



## TOWN COUNCIL REGULAR MEETING SEPTEMBER 19, 2023 at 6:00 PM

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

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### AGENDA

#### CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: \_\_Mayor Chuck Davis \_\_Councilman Cooley \_\_Councilwoman Beck  
\_\_Councilman Jerry Fluty \_\_Councilman Jacob Fluty

#### APPROVAL OF THE AGENDA

#### APPROVAL OF THE MINUTES

- 3) Approval of the minutes of September 5, 2023

#### APPROVAL OF THE BILLS

- 4) Deposits - \$311,234.36
- 5) Accounts Payable - \$52,963.50
- 6) Payroll - \$40,996.24
- 7) Transmittals - \$13,457.41

#### CORRESPONDENCE

#### ITEMS FROM THE PUBLIC

- 8) Justin Peterson Storm Drain
- 9) Rusty Rogers - Pole barn at 12th & Farm

#### COUNCIL COMMENTS

#### REPORTS FROM DEPARTMENTS

##### Town Hall

- 10) Wyoming Community Gas Community Project Designation - \$5,657.82
- 11) Ordinance 868 - Town Ordinance Revision per WAM Recommendation
- 12) Special Events Permit - Sophia Borg, Strong Tower Design and The Palomino Hat Bar
- 13) WYDOT Bridge - Saratoga Inn

##### Police Department

**Fire Department**

**Recreation Department**

- [14\)](#) Cuts & Stitches Quote - \$369.00
- [15\)](#) Cowboy Couture Quote - \$533.00
- [16\)](#) Fall Carnival
- [17\)](#) Job Description
- [18\)](#) Memo of Use

**Department of Public Works**

- [19\)](#) Lift Station
- [20\)](#) Flat Bed Truck
- [21\)](#) Floodplain Map Review Proposal

**REPORTS FROM BOARDS AND COMMISSIONS**

**Community Center Joint Powers Board**

Next meeting is October 9, 2023 at 4:30 PM at the PVCC

**Water and Sewer Joint Power Board**

Next meeting is October 11, 2023 at 6:00 PM at the PVCC

**Planning Commission**

Next meeting is October 10, 2023 at 5:30 PM at the Town Hall Council Chambers

**Recreation Commission**

Next meeting is October 2, 2023 at 6:00 PM at the Town Hall Council Chambers

**Saratoga Airport Advisory Board**

Next meeting is October 9, 2023 at 3:30 PM at the Town Hall Council Chambers

**South Central Wyoming Emergency Medical Services Board**

Next meeting is October 16, 2023 at 6:00 PM

**NEW BUSINESS**

**EXECUTIVE SESSION**

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

Exit executive session noting no action was taken and to seal the minutes

**FURTHER BUSINESS**

**ADJOURNMENT**

**THE NEXT TOWN COUNCIL MEETING WILL BE ON  
TUESDAY, OCTOBER 3, 2023 AT 6:00 PM.**



## TOWN COUNCIL REGULAR MEETING SEPTEMBER 05, 2023 at 6:00 PM

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

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### MINUTES

#### CALL TO ORDER

- 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  
Councilman Jerry Fluty

#### APPROVAL OF THE AGENDA

Mayor Davis has a visitor from out of town and wants to move Planning Commission right after Town Hall. Mayor Davis stated to strike ISO reading from Fire Department, add item to the airport, 2 special events permits and number 16 out of Town Hall. Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.

#### APPROVAL OF THE MINUTES

- 3) Approval of the minutes of August 15, 2023  
Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

#### APPROVAL OF THE BILLS

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

- 4) Deposits - \$347,525.26
- 5) Accounts Payable - \$188,693.51
- 6) Payroll - \$51,613.37
- 7) Transmittals - \$42,559.60

## CORRESPONDENCE

No new correspondence.

## ITEMS FROM THE PUBLIC

- 8) Letter from Cindy Carnes  
Clerk Marie Christen read a letter from Cindy Carnes. Councilwoman Beck stated that she asked for quotes for the courts at the parks but hasn't heard anything yet and it is budgeted in this year's budget.
- 9) Saratoga Middle/High School Fundraiser  
Jaida Jennings & Josie Little came on behalf of the junior class to fundraise for prom for next year. The class will paint panther paws on the sidewalks and roads leading up to the high school. Motion made by Councilman Cooley, Seconded by Councilwoman Beck. Motion carried.

## COUNCIL COMMENTS

Mayor Davis stated that printed packets for the agenda will go to the council members. The public can find the packets online.

## REPORTS FROM DEPARTMENTS

### Town Hall

- 10) Clerk Appointment  
Mayor Davis appointed Jenn Anderson to the position of Town Clerk. Mayor Davis read the oath of office to Jenn Anderson. Motion made by Councilwoman Beck, Seconded by Councilman Jerry Fluty. Motion carried.
- 11) Valley Village  
Ellie Dana brought a request to make changes to the area around the building and put up a fence. She also stated that anyone is welcome to tour the building anytime, just get in touch with her. Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 12) Ground Lease Agreement between Town of Saratoga & Valley Village  
Ellie Dana brought the additional insured certificate for the ground lease and brought \$100 for the next 100 years for the lease. Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 13) Letter of Support for funding Mountain West Technologies Projects  
Mayor Davis was approached by Mountain West to bring broadband to the valley. He stated he will send a letter of support.
- 14) Town Owned Land  
Individuals approached Mayor Davis on purchasing town owned land. He wanted to know if the Council is interested in selling. Director Emery Penner stated there is a process involved for selling town owned property. There are RFPs and public hearings involved. There will also be a bid process.  
Randy Raymer stated that the town has sold their land before. Triple D solicited land south of the senior center. Other places have petitioned the town for the property. Randy stated the

Town should get appraisals to know how much the land is worth. He encouraged the council to be careful, know what you use the money for, etc.

