023
1	EFTPS -TAXES	62620231	06/18/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 6/18/20	10-212100	3,228.71	No	06/23/2023
1	EFTPS -TAXES	62620231	06/18/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 6/18/2023	10-212100	755.13	No	06/23/2023
1	EFTPS -TAXES	62620231	06/18/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 6/18/2023	10-212100	755.13	No	06/23/2023
1	EFTPS -TAXES	62620231	06/18/2023	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period	10-212200	5,286.67	No	06/23/2023
Total 62620231:							13,254.35		

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount	GL Updated	Check Date
Grand Totals:							62,478.55		

Report Criteria:
Paid transmittals included
Begin Date: ALL
End Date: ALL
Transmittal Transaction.Check number = 62620231,62220231,051934,062320231

U.S. Department of Homeland Security
 Region VIII
 Denver Federal Center, Building 710
 P.O. Box 25267
 Denver, CO 80225-0267



FEMA

July 12, 2023

CERTIFIED MAIL
 RETURN RECEIPT REQUESTED

The Honorable Chuck Davis
 Mayor, Town of Saratoga
 P.O. Box 486
 Saratoga, Wyoming 82331

IN REPLY REFER TO:
 Case No.: 15-08-0119S

Community: Town of Saratoga,
 Carbon County,
 Wyoming
 Community No.: 560012

APPEAL START

Dear Mayor Davis:

On September 8, 2022, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Carbon County, Wyoming and Incorporated Areas. FEMA has posted digital copies of these revised FIRM and FIS report materials to the following Website: <https://hazards.fema.gov/femaportal/prelimdownload>. The Preliminary FIRM and FIS report include proposed flood hazard information for certain locations in the Town of Saratoga. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in *The Rawlins Times* on or about July 19, 2023, and July 26, 2023, and in *The Saratoga Sun* on or about July 20, 2023 and July 27, 2023. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website (https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp). We have enclosed copies of the notice published in the Federal Register and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the preliminary revised FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation

provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes his or her property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to: r8commentsandappeals@fema.dhs.gov. Please reference Town of Saratoga and 15-08-0119S in the subject line of email. If there is a hard copy component to the appeal package, send a notification to the aforementioned email address and send hard copies of the data to:

Madi Pluss, FEMA Region VIII
Denver Federal Center, Building 710
Post Office Box 25267
Denver, Colorado 80225-0267

Additional copy to:

Haley Heinemann, Regional Service Center, STARR II
Dewberry, 990 South Broadway, Suite 400
Denver, Colorado 80209
hheinemann@dewberry.com

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by an administrative hearing, or by submission of the conflicting data to an independent scientific body or appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" fact sheet for additional information on this resource available to your community.

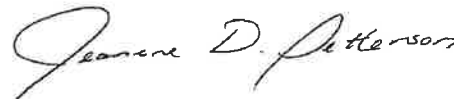
FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, revised FIRM panels, or revised FIS report for your community, please call our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627) or e-mail the FMIX staff at FEMA-FMIX@fema.dhs.gov.

Sincerely,



Jeanine D. Petterson
FEMA Region VIII Mitigation Division Director

List of Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
"Scientific Resolution Panels" Fact Sheet

cc: Community Map Repository (w/o enclosures)
Kim Johnson, State NFIP Coordinator (w/o enclosures)
Madi Pluss, FEMA Region VIII Risk MAP Specialist (w/o enclosures)
Heidi Carlin, FEMA Region VIII FM&I Specialist (w/o enclosures)

SCIENTIFIC RESOLUTION PANELS

The Federal Emergency Management Agency (FEMA), through its flood hazard mapping program, Risk MAP (Risk Mapping, Assessment, and Planning), identifies flood hazards, assesses flood risks, and partners with states, tribes and local communities to provide accurate flood hazard and risk data to guide them in taking effective mitigation actions. The resulting National Flood Insurance Program (NFIP) maps provide the basis for community floodplain management regulations and flood insurance requirements.

What is a Scientific Resolution Panel?

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on Flood Insurance Rate Maps (FIRMs) are developed collaboratively, using the best science available.

Flood hazards are constantly changing, and FEMA updates FIRMs through several methods to reflect those changes. When proposed changes to a FIRM are met with conflicting technical and/or scientific data during a regulatory appeal period, an independent third-party review of the information may be appropriate. An SRP serves as an independent third party.

The SRP process benefits both FEMA and the community:

- ▶ It offers a neutral review process by independent third parties.
- ▶ It confirms FEMA's commitment to using the best science for the purpose of accurately depicting flood hazards on flood maps.
- ▶ It provides an additional opportunity for resolving community appeals involving conflicting technical and/or scientific data.

While FEMA had previously established an SRP process, the Biggert-Waters Flood Insurance Reform Act of 2012 formally established a statutory SRP process. The *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*, which incorporates the legislative requirements for the SRP, is available at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

For Additional Information

For more information on appeals, see the FEMA document *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps: A Guide for Community Officials* at www.fema.gov/flood-maps/change-your-flood-zone/guide-community-members

Part 67 of the NFIP regulations, which pertains to appeals, is available at www.ecfr.gov/current/title-44/chapter-I/subchapter-B/part-67

FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping webpage includes the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*: www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping

Templates and Other Resources:

www.fema.gov/media-library/assets/documents/32786?id=7577

Other Important Links:

- NIBS Scientific Review Panel website: www.floodsrp.org
- Risk MAP: www.fema.gov/flood-maps/tools-resources/risk-map
- Information on Recent and Upcoming Map Changes: www.fema.gov/flood-maps/change-your-flood-zone#lomc
- Flood Insurance: www.floodsmart.gov

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to action to reduce risk to life and property. Risk MAP is a nationwide program that works in collaboration with states, tribes, and local communities using best available science, rigorously vetted standards, and expert analysis to identify risk and promote mitigation action, resulting in safer, more resilient communities.

Who Can Request an SRP?

A community, tribe, or other political entity with the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction can request that FEMA use an SRP when conflicting technical and/or scientific data have been presented. For additional information, review the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping* at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

When Can Communities Request an SRP?

A community can request an SRP if the following requirements have been met:

- ▶ It has not yet received a Letter of Final Determination (LFD) from FEMA.
- ▶ Conflicting technical and/or scientific data, submitted during the 90-day appeal period, resulted in different flood hazards than those proposed by FEMA.
- ▶ At least 60 days of community consultation with FEMA (but no more than 120 days) have taken place.

Additionally, a community that receives a FEMA-issued resolution letter and has not previously exercised the SRP process will have 30 days from the issuance of the letter to request an SRP.

Independent Panel Sponsor

The SRP process is managed by the National Institute for Building Sciences (NIBS), a non-profit organization independent of FEMA. NIBS will administer the SRPs, ensuring that proper guidelines and procedures are employed and maintaining a cadre of experts from which panel members are selected.

Panel Member Selection

Five panelists are convened for each appeal brought to the SRP request. Panel members are technical experts in surface water hydrology, hydraulics, coastal engineering, and other engineering and scientific fields that relate to the creation of FIRMs and Flood Insurance Studies (FIS) throughout the United States.

Based on the technical challenges associated with each request, NIBS develops a list of potential members with relevant expertise, from its cadre of experts. NIBS also checks that those listed are available to serve, do not reside in the state from which the appeal or data were filed, and have no personal or professional interest in its findings for the flood risk project.

NIBS provides the list to the community and FEMA to select the panel members. The community selects at least the simple majority (three), and FEMA selects the remaining panel members from the short list of cadre members, based on the technical challenges of the appeal or data submittal.

The Process

To request a review by an SRP, the community's Chief Executive Officer or designee completes an SRP Request Form and submits it to FEMA during the time periods outlined above. Once FEMA confirms that the situation and the conflicting technical and/or scientific data are eligible for an SRP, it forwards the SRP Request Form to NIBS, which will initiate the panel selection process and develop a list of potential members.

Once the panel is convened, panel members are provided with a summary of the issue, FEMA's data, and the data the community submitted during the 90-day appeal period. Panel members review the data and, on a point-by-point basis, deliberate and make a decision based on the scientific and/or technical challenges.

If the community feels it is necessary to make an oral presentation in support of its request, it must include a justification on the SRP Request Form.