Mayor Davis stated that the town should not be in competition with others selling land.

Motion made by Councilman Jacob Fluty to hold off on selling town owned property, Seconded by Councilman Cooley. Motion carried.

15) 2022 Audit

Mayor Davis stated that we are 2 years behind on an audit. Motion made by Councilman Cooley to have Mayor Davis to sign the audit letter when it comes in, Seconded by Councilman Jerry Fluty. Motion carried.

16) Ordinance 868 - Town Ordinance Revision per WAM Recommendation

17) Crimmins Associates Invoice - \$134.29

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

### **Planning Commission**

Next meeting is September 12, 2023 at 5:30 PM at the Town Hall Council Chambers

Chris Vogelsang and Kevin Rangel with OV Consulting in Denver came to present on the walkways in Saratoga with the TAP grant. OV Consulting works with Studio CPG-landscape architecture and FEA in Cheyenne, WY. The purpose of the plan is to configure mobility within the community that is community generated and community supported. They will be building off the 2016 comprehensive master plan and will provide the town with a GIS database.

The project website is called [www.saratogamoves.com](http://www.saratogamoves.com). There will be information about the project and a survey is available. The next community meeting is on Wednesday, September 13 from 5-7pm. For any questions, please contact information for Chris Vogelsang, OV Consulting 303-898-8042.

Director Emery Penner stated that the flood plain maps were created in 1974. Recently the town has received draft maps with a drastic change of the flood plain which will affect insurance, mortgage rates, etc. Reached out to a few firms to appeal, and a firm saw a few things that we saw. There will be a proposal to give a high-level look, and mitigation and levying. Also, if we start looking at maps, we will have to give info about properties that should be in the flood plain and give the most accurate data.

Octagon subdivision first addition was approved several months ago and the plat was recorded. Legally the town did not have a stand and there was a bond in place for improvements with a deadline of August 17th. Randy Raymer stated why is the town giving building permits for a subdivision that is not approved. Director Penner stated that if assurances are put up and we can issue a certain percentage of building permits per our ordinance. The third addition was just presented with the planning commission. Director Penner stated that they are working on the legal side of things currently. Randy Raymer said he doesn't think the bond is worth the paper it is written on. He stated that maybe there needs to be a bigger bond and not to approve the next subdivision.

### **Police Department**

Chief Mike Morris stated there were 287 calls for service from the last meeting.

18) New Vehicle Graphics

Chief Morris stated that they got the new Durango and put a new graphic package on it. Chief would like for all the vehicles to look the same someday. Chief Morris will look at a cheaper alternative to get the graphics on the vehicles. Motion made by Councilman Jacob Fluty to purchase the graphics, Seconded by Councilman Jerry Fluty. Motion carried.

19) 4 Way Stop at Constitution & South River

Chief Morris stated that they are considering putting in a 4 way stop at Constitution and River St. They want to increase public safety with the crosswalks. It consists of \$600 in materials. Motion made by Councilwoman Beck, Seconded by Councilman Jerry Fluty. Motion carried.

### **Fire Department**

Mayor Davis spoke to the Chief and Treasurer of the Fire Department and the ISO rating dropped. They will be at the next meeting to explain it. Pump checks on all of the trucks and pump 13 has an issue. The truck will go to Rock Springs for repairs.

20) ISO Rating

### **Recreation Department**

Mayor Davis thought that people that had the door code can come in anytime to use the gym.

Director Kim Hemenway stated that codes are only available to use during gym hours.

Councilwoman Beck said to get confirmation with everyone and communicate that.

21) Adult Softball League 2024 & Woods Field

The Town is in the process of a lease agreement on the field. The Town will be in control of the field and when little league ends, adult softball would start. The little league would be looking at the ballfields by the airport. Mayor Davis told Director Hemenway that the town supports it and she should ask the little league board about using it.

22) Pool Pass - Baby Pool

A member of the public bought a pool pass for use of the baby pool. The baby pool was closed most of the summer and this member would like a refund or the pool pass to be extended to next year. The council would like to rollover the membership next year after they research how long the pool was closed. Motion made by Councilwoman Beck, Seconded by Councilman Jacob Fluty.

### **Department of Public Works**

An employee will be retiring in November. Director Penner would like to advertise for a Street Operator Level 1 to start training. Motion made by Councilwoman Beck, Seconded by Councilman Jerry Fluty. Motion carried. Advertise in Wyoworks.

lift station at myrtle street. getting parts from last years budget.

23) Transportation Alternative Master Plan

24) Full Time Position for DPW & Rec

Director Emery Penner stated that he has been discussing a support position for Streets Department, Recreation Department and Weed & Pest. He would like the council to review and discuss at the next meeting. It will be a full time position with contribution from Streets, Weed and Pest, Recreation and the Community Center.

- 25) Core & Main Invoices - \$6,036.40  
Motion made by Councilman Jerry Fluty, Seconded by Councilman Cooley. Motion carried.
- 26) WY Machinery Company Invoice - \$2,865.18  
Motion made by Councilwoman Beck, Seconded by Councilman Jerry Fluty. Motion carried.
- 27) Dana Kepner Invoices - \$16,448.46  
Motion made by Councilwoman Beck, Seconded by Councilman Jerry Fluty. Motion carried.
- 28) Iseler Demolition Inc./SCCIJPB Invoice #08-21-2023  
Motion made by Councilwoman Beck to reimburse SCCIJPB, Seconded by Councilman Jerry Fluty. Motion carried.
- 29) Van Diest Supply Company Invoice - \$14,040.00  
Motion made by Councilman Jerry Fluty to pay the invoice which is reimbursable from Carbon County Weed & Pest, Seconded by Councilman Cooley. Motion carried.