Resolution

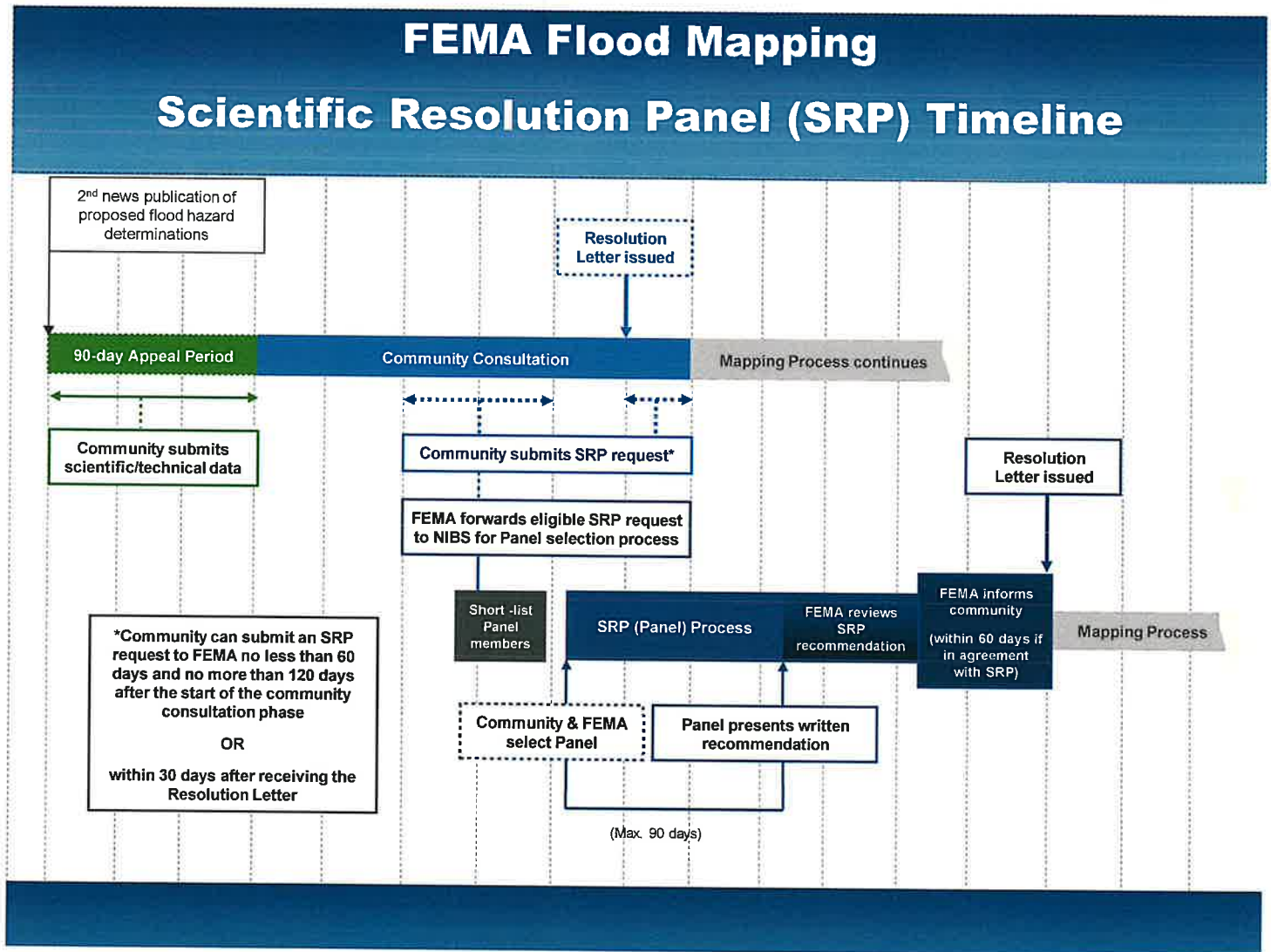
The panel must present its written report to the community and FEMA within 90 days of being convened, and that report will be used by the FEMA Administrator for making the final determination. A panel determination must be in favor of either FEMA or the community on each distinct element of the dispute, and the panel may not offer any alternative determination as a resolution. In the case of a dispute submitted by the community on behalf of an owner or lessee of real property in the community, the panel determination must be in favor of either FEMA, the community, or the owner/lessee on each distinct element of the dispute.

If changes to the maps are recommended in the panel's determination, and FEMA elects to implement the panel's determination, FEMA will incorporate the changes into a revised Preliminary FIRM and, if appropriate, FIS report. The revised products will be available to the community for review, with a resolution letter, before FEMA issues an LFD.

Once the SRP provides its determination and FEMA issues its resolution letter to implement the recommendations, the SRP recommendations are binding on all appellants and not subject to judicial review.

If the FEMA Administrator elects not to accept the panel's findings, the Administrator will issue a written justification within 60 days of receiving the report from the SRP. Under these circumstances, the appellants maintain their right to appeal FEMA's final determination to the appropriate Federal District Court.

Figure 1: SRP Timeline



DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Carbon County, Wyoming and Incorporated Areas

The Department of Homeland Security's Federal Emergency Management Agency has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within Carbon County, Wyoming and Incorporated Areas. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for Carbon County, Wyoming and Incorporated Areas. These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID: FEMA–2023–0012; OMB No. 1660–0113]

Agency Information Collection Activities: Proposed Collection; Comment Request; FEMA Preparedness Grants: Tribal Homeland Security Grant Program (THSGP)

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: 60-Day notice of renewal and request for comments.

SUMMARY: The Federal Emergency Management Agency (FEMA), as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal Agencies to take this opportunity to comment on an extension, without change, of a currently approved information collection. In accordance with the Paperwork Reduction Act of 1995, this notice seeks comments concerning the FEMA Preparedness Grants: Tribal Homeland Security Grant Program (THSGP). The THSGP investment justification allows Indian Tribes to apply for Federal funding to support efforts to achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

DATES: Comments must be submitted on or before July 24, 2023.

ADDRESSES: Submit comments at www.regulations.gov under Docket ID FEMA–2023–0012. Follow the instructions for submitting comments.

All submissions received must include the agency name and Docket ID, and will be posted, without change, to the Federal eRulemaking Portal at <http://www.regulations.gov>, and will include any personal information you provide. Therefore, submitting this information makes it public. You may wish to read the Privacy and Security Notice that is available via a link on the homepage of www.regulations.gov.

FOR FURTHER INFORMATION CONTACT: Cornelius Jackson, Preparedness Officer, FEMA Grant Programs Directorate, at (202) 786–9508 or Cornelius.Jackson@fema.dhs.gov. You may contact the Information Management Division for copies of the proposed collection of information at email address: FEMA-Information-Collections-Management@fema.dhs.gov.

SUPPLEMENTARY INFORMATION: The purpose of the THSGP is to make grants available to Federally-recognized “directly eligible tribes”, as defined by the Homeland Security Act, and to provide Tribes with the ability to develop and deliver core capabilities using the combined efforts of the whole community, rather than the exclusive effort of any single organization or level of government. The THSGP’s allowable costs support efforts of Tribes to build and sustain core capabilities to prepare for, prevent, protect against, and respond to acts of terrorism. The THSGP also plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving FEMA’s National Preparedness Goal of a secure and resilient Nation. Federally-recognized Tribes are those Tribes appearing on the list published by the Secretary of the Interior pursuant to the Federally Recognized Indian Tribe List Act of 1994 (Pub. L. 103–454) (25 U.S.C. 5131). “Directly eligible tribes” are defined in section 2001 of the Homeland Security Act of 2002, as amended (Pub. L. 107–296) (6 U.S.C. 601).

Collection of Information

Title: Tribal Homeland Security Grant Program (THSGP) Investment Justification Template.

Type of Information Collection: Extension, without change, of a currently approved information collection.

OMB Number: 1660–0113.

FEMA Forms: FEMA Form FF–207–FY–22–118 (formerly 089–22), Tribal Homeland Security Grant Program (THSGP) Investment Justification Template.

Abstract: This information is being collected for the primary purpose of facilitating correspondence between the grant applicant and FEMA and for determining eligibility and administration of FEMA Preparedness Grant Programs, specifically the Tribal Homeland Security Grant Program. The THSGP provides supplemental funding to directly eligible Tribes to help strengthen the nation against risks associated with potential terrorist attacks. This program provides funds to build capabilities at the State, Local, Territorial and Tribal levels and implement goals and objectives included in state homeland security strategies.

Affected Public: State, Local, or Tribal Government.

Estimated Number of Respondents: 120.

Estimated Number of Responses: 120.
Estimated Total Annual Burden Hours: 18,010.
Estimated Total Annual Respondent Cost: \$962,454.
Estimated Respondents’ Operation and Maintenance Costs: \$0.
Estimated Respondents’ Capital and Start-Up Costs: \$0.
Estimated Total Annual Cost to the Federal Government: \$482,186.

Comments

Comments may be submitted as indicated in the **ADDRESSES** caption above. Comments are solicited to (a) evaluate whether the proposed data collection is necessary for the proper performance of the Agency, including whether the information shall have practical utility; (b) evaluate the accuracy of the Agency’s estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used; (c) enhance the quality, utility, and clarity of the information to be collected; and (d) minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Millicent Brown Wilson,
Records Management Branch Chief, Office of the Chief Administrative Officer, Mission Support, Federal Emergency Management Agency, Department of Homeland Security.

[FR Doc. 2023–11087 Filed 5–23–23; 8:45 am]

BILLING CODE 9111–78–P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA–2023–0002; Internal Agency Docket No. FEMA–B–2336]

Proposed Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: Comments are requested on proposed flood hazard determinations, which may include additions or modifications of any Base Flood Elevation (BFE), base flood depth, Special Flood Hazard Area (SFHA) boundary or zone designation, or regulatory floodway on the Flood

Insurance Rate Maps (FIRMs), and where applicable, in the supporting Flood Insurance Study (FIS) reports for the communities listed in the table below. The purpose of this notice is to seek general information and comment regarding the preliminary FIRM, and where applicable, the FIS report that the Federal Emergency Management Agency (FEMA) has provided to the affected communities. The FIRM and FIS report are the basis of the floodplain management measures that the community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP).

DATES: Comments are to be submitted on or before August 22, 2023.

ADDRESSES: The Preliminary FIRM, and where applicable, the FIS report for each community are available for inspection at both the online location <https://hazards.fema.gov/femaportal/prelimdownload> and the respective Community Map Repository address listed in the tables below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

You may submit comments, identified by Docket No. FEMA-B-2336, to Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov.

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and

Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov; or visit the FEMA Mapping and Insurance eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: FEMA proposes to make flood hazard determinations for each community listed below, in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR 67.4(a).

These proposed flood hazard determinations, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements. The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities. These flood hazard determinations are used to meet the floodplain management requirements of the NFIP.

The communities affected by the flood hazard determinations are provided in the tables below. Any request for reconsideration of the revised flood hazard information shown on the Preliminary FIRM and FIS report that satisfies the data requirements outlined in 44 CFR 67.6(b) is considered an appeal. Comments unrelated to the flood hazard determinations also will be considered before the FIRM and FIS report become effective.

Use of a Scientific Resolution Panel (SRP) is available to communities in support of the appeal resolution process. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. Use of the SRP only may be exercised after FEMA and local communities have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Additional information regarding the SRP process can be found online at https://www.floodsrp.org/pdfs/srp_overview.pdf.

The watersheds and/or communities affected are listed in the tables below. The Preliminary FIRM, and where applicable, FIS report for each community are available for inspection at both the online location <https://hazards.fema.gov/femaportal/prelimdownload> and the respective Community Map Repository address listed in the tables. For communities with multiple ongoing Preliminary studies, the studies can be identified by the unique project number and Preliminary FIRM date listed in the tables. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

Nicholas A. Shufro,

Deputy Assistant Administrator for Risk Management, Federal Emergency Management Agency, Department of Homeland Security.

Community	Community map repository address
Hinsdale County, Colorado and Incorporated Areas Project: 20-08-0053S Preliminary Date: May 20, 2022	
Town of Lake City	Town Hall, 230 North Bluff Street, Lake City, CO 81235.
Unincorporated Areas of Hinsdale County	Hinsdale County Courthouse, 311 Henson Street, Lake City, CO 81235.
Carbon County, Wyoming and Incorporated Areas Project: 15-08-0119S Preliminary Date: September 8, 2022	
Town of Saratoga	Town Hall, 110 East Spring Avenue, Saratoga, WY 82331.
Unincorporated Areas of Carbon County	Carbon County Planning and Development Department, 215 West Buffalo Street, Suite 336, Rawlins, WY 82301.

TOWN OF SARATOGA

P.O. BOX 486
110 E. Spring Avenue
SARATOGA, WYOMING 82331



Special Events Application

Thank you for your interest in holding a special event in the Town of Saratoga. To assist with the orderly conduct of your special event, help make your experience rewarding and the event successful we ask that you take the time to carefully review and fill out the enclosed application.

DISCLAIMER

NOTICE: You are financially responsible for your acts of negligence and may be financially responsible for the negligent acts of others involved in this event. You are encouraged to obtain insurance for this activity. You and participants in the activity are not insured by the Town of Saratoga*.

*The Town of Saratoga is a governmental entity subject to the Wyoming Governmental Claims Act, the Wyoming Constitution, Wyoming Statutes and a member of the Local Government Liability Pool. As such the Town may not indemnify another or add as an additional insured any other person or entity. The Town of Saratoga is insured for only the negligence of **its employees** up to the maximum claim allowable by law against the Town. The Town does not waive their sovereign immunity by entering into this agreement, and the Town fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this event.

A complete application, which includes all insurance documentation, where applicable, must be submitted to the Town of Saratoga **at least thirty (30) days prior to the scheduled event.**

The governing body may waive the thirty (30) day requirement under extraordinary circumstances however no applicant shall be entitled to more than one (1) request for a waiver in a calendar year.

All untimely submittals may be denied. The submittal of a Special Event Application in no way obligates the Town of Saratoga to approve the event. The approval of a Special Event application by the Town of Saratoga, in no way implies that the Town of Saratoga is sponsoring, sanctioning, or is any way responsible for the special event, or the conduct of its participants.

The approval of the special event is not final until approval by the Saratoga Town Council. Due to the increased interest of conducting events throughout our community and the associated costs that burden the Town of Saratoga, we ask that you review the enclosed fee schedule when planning your event. Again, thank you for planning your special event in the Town of Saratoga and we look forward to working with you in promoting a safe, secure and successful event.

TOWN OF SARATOGA
SPECIAL EVENTS APPLICATION

Applicant Name: <u>Wyatt Craig</u>	Organization: <u>Mother Mountain Anglers</u>
Address: <u>P.O. Box 397</u>	Address: <u>P.O. Box 397</u>
City/State/Zip <u>Encampment, WY 82325</u>	City/State/Zip <u>Encampment, WY 82325</u>
Phone: Cell: <u>307 329 3138</u> e-mail: <u>WyattC1986@gmail.com</u>	Phone: Cell: <u>307 329 3138</u> e-mail: <u>WyattC1986@gmail.com</u>
DATE of Event: <u>08/08/23</u>	Start Time for Event: <u>8:30 am</u>
LOCATION: <u>Platte River Access near swimming pool</u>	End Time for Event: <u>11:00 am</u>

Please check one:

- ☒ SMALL EVENT – less than 100 participants
☐ LARGE EVENT – more than 100 participants

Describe briefly the proposed event.

It's a poker run that starts in Saratoga and ends down river at the Platte Access

Use additional sheet if necessary.

Location of the event (please be specific)

At the Platte River Access near the swimming pools

Schedule of event or events (attach by date the tentative activity planned for each location chosen).

Approximate number of participants expected: 75

Approximate number of support staff/volunteers: 10

Number of vehicles anticipated and parking requirements: At most 10 since it is where we are starting the river float

Will town property be used for this event: Platte River Access

☒ yes ☐ no (if yes, please explain fully)

where we will hold registration and launch boats

Coordination with the Town of Saratoga Department of Public Works (DPW)

- What traffic control or parking issues are you anticipating: None

- What parking plan have you in place: The few cars that will be parked at the access it self across the road from the access itself
- What services do you require from the Police Department or DPW? : none
- What are your security plans: : none
- What services are required from the Fire Department? : none
- What services are required from the Planning Commission? : none
- What plans have you made for garbage containment and removal? Will bring our own trash bag and dispose of it ourselves
- What plans have you made for sanitary control/portable toilets?: will not need
- Will you be serving food? If yes, have you contacted the State of Wyoming Certified Food Safety Professional at 307-777-8001 for food service requirements: no
- ❖ There is **NO CAMPING PERMITTED** within the Saratoga Town Limits and violators will be cited.
- Alcoholic Beverages: Describe the location of any alcohol sales or serving stations, liquor license to be used, measures to insure proper ID for purchases and list persons supervising the operations.
Wyatt Craig, Jacob Munson, Mandy Cooper, Josh Craig, and Ian McGreary
- Liquor Liability insurance to be required as described in Special Events Conditions #5.
no
- Any other request by applicant: : no
- Name of persons who will be "in charge" at the site/activity: : Wyatt Craig, Jacob Munson, Josh Craig, Mandy Cooper, Ian McGreary

On-site

Manager: Josh CraigHome Phone: _____ Cell Phone: 307 710 3074

Alternate On-site Manager

Home Phone: _____ Cell Phone: 307 710 8409**Insurance Information:** (if applicable)

Name of Insurance

Company: _____

Address: _____

Phone Number: _____

Contact Person: _____

Policy Number: _____

Special Terms and Conditions to the Special Event Application

By submitting and signing this Application, the applicant/organization hereby agrees to comply with the Town of Saratoga Special Event conditions (attached hereto and made a part thereof) and further agrees not to violate any Federal, State, County or municipal laws, rules or regulations. Applicant further agrees to be bound by all Saratoga municipal codes in the conduct of the requested special event.