## REPORTS FROM BOARDS AND COMMISSIONS

### **Community Center Joint Powers Board**

Next meeting is September 11, 2023 at 4:30 PM at the PVCC

No new updates.

### **Water and Sewer Joint Power Board**

Next meeting is September 13, 2023 at 6:00 PM at the PVCC

No new updates.

### **Recreation Commission**

Next meeting is September 11, 2023 at 6:00 PM at the Town Hall Council Chambers

Motion made by Councilman Cooley to appoint Megan James to the Recreation Commission, Seconded by Councilman Fluty. Motion carried. Councilwoman Beck will follow up with Megan and stated that the Recreation Commission still has out of town positions for the commission.

- 30) Letter of Interest - Megan James

### **Saratoga Airport Advisory Board**

Next meeting is September 11, 2023 at 3:30 PM at the Town Hall Council Chambers

Mayor Davis asked for a motion to recess. Motion made by Councilman Jacob Fluty, Seconded by Councilman Cooley. Motion carried.

Councilwoman Beck made a motion to get back in session and add the special events permits and the Task Order from Armstrong, Seconded by Councilman Jerry Fluty. Motion carried.

Professional engineering services for Armstrong engineering for an airport master plan for \$469,023. Motion made by Councilman Cooley, Seconded by Councilman Jacob Fluty. Motion carried.

**South Central Wyoming Emergency Medical Services Board**  
Next meeting is September 18, 2023 at 6:00 PM at Medicine Bow

No new updates.

**NEW BUSINESS**

Special Events Permit for Riviera Backyard on September 16, 2023 4-7pm  
Motion made by Councilman Jacob Fluty, Seconded by Councilman Cooley. Motion carried. Motion made by Councilman Jacob Fluty to approve the malt beverage permit, Seconded by Councilman Cooley. Motion carried.

Frozen Fore event special events permit  
Motion made by Councilman Jacob Fluty to approve the special events permit for the Frozen Fore, Seconded by Councilman Cooley. Motion carried.

Fall Festival  
Motion made by Councilman Cooley to approve the special events permit for the Fall Festival, Seconded by Councilman Jacob Fluty. Motion carried.

**FURTHER BUSINESS**

No further business.

**ADJOURNMENT**

Motion made by Councilwoman Beck, Seconded by Councilman Cooley. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON  
TUESDAY, SEPTEMBER 19, 2023 AT 6:00 PM.**

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Mayor Chuck Davis

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Marie Christen, Town Clerk



Payment Approval Report Compared to Cash Requirements Report

Report Date	Payment Approval Report Total	Cash Requirements Report Total	Difference	Payee	Check Amount	Check Issue Date	Description
	\$ 52,963.50	\$ 52,963.50	\$ -		\$ -		
					\$ -		
					\$ -		
					\$ -		
				Total	\$ -		