In consideration for permission to conduct its special event, applicant agrees to indemnify, defend and hold harmless the Town of Saratoga, its officers, agents, employees and volunteers, (including the payment of the Town's attorney's fees incurred in defense of the same) from any and all damage to property, injury to, or death of any person and from any and all liability, claims, actions or judgments which may arise from the proposed activity.

The Town of Saratoga, its employees, appointed and elected officials hereby preserve any and all immunity available to them pursuant to Wyoming law and the Wyoming Governmental Claims Act, and nothing contained herein shall be deemed to be a waiver of its immunity.

Dated this 17, day of July, 20 23W. [Signature]

Applicant Signature



What other agencies or groups have you contacted?
Please check applicable agencies.

- ☐ Zoning and Planning Officer – (events requiring zoning clarification)
☐ Saratoga Department of Public Works (street closures – use of public parks)
☐ Saratoga Police Department: (events with alcohol sales or use
 Traffic & crowd control)
☐ Wyoming Highway Department (highway closures - parades or
 any use of Highway 130/230)

TOWN OF SARATOGA
SPECIAL EVENTS SIGN OFF SHEET

Proposed Special Event: Aunt Scary Extra Fun Run

Location of Event: Platte River Access

Date of Event: 08/06/23

Approved: _____ Date: _____
 Planning and Zoning Officer

Approved: _____ Date: _____
 DPW Supervisor

Approved: _____ Date: _____
 Police Chief

Approved: _____ Date: _____
 Fire Chief

Approved: _____ Date: _____
 Town Council



TOWN OF SARATOGA SPECIAL EVENTS APPLICATION CONDITIONS

Please initial each condition as read

1. WL Applicant shall obey all Federal, State, and local rules, regulations and laws. Applicant shall obey all Town of Saratoga municipal ordinances, rules and guidelines pertaining to the use of Town property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after the use for the special event.
2. WL Applicant shall confine its activities to the location and time schedules approved for the permit. Traffic control shall be maintained as approved by the Saratoga Police Department and configured by the Saratoga Public Works Department when events are conducted on Town streets or on Town property.
3. WL Reference to or the use thereof of the Town of Saratoga Logo is strictly prohibited in advertising of the event, unless prior written approval is granted by the Town of Saratoga.
4. WL Applicant does hereby covenant and agree to indemnify and hold harmless the Town of Saratoga harmless from any and all loss, cost, damages, injuries, judgment and claims of any kind, including and an all costs, including any attorney's fees, on account of personal injury or property damage resulting from any activity of Applicant.
5. WL Applicant shall reimburse the Town of Saratoga for costs incurred in the use of Town equipment and assignment of municipal employees to duty in connection with the special event activities. A schedule of expected costs shall be prepared by the Saratoga Department of Public Works Supervisor after identification of the municipal sites to be used for the special event. Applicant shall post a cash bond as a refundable deposit against the estimated cost when requested.
6. WL Neither the Applicant, nor its agent, employees, servants or helpers shall be or deemed to be, the employee, agent or servant of the Town of Saratoga. None of the benefits provided by the Town of Saratoga to its employees, including, but not limited to medical insurance, compensation insurance, and unemployment insurance are available to Applicant or its employees, agents, servants or helpers.
7. WL Fees may be charged for the use of Town Property: Applicant shall not conduct any event on Town property intended to attract or entertain the public or charge fees to spectators without specific approval of the Town of Saratoga in writing. No alterations or changes to Town owned property would be allowed without prior written permission from the Town Council or their designee.

8. WC Additional applications and fees may be required for use of facilities of the Town of Saratoga and entry upon areas subject to special security requirements, such as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.

9. WC Applicant shall designate a local agent to sign this application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.

10. WC Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.

11. WC If Applicant finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.

12. WC The Applicant will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Applicant will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.

13. WC Applicant shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.

W. John Curry
Signature of Applicant

07/17/23
Date

Application approved:

Mayor /Clerk

Date: _____

**TOWN OF SARATOGA – PERMIT APPLICATION
REQUEST FOR WAIVER OF OPEN CONTAINER LAW**



Permit No. _____

Permit Fee: \$25.00

Fee Paid: _____

Receipt No. _____

Pursuant to the Town of Saratoga Municipal Code, the governing body and Town Clerk are authorized to issue a permit which waives the Town's container restrictions as defined in the Town of Saratoga Municipal Code 5.08.210(4)

APPLICANT NAME: Mother Mountain Anglers
 NAME OF EVENT: Aunt scary's Extra Fun Run
 ADDRESS (City/State/Zip): P.O. Box 397 Encampment WY 82325
 TELEPHONE NO. (307) 710-3074

IF APPLICANT IS REPRESENTING AN ORGANIZATION, PLEASE PROVIDE THE FOLLOWING:

ORGANIZATION NAME: Mother Mountain Anglers
 ORGANIZATION ADDRESS: ^{P.O. Box} 397 Encampment WY 82325
 ORGANIZATION TELEPHONE NO. (307) 710-3074

 IS THE APPLICANT THE CONTACT PERSON FOR THE EVENT: Yes

If no, Please provide Name/Telephone Number and Address of contact person:

LOCATION OF EVENT: Hot Pool River Access

DATE(S) OF EVENT: August 5 2023

PERMIT HOURS REQUESTED: 9:00AM - 4:00 PM

 The undersigned hereby requests a waiver of the open container provisions pursuant to the Town of Saratoga Municipal Code 5.08.210(4) for the above listed event

Applicant Signature: [Signature] Date: 7/17/23

 Approval

Date: _____

Mayor: _____

Clerk: _____

Copies to:
 Saratoga Police Department

XBP Confirmation Number: 149393436

Item 13)

Receipt for Payment to:
Town of Saratoga

Date/Time: 07/17/2023 2:50:00 PM
Transaction #: 201242176
Payment Method: Mastercard
Transaction Status: Successful

Items

LIQUOR LICENSE AND PERMITS	25.00
----------------------------	-------

Total:	25.00
--------	-------

JOSH CRAIG
714 MCCAFFREY AVE
ENCAMPMENT, WY 82325

Payment Service Provided By
www.xpressbillpay.com

TOWN OF SARATOGA

P.O. BOX 486
110 E. Spring Avenue
SARATOGA, WYOMING 82331



Item 14)

Special Events Application

Thank you for your interest in holding a special event in the Town of Saratoga. To assist with the orderly conduct of your special event, help make your experience rewarding and the event successful we ask that you take the time to carefully review and fill out the enclosed application.

DISCLAIMER

NOTICE: You are financially responsible for your acts of negligence and may be financially responsible for the negligent acts of others involved in this event. You are encouraged to obtain insurance for this activity. You and participants in the activity are not insured by the Town of Saratoga*.

*The Town of Saratoga is a governmental entity subject to the Wyoming Governmental Claims Act, the Wyoming Constitution, Wyoming Statutes and a member of the Local Government Liability Pool. As such the Town may not indemnify another or add as an additional insured any other person or entity. The Town of Saratoga is insured for only the negligence of *its employees* up to the maximum claim allowable by law against the Town. The Town does not waive their sovereign immunity by entering into this agreement, and the Town fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this event.

A complete application, which includes all insurance documentation, where applicable, must be submitted to the Town of Saratoga **at least thirty (30) days prior to the scheduled event.**

The governing body may waive the thirty (30) day requirement under extraordinary circumstances however no applicant shall be entitled to more than one (1) request for a waiver in a calendar year.

All untimely submittals may be denied. The submittal of the Special Event Application in no way obligates the Town of Saratoga to issue a Application for event. The issuance of a Special Event Application by the Town of Saratoga, in no way implies that the Town of Saratoga is sponsoring, sanctioning, or is any way responsible for the special event, or the conduct of its participants.

The approval of the special event is not final until approval by the Saratoga Town Council. Due to the increased interest of conducting events throughout our community and the associated costs that burden the Town of Saratoga, we ask that you review the enclosed fee schedule when planning your event. Again, thank you for planning your special event in the Town of Saratoga and we look forward to working with you in promoting a safe, secure and successful event.

Sincerely,

Marie Christen
Town Clerk

TOWN OF SARATOGA
SPECIAL EVENTS APPLICATION

Applicant Name: <u>CHRIS SHANNON</u>	Organization: <u>TOGA PRODUCTIONS</u>
Address: <u>PO Box 1400</u>	Address: <u>PO Box 1400</u>
City/State/Zip: <u>SARATOGA, WY 82331</u>	City/State/Zip: <u>SARATOGA, WY 82331</u>
Phone: _____ Cell: <u>321 3314</u> e-mail: _____	Phone: _____ Cell: <u>321 3314</u> e-mail: _____
Date of the Event: <u>8/19/23</u>	Start Time for Event: <u>NOON</u>
Location of Event: <u>THE YARD 108 SE RIVER ST.</u>	End Time for Event: <u>10 PM</u>

Please check one:

- ☐ SMALL EVENT – less than 100 participants
☒ LARGE EVENT – more than 100 participants

Describe briefly the proposed event.

12TH GIRLS' NIGHT OUT
SHOWCASE OF FEMALE MUSICIANS

Use additional sheet if necessary.

Location of the event(please be specific)

THE YARD
108 SE RIVER ST.

Schedule of event or events (attach by date the tentative activity planned for each location chosen).

SOUNDCHECKS NOON-4 GATE @ 5, MUSIC 6-10

Approximate number of participants expected: 200Approximate number of support staff/volunteers: 10Number of vehicles anticipated and parking requirements: C. 30Will town property be used for this event: No

☐ yes ☒ no (if yes, please explain fully)

❖ There is **NO CAMPING ALLOWED** within the Saratoga Town Limits and violators will be cited.

- What traffic control or parking issues are you anticipating: NONE

- What parking plan have you in place: SARATOGA AUTO GLASS,

- What services do you require from the Police Department or DPW?: NONE

HEAD - IN BETWEEN THE YARD & BRIDGE ST. W. SIDE
RIGHT OF WAY PARALLEL HOTELS

- What are your security plans: :

- What services are required from the Fire Department?: NONE

- What services are required from the Planning Commission? NONE

- What plans have you made for garbage containment and removal? LINED BINS
AND PICK UP TRUCK

- What plans have you made for sanitary control/portable toilets?:

- Will you be serving food? If yes, have you contacted the State of Wyoming Certified Food Safety Professional at 307-326-8001 for food service requirements: No

- Alcoholic Beverages: Describe the location of any alcohol sales or serving stations, liquor license to be used, measures to insure proper ID for purchases and list persons supervising the operations.

BEER SALES BACK DECK 110 SE RIVER ST. 24 HR. MALT
BEVERAGE PERMIT, GUESTS CARDED AT GATE & DESIGNATED
BY WRISTBAND OR HAND STAMP, CHRIS SHANNON CINDY BLOOMQUIST

- Liquor Liability insurance to be required as described in Special Events Conditions #5.

N/A

- Any other request by applicant: : NO

- Name of persons who will be "in charge" at the site/activity: :

CINDY BLOOMQUIST
CHRIS SHANNON

On-site

Manager: CHRIS SHANNONHome Phone: _____ Cell Phone: 321 3314Alternate On-site Manager CINDY BLOOMQUISTHome Phone: _____ Cell Phone: 321-5880**Insurance Information: (if applicable)**

Name of Insurance

Company: N/A

Address: _____

Phone Number: _____

Contact Person: _____

Policy Number: _____

Please provide Certificate of Insurance naming the Town of Saratoga as an additional insured,

Billing Address (if different than previously identified)

Firm/Name: _____

Street Address: _____

City/State/Zip: _____

Fax Number: _____

Phone: _____

Special Terms and Conditions to the Special Event Application

By submitting and signing this Application, the applicant/organization hereby agrees to comply with the Town of Saratoga Special Event conditions (attached hereto and made a part thereof) and further agrees not to violate any Federal, State, County or municipal laws, rules or regulations. Applicant further agrees to be bound by all Saratoga municipal codes in the conduct of the requested special event.

In consideration for permission to conduct its special event, applicant agrees to indemnify, defend and hold harmless the Town of Saratoga, its officers, agents, employees and volunteers, (including the payment of the Town's attorney's fees incurred in defense of the same) from any and all damage to property, injury to, or death of any person and from any and all liability, claims, actions or judgments which may arise from the proposed activity.

The Town of Saratoga, its employees, appointed and elected officials hereby preserve any and all immunity available to them pursuant to Wyoming law and the Wyoming Governmental Claims Act, and nothing contained herein shall be deemed to be a waiver of its immunity.

Dated this 17th day of JULY, 2023

Chris Shannon
Applicant Signature

What other agencies or groups have you contacted?
Have you received Applications from these agencies for your event (IF APPLICABLE)?
Please circle applicable agencies and attach a copy of the Application.

- ☐ Saratoga Planning Commissioners –(zoning issue if event is not an applicable use)
- ☐ Zoning and Planning Officer – (events requiring zoning clarification)
- ☐ Saratoga Department of Public Works (street closures – use of public parks)
- ☐ Saratoga Police Department: (events with alcohol sales or use – crowd control)
- ☐ Wyoming Highway Department –(parades or use of Highway 130/230)

TOWN OF SARATOGA SPECIAL EVENTS SIGN OFF SHEET

Proposed Special Event: _____

Date of Special Event: _____

Approved: _____ Date: _____
 Planning and Zoning Officer

Approved: _____ Date: _____
 DPW Supervisor

Approved: _____ Date: _____
 Police Chief

Approved: _____ Date: _____
 Fire Chief

Approved: _____ Date: _____
 Planning Commission

Approved: _____ Date: _____
 Town Council



TOWN OF SARATOGA SPECIAL EVENTS APPLICATION CONDITIONS

Please initial each condition as read

1. C Application holder shall obey all Federal, State, and local rules, regulations and laws. Application holder shall obey all Town of Saratoga municipal ordinances, rules and guidelines pertaining to the use of Town property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after the use for the special event.

2. C Application holder shall confine its activities to the location and time schedules approved for the Application. Traffic control shall be maintained as approved by the Saratoga Police Department and configured by the Saratoga Public Works Department when events are conducted on Town streets or on Town property.

3. C Reference to or the use thereof of the Town of Saratoga Logo is strictly prohibited in advertising of the event, unless prior written approval is granted by the Town of Saratoga.

4. C Application holder does hereby covenant and agree to indemnify and hold harmless the Town of Saratoga harmless from any and all loss, cost, damages, injuries, judgment and claims of any kind, including and an all costs, including any attorney's fees, on account of personal injury or property damage resulting from any activity of Application holder.

5. N/A In no way limiting the indemnity agreement above, Application holder will furnish to the Town of Saratoga a certificate of insurance providing liability, casualty and property coverage acceptable to its legal department showing combined single limit coverage for death or bodily injury, property damage or loss, marine and fire protection, or the equivalent of such coverage, not less than \$1,000,000.00. Applicant shall, if given permission to sell liquor, provide insurance enforcement for liquor liability naming the Town of Saratoga as additional insured for the amount of at least \$1,000,000.00. The Town of Saratoga, including its officials, employees and agents, shall be named an additional insured in the liability policy. Contractual liability coverage insuring the obligations of this agreement is also required. The insurance cannot be cancelled or substantially modified without ten (10) days notice to the Clerk of the Town of Saratoga.

6. C Application holder shall reimburse the Town of Saratoga for costs incurred in the use of Town equipment and assignment of municipal employees to duty in connection with the special event activities. A schedule of expected costs shall be prepared by the Saratoga Department of Public Works Supervisor after identification of the municipal sites to be used for the special event. Application holder shall post a cash bond as a refundable deposit against the estimated cost when requested.

7. ☒ Neither the Application holder, nor its agent, employees, servants or helpers shall be or deemed to be, the employee, agent or servant of the Town of Saratoga. None of the benefits provided by the Town of Saratoga to its employees, including, but not limited to medical insurance, compensation insurance, and unemployment insurance are available to Application holder or its employees, agents, servants or helpers.
8. ☒ Fees shall be charged for the use of Town Property: Application holder shall not conduct any event on Town property intended to attract or entertain the public or charge fees to spectators without specific approval of the Town of Saratoga in writing. No alterations or changes to Town owned property would be allowed without prior written permission from the Town Council or their designee.
9. ☒ Additional Applications and fees may be required for use of facilities of the Town of Saratoga and entry upon areas subject to special security requirements, such as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.
10. ☒ Application holder shall designate a local agent to sign this Application application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.
11. ☒ Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.
12. ☒ If Application holder finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.
13. ☒ The Application holder will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Application holder will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.
15. ☒ Application holder shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.