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>AR Gonzales LLC</b>									
7669	AR Gonzales LLC	1083	Ground Keeping Contract For Period 9/	09/18/2023	1,584.00	.00		10-444-262	923
7669	AR Gonzales LLC	1083	Ground Keeping Contract For Period 9/	09/18/2023	176.00	.00		10-410-262	923
7669	AR Gonzales LLC	1083	Ground Keeping Contract For Period 9/	09/18/2023	1,584.00	.00		10-444-262	923
7669	AR Gonzales LLC	1083	Ground Keeping Contract For Period 9/	09/18/2023	176.00	.00		10-410-262	923
Total AR Gonzales LLC:					3,520.00	.00			
<b>Assoc of Public Treasurers of US Canada</b>									
7608	Assoc of Public Treasurers of US Cana	27146	Membership Renewal-Municipality Pop	08/01/2023	159.00	.00		10-411-245	923
Total Assoc of Public Treasurers of US Canada:					159.00	.00			
<b>BCN</b>									
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	5.83	.00		42-533-270	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	5.83	.00		10-422-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	5.84	.00		10-412-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	27.51	.00		10-421-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	5.83	.00		10-431-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	27.51	.00		10-411-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	2.50	.00		51-531-280	923
5860	BCN	23593803	Acct# 7267-Landline Long Distance-Se	09/01/2023	2.50	.00		52-532-280	923
Total BCN:					83.35	.00			
<b>Carbon County Public Health</b>									
7249	Carbon County Public Health	TS41562	Immunizations-Water	09/07/2023	239.00	.00		51-531-240	923
7249	Carbon County Public Health	TS41562	Immunizations-Sewer	09/07/2023	239.00	.00		52-532-240	923
Total Carbon County Public Health:					478.00	.00			
<b>CARBON POWER &amp; LIGHT, INC.</b>									
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1314700-Kathy Glode Park R	09/01/2023	32.64	.00		10-444-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1121500-112 S River Meter#	09/01/2023	142.94	.00		10-422-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1317500-117 E Spring St Met	09/01/2023	68.41	.00		10-422-270	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1115800-Pumping Station Me	09/01/2023	84.81	.00		52-532-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130000-Kathy Glode Park S	09/01/2023	30.12	.00		10-444-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130100-Maint Shop 311 S Ri	09/01/2023	129.38	.00		10-431-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130400-Sewer Lift 510 E My	09/01/2023	33.36	.00		52-532-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130500-Street Lights-No Met	09/01/2023	4,334.67	.00		10-431-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130800-SP Meter# 9583099	09/01/2023	1,088.34	.00		10-441-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1130800-SP Meter# 9583099	09/01/2023	362.77	.00		10-442-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1131100-Water Tower South	09/01/2023	115.22	.00		51-531-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1144102-Trl Space Meter# 95	09/01/2023	639.73	.00		10-443-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1157302-Pump #3 Meter# 10	09/01/2023	41.28	.00		10-443-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1199800-Runway Lights Mete	09/01/2023	153.75	.00		42-533-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1225000-Veterans Island Met	09/01/2023	38.16	.00		10-444-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1237500-Lagoon Meter# 844	09/01/2023	4,633.15	.00		52-532-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1284100-New Beacon Meter#	09/01/2023	30.00	.00		42-533-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1288300-Rstrms Meter# 1147	09/01/2023	30.00	.00		10-443-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1308900-River & Bridge Mete	09/01/2023	100.73	.00		10-431-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1309000-Bridge & 2nd Street	09/01/2023	90.97	.00		10-431-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1321600-Weather Station Met	09/01/2023	44.52	.00		42-533-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1327900-1st & Spring Rstrms	09/01/2023	71.17	.00		10-431-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 1330501-210 W Elm Meter# 1	09/01/2023	61.21	.00		10-410-262	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 7311300-110 E Spring St Met	09/01/2023	319.01	.00		10-411-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 7311300-110 E Spring St Met	09/01/2023	319.00	.00		10-421-270	923
1725	CARBON POWER & LIGHT, INC.	166-0801-0901	CP Acct# 7331200-Well Field Meter# 1	09/01/2023	4,137.03	.00		51-531-270	923
Total CARBON POWER & LIGHT, INC.:					17,132.37	.00			
<b>CASELLE INC.</b>									
1760	CASELLE INC.	127015	Contract Support & Maintenance-10/1/2	09/01/2023	1,227.00	.00		10-411-320	923
1760	CASELLE INC.	127015	Contract Support & Maintenance-10/1/2	09/01/2023	43.00	.00		10-413-320	923
Total CASELLE INC.:					1,270.00	.00			
<b>ECS Engineers</b>									
7699	ECS Engineers	7803	Professional Services Rendered-8/4/23	09/13/2023	5,437.13	.00		10-411-760	923
Total ECS Engineers:					5,437.13	.00			
<b>JANE CAREY</b>									
7180	JANE CAREY	08312023	Water Aerobics Class Instruction Augus	09/07/2023	262.00	.00		10-441-321	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total JANE CAREY:					262.00	.00			
<b>Kylie M Waldrip P.C.</b>									
7410	Kylie M Waldrip P.C.	3414	Professional Legal Services Rendered-	09/01/2023	610.50	.00		10-411-310	923
7410	Kylie M Waldrip P.C.	3414	Professional Legal Services Rendered-	09/01/2023	647.50	.00		10-412-310	923
7410	Kylie M Waldrip P.C.	3414	Professional Legal Services Rendered-	09/01/2023	185.00	.00		10-445-310	923
Total Kylie M Waldrip P.C.:					1,443.00	.00			
<b>MOTOROLA SOLUTIONS</b>									
3930	MOTOROLA SOLUTIONS	8230423412	SVC01SVC1424C-10/1/23 to 10/31/23-	09/02/2023	1,159.55	.00		10-421-320	923
3930	MOTOROLA SOLUTIONS	8230423412	SVC02SVC0662A-10/1/23 to 10/31/23-	09/02/2023	263.11	.00		10-421-320	923
3930	MOTOROLA SOLUTIONS	8230423412	SVC01SVC0335A-10/1/23 to 10/31/23-	09/02/2023	.00	.00		10-421-320	923
Total MOTOROLA SOLUTIONS:					1,422.66	.00			
<b>MPM CORP</b>									
3945	MPM CORP	9148899	Trash Removal For August 2023-Sarato	08/31/2023	240.00	.00		10-443-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Vetera	08/31/2023	80.00	.00		10-444-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Hot P	08/31/2023	80.00	.00		10-442-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-TH	08/31/2023	17.50	.00		10-411-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-PD	08/31/2023	17.50	.00		10-421-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Kathy	08/31/2023	45.00	.00		10-444-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Maint	08/31/2023	45.00	.00		10-431-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Maint	08/31/2023	45.00	.00		51-531-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Maint	08/31/2023	45.00	.00		52-532-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Sewer	08/31/2023	35.00	.00		52-532-262	923