Application approved:

Mayor /Clerk

Date: _____

1990
Wyoming Assn of Municipalities
315 W. 27th Street
Cheyenne, WY 82001

RECEIVED

JUL 05 2023

INVOICE

Item 15)

Invoice Number: 17599
Invoice Date: Jul 3, 2023
Page: 1

Voice: 307-632-0398
Fax: 307-632-1942

Bill To:

Town of Saratoga
P O Box 486
Saratoga, WY 82331

Ship to:

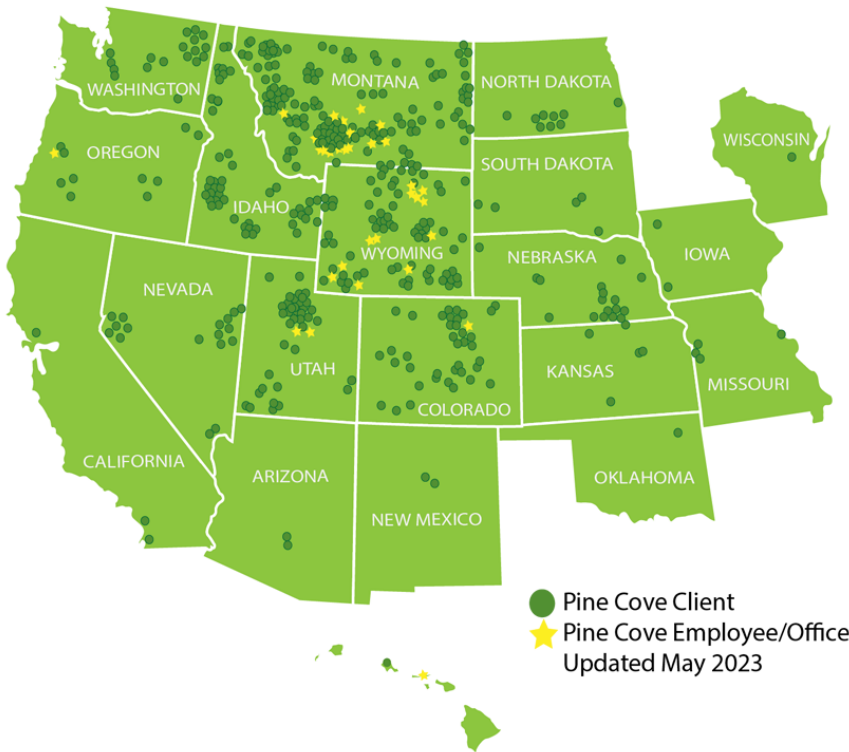
Town of Saratoga
P O Box 486
Saratoga, WY 82331

Customer ID	Customer PO	Payment Terms	
Saratoga		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		8/2/23

Quantity	Item	Description	Unit Price	Amount
		2024 WAM Membership Dues		2,284.00
Subtotal				2,284.00
Sales Tax				
Total Invoice Amount				2,284.00
Payment/Credit Applied				
TOTAL				2,284.00

Check/Credit Memo No:

10-411-245



pine:cove
CONSULTING

**Trusted IT Solutions
Since 1993**

**CYBERSECURITY | NETWORKING | COMMUNICATION
| PHYSICAL SECURITY | MANAGED SERVICES | STUDENT SAFETY |**

We have prepared a quote for you:

Sophos Phish Threat

Quote # 008365
Version 1

Prepared for:

Town of Saratoga

Marie Christen
clerk@saratogawyo.org

3-Year

Description		Price	Qty	Ext. Price
Sophos Central Phish Threat - 25-49 Users - 36 Months - Government		\$36.99	25	\$924.75
Installation and Configuration		\$300.00	1	\$300.00
Subtotal:				\$1,224.75

1-Year

* Optional

Description		Price	Qty	Ext. Price
Sophos Central Phish Threat - 25-49 Users - 12 Months - Government		\$18.69	25	\$467.25
Installation and Configuration		\$300.00	1	\$300.00
* Optional Subtotal:				\$767.25

Sophos Phish Threat

Prepared by:

Pine Cove Consulting

sales@pinecc.com

800-432-0346

Prepared for:

Town of Saratoga

110 E. Spring Ave

P.O. BOX 486

Saratoga, WY 82331

Marie Christen

(307) 326-8335

clerk@saratogawyo.org

Quote Information:

Quote #: 008365

Version: 1

Delivery Date: 06/29/2023

Expiration Date: 07/26/2023

Quote Summary

Description	Amount
3-Year	\$1,224.75
Total:	
	\$1,224.75

*Optional Expenses

Description	One-Time
1-Year	\$767.25
Optional Subtotal:	
	\$767.25

This proposal shall not be used for the creation of RFP/RFQ documents, by the customer.

TERMS: Due on receipt of invoice.

Access to the customer portal for online payment is @ <https://pinecc.connectboosterportal.com>

Applicable fees and taxes not included.

MICHAEL B. LEWIS, CPA
SARAH L. SWEENEY, CPA
LORIELLE MORTON, CPA
TIMOTHY R. FIXTER, CPA, CFE



ERIC ANDREWS, CPA
BRYAN BROWN, CPA

RICHARD F. FAGNANT, CPA
OF COUNSEL

Item 17)

June 23, 2023

To the Honorable Mayor and Town Council
Town of Saratoga, Wyoming

We have audited 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 for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 2, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town of Saratoga are described in Note 1 to the financial statements, as well as new accounting policies the Town is evaluating for adoption. The application of existing policies was not changed during 2021. We noted no transactions entered into by the Town of Saratoga during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

The basis of accounting used for presentation of the Town's financial statement described in Note 1, which is a cash basis of accounting. Additionally, the disclosure in Note 4 describing the Town's portion of the state's unfunded pension liability is sensitive because it describes a liability that would be presented if full accrual statements were presented.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Town of Saratoga
Page 2
June 23, 2023

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 23, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town of Saratoga's auditors. These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on the budgetary information which accompanies the financial statements but is not Required Supplementary Information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Town Council and Management of the Town of Saratoga and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Summit West CPA Group, P.C.

Summit West CPA Group, P.C.
Lander, Wyoming



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Date:04/02/2023

Company Name: SARATOGA, TOWN OF

Attn:

Billing Address: P O BOX 486

City, State, Zip: SARATOGA , WY, 82331

Customer Contact: Tyler Christen

Phone: 307-326-8354

Required P.O. :

PO # :

Customer # :1036314061

Bill to Tag # :

Contract Start Date :01-Aug-2023

Contract End Date :31-Jul-2024

Payment Cycle :MONTHLY

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$0.00	\$0.00
	SVC02SVC0662A	SMARTNET/CONVENTIONAL INFRA RPR W/ADV REPL	\$263.11	\$3,157.34
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$1,159.55	\$13,914.56
Subtotal - Recurring Services			\$1,422.66	\$17,071.90
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$1,422.66	\$17,071.90
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ---- Infrastructure / Product / Release Not Supported
- 2 ---- Tenant or User Restrictions
- 3 ---- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Customer Support Manager

July 5, 2023

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Glen Crumpton

307-274-2954

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : SARATOGA, TOWN OF
Contract Number : USC000137172
Contract Modifier : R02-APR-23 08:16:08
Contract Start Date : 01-Aug-2023
Contract End Date : 31-Jul-2024



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
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Contract Modifier: R02-APR-23 08:16:08

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Item 18)

Quote Number : QUOTE-2114353
Contract Number: USC000137172
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2114353
Contract Number: USC000137172
Contract Modifier: R02-APR-23 08:16:08

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

**Final Details for Order #111-6962946-0569852**[Print this page for your records.](#)**Order Placed:** July 14, 2023**Amazon.com order number:** 111-6962946-0569852**Order Total:** \$28.39**Shipped on July 14, 2023****Items Ordered****Price**

1 of: *Franklin Sports Outdoor - X-40 Pickleball Balls - USA (USAPA) Approved - 12 Pack Outside - Optic Yellow - US Open Ball* \$26.78

Sold by: Amazon.com Services LLC

Supplied by: Other

Condition: New

Shipping Address:

Kathy A. Beck
310 S. 11th St.
Saratoga, WY 82331
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

Visa | Last digits: 9158

Billing address

Kathy A Beck
P.O. Box 1552
Saratoga, WY 82331
United States

Item(s) Subtotal: \$26.78

Shipping & Handling: \$0.00

Total before tax: \$26.78

Estimated tax to be collected: \$1.61

Grand Total: \$28.39**Credit Card transactions**

Visa ending in 9158: July 14, 2023: \$28.39

To view the status of your order, return to [Order Summary](#).

The Cowboy Couture
 PO Box 1566
 Saratoga, WY 82331-1566

Invoice

Date	Invoice #
7/10/2023	2023-204

Bill To
Town of Saratoga PO Box 486 Saratoga, WY 82331

P.O. No.	Terms	Project
Rec Department	Net 15	

Quantity	Description	U/M	Rate	Amount
57	Screenprinted Clothing - Athletic Heather Port & Company Fan Favoirte Tee (PC450)		13.00	741.00
	Sales Tax		6.00%	0.00
			Total	\$741.00

Phone: 307-326-8335

Fax: 307-326-8941

E-mail:

TOWN OF SARATOGA SPECIAL
EVENTS APPLICATION

Applicant Name: Kathy Beck	Organization: Saratoga Recreation Department
Address:	Address:
City/State/Zip Saratoga, WY 82331	City/State/Zip Saratoga, WY 82331
Phone: _____ Cell: <u>307-248-2302</u> Email: <u>Kathy.beck@ineight.com</u>	Phone: _____ Cell: _____ e- mail: _____
Date of the Event: July 22, 2023	Start Time for Event: 9:00 a.m.
Location of Event:	End Time for Event: 2:00 p.m.

Please check one:

☒ SMALL EVENT – less than 49 participants☒ LARGE EVENT – more than 50 participants

Describe briefly the proposed event.

Non-Sanctioned Pickleball Tournament Veterans' Island Limit 20 teams

Use additional sheet if necessary.

Location of the event(please be specific)

Veterans' Island Pickleball Courts

Schedule of event or events (attach by date the tentative activity planned for each location chosen).

Approximate number of participants expected: 40 50 + cc

Approximate number of support staff/volunteers: 6

Number of vehicles anticipated and parking requirements: Parking will be outside Veterans Island Bridge facing Resort. Participants will walk across bridge to the courts at Veterans Island.

Will town property be used for this event: _____

☒ yes ☐ no (if yes, please explain fully)

Veterans' Island Pickleball Courts, next to skate ramps

There is **NO CAMPING ALLOWED** within the Saratoga Town Limits and violators will be cited.

Phone Number: _____
 Contact Person: _____
 Policy Number: _____

Please provide Certificate of Insurance naming the Town of Saratoga as an additional insured,

Billing Address (if different than previously identified)

Firm/Name: _____
 Street Address: _____
 City/State/Zip: _____
 Fax Number: _____
 Phone: _____

Special Terms and Conditions to the Special Event Application

By submitting and signing this Application, the applicant/organization hereby agrees to comply with the Town of Saratoga Special Event conditions (attached hereto and made a part thereof) and further agrees not to violate any Federal, State, County or municipal laws, rules or regulations. Applicant further agrees to be bound by all Saratoga municipal codes in the conduct of the requested special event.

In consideration for permission to conduct its special event, applicant agrees to indemnify, defend and hold harmless the Town of Saratoga, its officers, agents, employees and volunteers, (including the payment of the Town's attorney's fees incurred in defense of the same) from any and all damage to property, injury to, or death of any person and from any and all liability, claims, actions or judgments which may arise from the proposed activity.

The Town of Saratoga, its employees, appointed and elected officials hereby preserve any and all immunity available to them pursuant to Wyoming law and the Wyoming Governmental Claims Act, and nothing contained herein shall be deemed to be a waiver of its immunity.

Dated this 19th, day of June, 2023

 Applicant Signature Kathy Beck



What other agencies or groups have you contacted?

Have you received Applications from these agencies for your event (IF APPLICABLE)?

Please circle applicable agencies and attach a copy of the Application.

- ☐ Saratoga Planning Commissioners –(zoning issue if event is not an applicable use)
- ☐ Zoning and Planning Officer – (events requiring zoning clarification)
- ☐ Saratoga Department of Public Works (street closures – use of public parks)
- ☐ Saratoga Police Department: (events with alcohol sales or use – crowd control)
- ☐ Wyoming Highway Department –(parades or use of Highway 130/230)

- What traffic control or parking issues are you anticipating: None

What parking plan have you in place: N/A

- What services do you require from the Police Department or DPW? :
None

- What are your security plans: : **N/A**

- What services are required from the Fire Department? : **N/A**

- What services are required from the Planning Commission? **None**

- What plans have you made for garbage containment and removal? **Dumpster outside Bridge**

- What plans have you made for sanitary control/portable toilets?: **{PortableToilets on site**

- Will you be serving food? If yes, have you contacted the State of Wyoming Certified Food Safety Professional at 307-326-8001 for food service requirements: **Not at this time**

- Alcoholic Beverages: Describe the location of any alcohol sales or serving stations, liquor license to be used, measures to insure proper ID for purchases and list persons supervising the operations. **None**

- Liquor Liability insurance to be required as described in Special Events Conditions #5.
N/A

- Any other request by applicant: **:Not at this time**

- Name of persons who will be "in charge" at the site/activity: : Cindy Carnes-307-320-6512; Barb Youngberg 307-329-6772 On-site

Manager: Cindy Carnes;

Home Phone: _____ Cell Phone: 307-320-6512

Alternate On-site Manager Barb Youngberg

Home Phone: _____ Cell Phone: 307-329-6772

Insurance Information: (if applicable)

Name of Insurance

Company: _____

Address: _____

Contact Person: _____

Policy Number: _____

Please provide Certificate of Insurance naming the Town of Saratoga as an additional insured,

Billing Address (if different than previously identified

Firm/Name; _____

Street Address: _____

City/State/Zip: _____

Fax Number: _____

Phone: _____

Special Terms and Conditions to the Special Event Application

By submitting and signing this Application, the applicant/organization hereby agrees to comply with the Town of Saratoga Special Event conditions (attached hereto and made a part thereof) and further agrees not to violate any Federal, State, County or municipal laws, rules or regulations. Applicant further agrees to be bound by all Saratoga municipal codes in the conduct of the requested special event.

In consideration for permission to conduct its special event, applicant agrees to indemnify, defend and hold harmless the Town of Saratoga, its officers, agents, employees and volunteers, (including the payment of the Town's attorney's fees incurred in defense of the same) from any and all damage to property, injury to, or death of any person and from any and all liability, claims, actions or judgments which may arise from the proposed activity.

The Town of Saratoga, its employees, appointed and elected officials hereby preserve any and all immunity available to them pursuant to Wyoming law and the Wyoming Governmental Claims Act, and nothing contained herein shall be deemed to be a waiver of its immunity.

Dated this 19th, day of June, 2023_____
Kathy Beck

Applicant Signature

**What other agencies or groups have you contacted?****Have you received Applications from these agencies for your event (IF APPLICABLE)?****Please circle applicable agencies and attach a copy of the Application.**

- ☐ Saratoga Planning Commissioners –(zoning issue if event is not an applicable use)
- ☐ Zoning and Planning Officer – (events requiring zoning clarification)
- ☐ Saratoga Department of Public Works (street closures – use of public parks)
- ☐ Saratoga Police Department: (events with alcohol sales or use – crowd control)
- ☐ Wyoming Highway Department –(parades or use of Highway 130/230)

TOWN OF SARATOGA

SPECIAL EVENTS SIGN OFF SHEET

Item 21)

Proposed Special Event: Saratoga 1st Annual Pickleball Tournament

Date of Special Event: July 22, 2023

Approved: _____ Date: _____
Planning and Zoning Officer

Approved: _____ Date: _____
DPW Supervisor

Approved: _____ Date: _____
Police Chief

Approved: _____ Date: _____
Fire Chief

Approved: _____ Date: _____
Planning Commission

Approved: _____ Date: _____
Town Council

TOWN OF SARATOGA

SPECIAL EVENTS APPLICATION CONDITIONS



Please initial each condition as read

1.cc_Application holder shall obey all Federal, State, and local rules, regulations and laws. Application holder shall obey all Town of Saratoga municipal ordinances, rules and guidelines pertaining to the use of Town property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after the use for the special event.

2.cc_Application holder shall confine its activities to the location and time schedules approved for the Application. Traffic control shall be maintained as approved by the Saratoga Police Department and configured by the Saratoga Public Works Department when events are conducted on Town streets or on Town property.

3.cc_Reference to or the use thereof of the Town of Saratoga Logo is strictly prohibited in advertising of the event, unless prior written approval is granted by the Town of Saratoga.

4.cc_Application holder does hereby covenant and agree to indemnify and hold harmless the Town of Saratoga harmless from any and all loss, cost, damages, injuries, judgment and claims of any kind, including and an all costs, including any attorney's fees, on account of personal injury or property damage resulting from any activity of Application holder.

5.cc_In no way limiting the indemnity agreement above, Application holder will furnish to the Town of Saratoga a certificate of insurance providing liability, casualty and property coverage acceptable to its legal department showing combined single limit coverage for death or bodily injury, property damage or loss, marine and fire protection, or the equivalent of such coverage, not less than \$1,000,000.00.

Applicant shall, if given permission to sell liquor, provide insurance enforcement for liquor liability naming the Town of Saratoga as additional insured for the amount of at least \$1,000,000.00. The Town of Saratoga, including its officials, employees and agents, shall be named an additional insured in the liability policy. Contractual liability coverage insuring the obligations of this agreement is also required. The insurance cannot be cancelled or substantially modified without ten (10) days notice to the Clerk of the Town of Saratoga.