3945	MPM CORP	9148899	Trash Removal For August 2023-Dog P	08/31/2023	45.00	.00		10-444-262	923
Total MPM CORP:					695.00	.00			
<b>NORCO, INC</b>									
7148	NORCO, INC	38599299	Acct# HO322-Cylinder Rent-August 20	09/01/2023	14.26	.00		10-431-240	923
7148	NORCO, INC	38599299	Acct# HO322-Cylinder Rent-August 20	09/01/2023	14.26	.00		51-531-240	923
7148	NORCO, INC	38599299	Acct# HO322-Cylinder Rent-August 20	09/01/2023	14.26	.00		52-532-240	923
Total NORCO, INC:					42.78	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>ONE CALL OF WYOMING</b>									
4140	ONE CALL OF WYOMING	68498	Tickets For August 2023-Water	09/08/2023	37.13	.00		51-531-226	923
4140	ONE CALL OF WYOMING	68498	Tickets For August 2023-Sewer	09/08/2023	37.12	.00		52-532-226	923
Total ONE CALL OF WYOMING:					74.25	.00			
<b>Sanchez Lawn &amp; Maintenance</b>									
7694	Sanchez Lawn & Maintenance	1843	Brush Cut / Weed Eat (14)-Airport	09/05/2023	2,240.00	.00		42-533-485	923
Total Sanchez Lawn & Maintenance:					2,240.00	.00			
<b>Saratoga Recycling</b>									
7156	Saratoga Recycling	10167	Commercial Recycling 8/2/2023-TH	09/01/2023	30.00	.00		10-411-262	923
Total Saratoga Recycling:					30.00	.00			
<b>SARATOGA SUN, INC</b>									
4940	SARATOGA SUN, INC	08312023	Inv# 37261-Legal# 8695-Meeting Minut	08/31/2023	610.50	.00		10-411-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37379-Legal# 8703-Minutes-8/24/	08/31/2023	527.25	.00		10-411-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37380-Legal# 8699-Sub Applicatio	08/31/2023	101.75	.00		10-412-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37382-Legal# 8705-Cash Require	08/31/2023	74.00	.00		10-411-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37383-Legal# 8704-Manual Check	08/31/2023	37.00	.00		10-411-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37457-Legal# 8710-Pickup Truck	08/31/2023	18.50	.00		10-431-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37457-Legal# 8710-Pickup Truck	08/31/2023	18.50	.00		51-531-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37457-Legal# 8710-Pickup Truck	08/31/2023	18.50	.00		52-532-220	923
4940	SARATOGA SUN, INC	08312023	Inv# 37469-8" Display Ad-Open House-	08/31/2023	74.00	.00		10-412-220	923
Total SARATOGA SUN, INC:					1,480.00	.00			
<b>SHIVELY HARDWARE CO (Fire Dept#28120)</b>									
7585	SHIVELY HARDWARE CO (Fire Dept#	08312023	Inv# 085776-Korky 2" Toilet Flapper-VF	08/31/2023	6.69	.00		10-422-262	923
7585	SHIVELY HARDWARE CO (Fire Dept#	08312023	Inv# 086740-3/4 Tee SxSxS-3/4 45Deg	08/31/2023	21.41	.00		10-422-262	923
7585	SHIVELY HARDWARE CO (Fire Dept#	08312023	Inv# 086742-3/4 Tee SxSxS-VFD	08/31/2023	10.98	.00		10-422-262	923
7585	SHIVELY HARDWARE CO (Fire Dept#	08312023	Inv# 086744-Credit Return-3/4 45Deg S	08/31/2023	3.59	.00		10-422-262	923
Total SHIVELY HARDWARE CO (Fire Dept#28120):					35.49	.00			
<b>Stinker Stores Inc. for AR Dept. 566</b>									
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817401-76.5790 Gal-August 20	08/31/2023	286.95	.00		51-531-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817402-31.6900 Gal-August 20	08/31/2023	117.47	.00		52-532-256	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817420-138.8280 Gal-August 2	08/31/2023	553.78	.00		10-431-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817583-12.2110 Gal-August 20	08/31/2023	48.93	.00		10-422-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817673-187.5780 Gal-August 2	08/31/2023	758.64	.00		10-431-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817686-88.7390 Gal-August 20	08/31/2023	346.16	.00		10-431-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817779-43.7330 Gal-August 20	08/31/2023	84.98	.00		55-571-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817779-43.7330 Gal-August 20	08/31/2023	84.98	.00		55-572-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817837-65.5980 Gal-August 20	08/31/2023	258.91	.00		10-431-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 4817866-26.4070 Gal-August 20	08/31/2023	99.61	.00		10-422-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649130-28.3950 Gal-August 20	08/31/2023	105.55	.00		10-421-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649134-173.8710 Gal-August 2	08/31/2023	313.75	.00		51-531-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649134-173.8710 Gal-August 2	08/31/2023	313.74	.00		52-532-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649188-11.1950 Gal-August 20	08/31/2023	41.50	.00		10-422-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649275-65.1930 Gal-August 20	08/31/2023	248.24	.00		10-421-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649356-20.1970 Gal-August 20	08/31/2023	38.32	.00		10-431-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649356-20.1970 Gal-August 20	08/31/2023	19.16	.00		51-531-256	923
7438	Stinker Stores Inc. for AR Dept. 566	CFN008318	Card# 9649356-20.1970 Gal-August 20	08/31/2023	19.15	.00		52-532-256	923
Total Stinker Stores Inc. for AR Dept. 566:					3,739.82	.00			
<b>SUNDAHL POWERS KAPP &amp; MARTIN LLC</b>									
7551	SUNDAHL POWERS KAPP & MARTIN	15423	Professional Legal Services Rendered-	09/15/2023	992.00	.00		10-411-310	923
7551	SUNDAHL POWERS KAPP & MARTIN	15423	Professional Legal Services Rendered-	09/15/2023	969.00	.00		10-413-310	923
Total SUNDAHL POWERS KAPP & MARTIN LLC:					1,961.00	.00			
<b>TEAM LABORATORY CHEMICAL CORP</b>									
6475	TEAM LABORATORY CHEMICAL COR	INV0037651	Customer# 500615-Fine Road Patch O	08/31/2023	2,170.00	.00		22-446-250	923
Total TEAM LABORATORY CHEMICAL CORP:					2,170.00	.00			
<b>TIMBER LINE ELECTRIC &amp; CONTROL CORP</b>									
7006	TIMBER LINE ELECTRIC & CONTROL	7860	Troubleshooting Issues-Motorola Radio	08/30/2023	6,541.00	.00		51-531-740	923
Total TIMBER LINE ELECTRIC & CONTROL CORP:					6,541.00	.00			
<b>VALERIE L. LARSCHEID</b>									
6981	VALERIE L. LARSCHEID	09072023	Water Aerobics Fitness Class Instructio	09/07/2023	268.00	.00		10-441-321	923
Total VALERIE L. LARSCHEID:					268.00	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>VALLEY OIL COMPANY</b>									
5705	VALLEY OIL COMPANY	6794	Card# 1130-84.2330 Gal-August 2023	08/31/2023	388.35	.00		10-421-256	923
5705	VALLEY OIL COMPANY	6794	Card# 2038-63.8440 Gal-August 2023	08/31/2023	249.73	.00		10-421-256	923
5705	VALLEY OIL COMPANY	6794	Card# 2039-117.0520 Gal-August 2023	08/31/2023	498.11	.00		10-421-256	923
5705	VALLEY OIL COMPANY	6794	Card# 2042-147.1190 Gal-August 2023	08/31/2023	571.16	.00		10-421-256	923
Total VALLEY OIL COMPANY:					1,707.35	.00			
<b>VAN DIEST SUPPLY CO.</b>									
5720	VAN DIEST SUPPLY CO.	76970	ULV Flushing Solution (8)-Weed Contro	08/28/2023	208.80	.00		55-572-245	923
Total VAN DIEST SUPPLY CO.:					208.80	.00			
<b>WYOMING RETIREMENT SYSTEM</b>									
6205	WYOMING RETIREMENT SYSTEM	243388	Volunteer Firefighter and EMT Pension-	09/06/2023	562.50	.00		10-422-170	923
Total WYOMING RETIREMENT SYSTEM:					562.50	.00			
Grand Totals:					52,963.50	.00			

Dated: \_\_\_\_\_

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

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

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

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

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Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
09/18/2023		7669	AR Gonzales LLC	1083	3,520.00	.00	.00	3,520.00			
09/30/2023		7608	Assoc of Public Treasurers	27146	159.00	.00	.00	159.00			
09/01/2023		5860	BCN	23593803	83.35	.00	.00	83.35			
09/30/2023		7249	Carbon County Public Heal	TS41562	478.00	.00	.00	478.00			
09/20/2023		1725	CARBON POWER & LIGH	166-0801-09	17,132.37	.00	.00	17,132.37			
09/26/2023		1760	CASELLE INC.	127015	1,270.00	.00	.00	1,270.00			
10/13/2023		7699	ECS Engineers	7803	5,437.13	.00	.00	5,437.13			
09/07/2023		7180	JANE CAREY	08312023	262.00	.00	.00	262.00			
09/29/2023		7410	Kylie M Waldrip P.C.	3414	1,443.00	.00	.00	1,443.00			
10/02/2023		3930	MOTOROLA SOLUTIONS	8230423412	1,422.66	.00	.00	1,422.66			
09/30/2023		3945	MPM CORP	9148899	695.00	.00	.00	695.00			
09/01/2023		7148	NORCO, INC	38599299	42.78	.00	.00	42.78			
09/08/2023		4140	ONE CALL OF WYOMING	68498	74.25	.00	.00	74.25			
09/30/2023		7694	Sanchez Lawn & Maintena	1843	2,240.00	.00	.00	2,240.00			
10/01/2023		7156	Saratoga Recycling	10167	30.00	.00	.00	30.00			
09/30/2023		4940	SARATOGA SUN, INC	08312023	1,480.00	.00	.00	1,480.00			
08/31/2023		7585	SHIVELY HARDWARE CO	08312023	35.49	.00	.00	35.49			
09/30/2023		7438	Stinker Stores Inc. for AR	CFN008318	3,739.82	.00	.00	3,739.82			
09/15/2023		7551	SUNDAHL POWERS KAP	15423	1,961.00	.00	.00	1,961.00			
09/30/2023		6475	TEAM LABORATORY CHE	INV0037651	2,170.00	.00	.00	2,170.00			
09/29/2023		7006	TIMBER LINE ELECTRIC	7860	6,541.00	.00	.00	6,541.00			
09/07/2023		6981	VALERIE L. LARSCHIED	09072023	268.00	.00	.00	268.00			
09/15/2023		5705	VALLEY OIL COMPANY	6794	1,707.35	.00	.00	1,707.35			
10/12/2023		5720	VAN DIEST SUPPLY CO.	76970	208.80	.00	.00	208.80			
10/12/2023		6205	WYOMING RETIREMENT	243388	562.50	.00	.00	562.50			
Grand Totals:				25	52,963.50	.00	.00	52,963.50			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
08/31/2023	35.49	.00	.00	35.49	35.49
09/01/2023	126.13	.00	.00	126.13	161.62
09/07/2023	530.00	.00	.00	530.00	691.62
09/08/2023	74.25	.00	.00	74.25	765.87
09/15/2023	3,668.35	.00	.00	3,668.35	4,434.22
09/18/2023	3,520.00	.00	.00	3,520.00	7,954.22
09/20/2023	17,132.37	.00	.00	17,132.37	25,086.59
09/26/2023	1,270.00	.00	.00	1,270.00	26,356.59
09/29/2023	7,984.00	.00	.00	7,984.00	34,340.59
09/30/2023	10,961.82	.00	.00	10,961.82	45,302.41
10/01/2023	30.00	.00	.00	30.00	45,332.41
10/02/2023	1,422.66	.00	.00	1,422.66	46,755.07
10/12/2023	771.30	.00	.00	771.30	47,526.37
10/13/2023	5,437.13	.00	.00	5,437.13	52,963.50
Grand Totals:	52,963.50	.00	.00	52,963.50	

Report Criteria:

Includes the following check types:  
 Manual, Payroll, Supplemental, Void  
 Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
09/10/2023	PC	09/14/2023	52204	251		01-112000	904.96-
09/10/2023	PC	09/14/2023	52205	267		01-112000	103.89-
09/10/2023	PC	09/14/2023	52206	9171		01-112000	886.92-
09/10/2023	PC	09/14/2023	52207	254		01-112000	277.87-
09/10/2023	PC	09/14/2023	52208	19		01-112000	1,756.15-
09/10/2023	PC	09/14/2023	52209	134		01-112000	1,828.07-
09/10/2023	PC	09/14/2023	52210	257		01-112000	121.99-
09/10/2023	PC	09/14/2023	52211	39		01-112000	1,223.91-
09/10/2023	PC	09/14/2023	914203	40		01-112000	1,796.27-
09/10/2023	PC	09/14/2023	914203	46		01-112000	1,478.47-
09/10/2023	PC	09/14/2023	914203	48		01-112000	2,225.01-
09/10/2023	PC	09/14/2023	914203	49		01-112000	2,251.15-
09/10/2023	PC	09/14/2023	914203	78		01-112000	1,468.73-
09/10/2023	PC	09/14/2023	914203	86		01-112000	1,544.63-
09/10/2023	PC	09/14/2023	914203	111		01-112000	2,064.68-
09/10/2023	PC	09/14/2023	914203	88		01-112000	1,387.07-
09/10/2023	PC	09/14/2023	914203	112		01-112000	1,974.46-
09/10/2023	PC	09/14/2023	914204	74		01-112000	1,375.81-
09/10/2023	PC	09/14/2023	914204	201		01-112000	187.38-
09/10/2023	PC	09/14/2023	914204	202		01-112000	857.56-
09/10/2023	PC	09/14/2023	914204	216		01-112000	287.70-
09/10/2023	PC	09/14/2023	914204	217		01-112000	287.70-
09/10/2023	PC	09/14/2023	914204	226		01-112000	1,210.34-
09/10/2023	PC	09/14/2023	914204	227		01-112000	104.56-
09/10/2023	PC	09/14/2023	914204	235		01-112000	2,447.66-
09/10/2023	PC	09/14/2023	914204	238		01-112000	218.43-
09/10/2023	PC	09/14/2023	914204	238		01-112000	182.93-
09/10/2023	PC	09/14/2023	914205	245		01-112000	1,882.94-
09/10/2023	PC	09/14/2023	914205	247		01-112000	1,612.58-
09/10/2023	PC	09/14/2023	914205	253		01-112000	131.59-
09/10/2023	PC	09/14/2023	914205	256		01-112000	33.22-
09/10/2023	PC	09/14/2023	914205	259		01-112000	60.84-
09/10/2023	PC	09/14/2023	914205	263		01-112000	1,036.05-
09/10/2023	PC	09/14/2023	914205	264		01-112000	3,069.35-
09/10/2023	PC	09/14/2023	914205	265		01-112000	1,390.65-
09/10/2023	PC	09/14/2023	914205	266		01-112000	1,324.72-
Grand Totals:							<u>40,996.24-</u>
				<u>36</u>			

Report Criteria:

Paid transmittals included

Begin Date: ALL

End Date: ALL

Transmittal Transaction.Check number = 091520231,052238,052239,52237,91920231

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount	GL Updated	Check Date
<b>52237</b>									
16	DEARBORN L LIFE INSU	52237	07/16/2023	91-00	GROUP/ACCOUNT # 0000310079 - 1 Life Insurance Pay Period: 7/16/20	10-212700	59.80	No	09/18/2023
16	DEARBORN L LIFE INSU	52237	08/13/2023	91-00	GROUP/ACCOUNT # 0000310079 - 1 Life Insurance Pay Period: 8/13/20	10-212700	67.14	No	09/18/2023
16	DEARBORN L LIFE INSU	52237	09/10/2023	91-00	Adjustment	10-212700	59.80-	No	09/18/2023
16	DEARBORN L LIFE INSU	52237	09/10/2023	91-00	Adjustment	10-212700	1.56-	No	09/18/2023
Total 52237:							65.58		
<b>52238</b>									
3	GREAT-WEST TRUST CO	52238	08/27/2023	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 8/27/2023	10-212500	185.00	No	09/18/2023
3	GREAT-WEST TRUST CO	52238	08/27/2023	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 8/27/2023	10-212500	130.00	No	09/18/2023
Total 52238:							315.00		
<b>52239</b>									
3	GREAT-WEST TRUST CO	52239	09/10/2023	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 9/10/2023	10-212500	185.00	No	09/18/2023
3	GREAT-WEST TRUST CO	52239	09/10/2023	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 9/10/2023	10-212500	130.00	No	09/18/2023
Total 52239:							315.00		
<b>91520231</b>									
1	EFTPS -TAXES	91520231	09/10/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 9/10/20	10-212100	3,160.79	No	09/15/2023
1	EFTPS -TAXES	91520231	09/10/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 9/10/20	10-212100	3,160.79	No	09/15/2023
1	EFTPS -TAXES	91520231	09/10/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 9/10/2023	10-212100	739.24	No	09/15/2023
1	EFTPS -TAXES	91520231	09/10/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 9/10/2023	10-212100	739.24	No	09/15/2023
1	EFTPS -TAXES	91520231	09/10/2023	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period	10-212200	4,017.34	No	09/15/2023
Total 91520231:							11,817.40		
<b>91920231</b>									
11	AFLAC BENEFIT SERVIC	91920231	07/30/2023	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 7/30/2	10-212500	48.47	No	09/19/2023
11	AFLAC BENEFIT SERVIC	91920231	07/30/2023	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 7/30/20	10-212500	266.34	No	09/19/2023
11	AFLAC BENEFIT SERVIC	91920231	08/13/2023	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 8/13/2	10-212500	48.47	No	09/19/2023
11	AFLAC BENEFIT SERVIC	91920231	08/13/2023	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 8/13/20	10-212500	266.34	No	09/19/2023

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount	GL Updated	Check Date
11	AFLAC BENEFIT SERVIC	91920231	08/27/2023	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 8/27/2	10-212500	48.47	No	09/19/2023
11	AFLAC BENEFIT SERVIC	91920231	08/27/2023	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 8/27/20	10-212500	266.34	No	09/19/2023
Total 91920231:							944.43		
Grand Totals:							13,457.41		

Report Criteria:

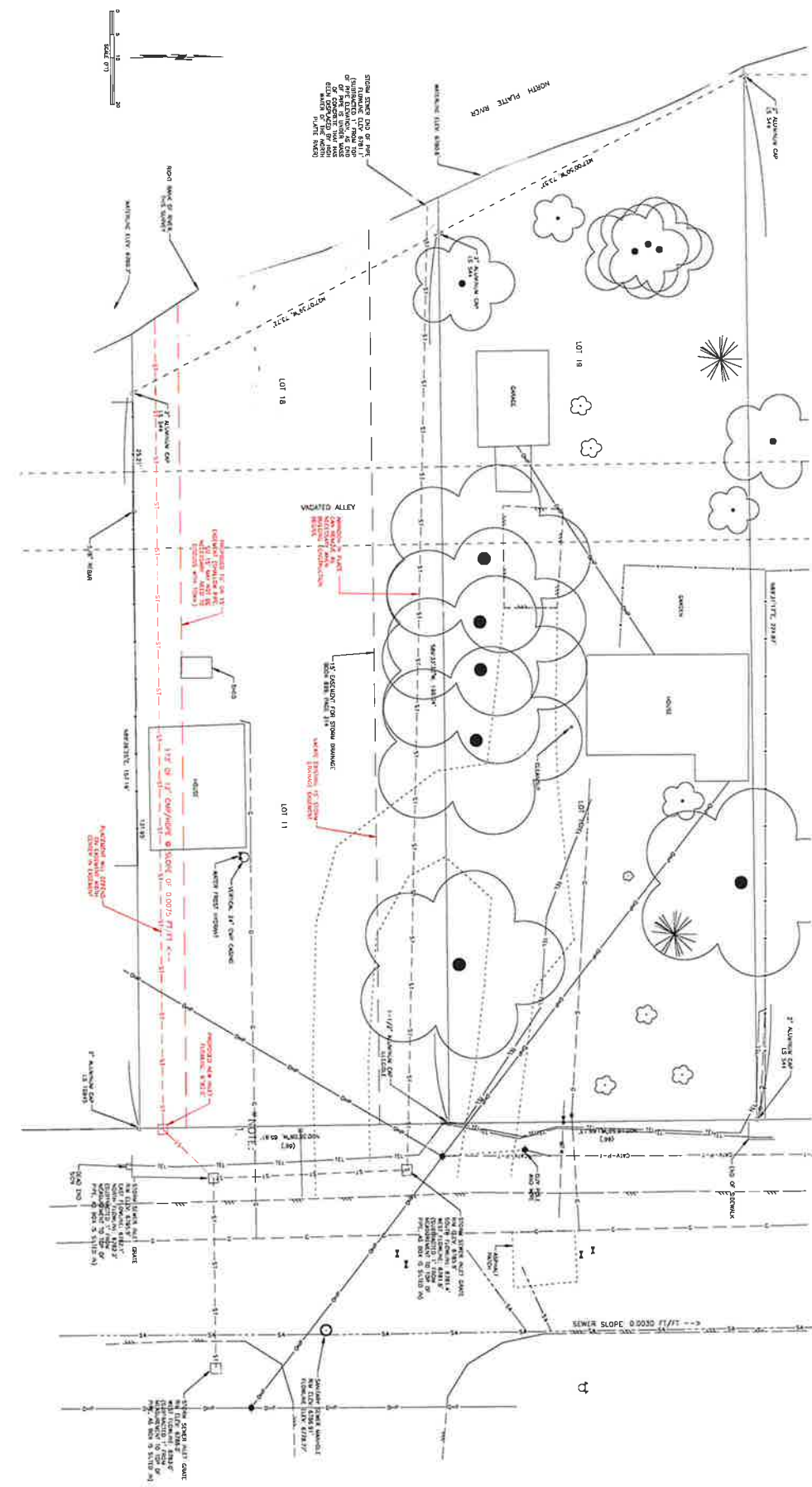
Paid transmittals included  
 Begin Date: ALL  
 End Date: ALL  
 Transmittal Transaction.Check number = 091520231,052238,052239,52237,91920231

# Peterson storm drain relocation)



DATE	SCALE	BY	CHECKED	APPROVED	DRAWN BY	LIC
08/29/23	CUSTOM SCALE	LJC	DC		LJC	
JOB NO. 2340015			OWNER JUSTIN AND SHELLY PETERSON			
FIELD BOOK NO.			PROJECT 114 & 202 N. VETERAN ST.			
			TITLE SITE PLAN			
			C1.0			

ENGINEERING ASSOCIATES - CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS





### Community Project Designations

Every year Wyoming Community Gas makes a distribution of earnings to member communities. This year our Board of Directors would like you to designate the project(s) your City or Town wants the money used for before we issue the check. This will give Wyoming Community Gas more direct exposure to the citizens in each community.

Please return this form as soon as possible, preferably by December 31, 2023.

#### Town of Saratoga

\$