6. cc_Application holder shall reimburse the Town of Saratoga for costs incurred in the use of Town equipment and assignment of municipal employees to duty in connection with the special event activities. A schedule of expected costs shall be prepared by the Saratoga Department of Public Works Supervisor after identification of the municipal sites to be used for the special event. Application holder shall post a cash bond as a refundable deposit against the estimated cost when requested.

7.cc_Neither the Application holder, nor its agent, employees, servants or helpers shall be or deemed to be, the employee, agent or servant of the Town of Saratoga. None of the benefits provided by the Town of Saratoga to its employees, including, but not limited to medical insurance, compensation insurance, and unemployment insurance are available to Application holder or its employees, agents, servants or helpers.

8.cc_Fees shall be charged for the use of Town Property: Application holder shall not conduct any event on Town property intended to attract or entertain the public or charge fees to spectators without specific approval of the Town of Saratoga in writing. No alterations or changes to Town owned property would be allowed without prior written permission from the Town Council or their designee.

9.cc_Additional Applications and fees may be required for use of facilities of the

as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.

10.cc_Application holder shall designate a local agent to sign this Application application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.

11.cc_Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.

12.cc_If Application holder finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.

13.cc_The Application holder will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Application holder will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.

15.cc_Application holder shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.

Application approved:

Mayor /Clerk


Date:_____

Town of Saratoga
Spring Ave Utility & Street Improvement

CONTRACTOR:
Kilgore Companies LLC dba Lewis & Lewis, Inc.
370 A Blairtown Rd.
Rock Springs, WY 82901

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with work covered by all Payment Application History listed; (2) title of all work, materials, and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against and such lien, security interest or encumbrance); (3) The Contractor agrees to pay each subcontractor/supplier for performance included in this Payment Application no later than 30 days from the receipt of payment the Contractor receives from the OWNER.

I have reviewed and recommend payment of AMOUNT DUE THIS APPLICATION #6



07/10/2023

Josh Morris, PE

Date

T-O Engineers



Construction Manager

Caleb Tygum

Title

Kilgore Companies LLC dba Lewis & Lewis, Inc.

City Representative

Title

Town of Saratoga

Project Pay Estimate # 6

Pay Period: May 21, 2023 - June 28, 2023

	AIP Eligible
Original Contract Price	\$2,105,653.00
Net Change By Change Orders	\$51,305.26
Net Change by LDs	-\$94,250.00
Current Contract Price	\$2,062,708.25
Materials in Storage	\$0.00
Total Work Completed	\$2,105,653.00
Total Completed Work, Change Orders, & Materials in Storage Due to Date Minus LDs	\$2,062,708.25
Retainage 5%	\$103,135.41
Total Completed Work, Change Orders, and Materials in Storage to Date less Retainage	\$1,959,572.84
Less Previous Applications for Payment	\$1,906,120.35
AMOUNT DUE THIS APPLICATION	\$53,452.49
Liquidated Damages Due This Pay Estimate:	\$0.00
AMOUNT DUE THIS APPLICATION MINUS LIQUIDATED DAMAGES	\$53,452.49

PAYMENT		RECORD OF	
APPLICATION HISTORY		CHANGE ORDERS	
Pay Estimate #1	\$454,442.47	Change Order 1	\$51,305.26
Pay Estimate #2	\$425,133.06	Change Order 2	\$0.00
Pay Estimate #3	\$516,132.17	Change Order 3	\$0.00
Pay Estimate #4	\$90,971.24	Change Order 4	\$0.00
Pay Estimate #5	\$419,441.41		
Pay Estimate #6	\$0.00		
Pay Estimate #7	\$0.00		
Pay Estimate #8	\$0.00		
Pay Estimate #9	\$0.00		
Pay Estimate #10	\$0.00	TOTAL	\$51,305.26
Pay Estimate #11	\$0.00		
Pay Estimate #12	\$0.00	LIQUIDATED DAMAGES	
		Liquidated Damages #1	\$43,500.00
		Liquidated Damages #2	\$50,750.00
TOTAL TO DATE	\$1,906,120.35	Total LD's	\$94,250.00

Memorandum of Understanding

Platte Valley Community Center & Town of Saratoga

The Platte Valley Community Center Joint Powers Board (hereafter PVCC) and the Town of Saratoga, Wyoming (hereafter Town) agree that cooperation between the two entities is beneficial to both parties.

PVCC agrees to:

- Provide meeting space for events and activities in all PVCC areas (entire building) related to Town business at no charge – to be scheduled through PVCC Director.
- Provide an office for the Town Recreation Director and space for the Town to operate its recreation programs, ie. the gym, spin room, weight room, stage and small gym.
- PVCC agrees to provide employees to operate the facility (PVCC building). Said employees report to PVCC Joint Powers Board. PVCC is a governmental agency and their employees are entitled to the same governmental benefits as Town of Saratoga employees.

Town agrees to:

- Provide maintenance of all PVCC grounds surrounding the facility to include lawn care and snow removal from the building sidewalks and parking lot.
- Serve as fiscal agent for salaries and benefits for PVCC's employees at PVCC's expense.
- Provide annual fiscal contribution to PVCC (currently \$60,000 paid quarterly) to be determined at the Town's annual budget meetings.

4960

Saratoga-Carbon County Impact JPB

P.O. BOX 486

SARATOGA, WY 82331

INVOICE #07-16-2023

Item 25)

DATE: 07/16/2023

To: Town of Saratoga
P. O. Box 486
Saratoga, WY 82331

For: Reimbursement

DATE OF INVOICE	DESCRIPTION		AMOUNT
7/16/2023	Annual Administrative Fee paid to the Town of Saratoga For Water and Sewer FY23-24		\$ 12,000.00
TOTAL DUE			\$ 12,000.00

Make all checks payable to Saratoga-Carbon County Impact Joint Powers Board

If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522 or biffilisa@hotmail.com

51-531-825

52-532-821

Saratoga-Carbon County Impact JPB

P.O. BOX 486
SARATOGA, WY 82331

INVOICE #07-11-2023**DATE: 07/11/2023**

To: Town of Saratoga
P. O. Box 486
Saratoga, WY 82331

For: Reimbursement

DATE OF INVOICE	DESCRIPTION	AMOUNT
7/11/2023	Invoice #2023-07 – Lisa G. Burton July meeting and gather document for Audit.	\$ 350.00
	EA Engineering Project #23407 Invoice #4305098 & #4306064 Bolted Standpipe Project	\$ 4,740.06
	EA Engineering Project #23411 Invoice #4306066 Spring Avenue Project	\$ 2,070.60
TOTAL DUE		\$ 7,160.66

Make all checks payable to Saratoga-Carbon County Impact Joint Powers Board
If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522 or biffliisa@hotmail.com

2023 Saratoga Pool Price List

DAILY SWIM RATES

Children 4 & under – FREE

Children 5 – 17 - \$3.00*

CHILDREN 8 & UNDER MUST BE ACCOMPANIED BY AN ADULT (15 & OLDER)

CHILDREN 6 & UNDER MUST BE ACCOMPANIED IN THE WATER WITH ADULT OR PASS SWIM TEST

Ages 18 – 64 - \$5.00

Seniors (65+) - ~~\$3.00~~ **FREE**

GROUP RATES (10 OR MORE SWIMMERS)

Children 4 & under – FREE

Children 5 – 17 - \$2.00*

CHILDREN 8 & UNDER MUST BE ACCOMPANIED BY AN ADULT (15 & OLDER)

CHILDREN 6 & UNDER MUST BE ACCOMPANIED IN THE WATER WITH ADULT OR PASS SWIM TEST

Ages 18 – 64 - \$4.00

Seniors (65+) - ~~\$2.00~~ **FREE**

SWIM PASSES (DOES NOT INCLUDE FITNESS CLASSES)

	Month	12 Punch Pass	Season
Youth (5-17)	\$25	\$25	\$60
Adult (18+)	\$50	\$50	\$125
Couple	\$75		\$200
Senior (65+)	\$30	\$30	\$75
FAMILY	Adult or Couple season price plus \$50 per child		

AFTER HOUR POOL RENTAL FEES – See Whisper for details

\$100.00 – 1 HOUR RENTAL (80 PEOPLE OR LESS)

\$175.00 – 2 HOUR RENTAL (80 PEOPLE OR LESS)

WATER AEROBICS FITNESS CLASS RATES

\$5.00 Drop-in per class

\$50.00 Punch Card (12 classes)

\$100.00 Unlimited pool fitness classes

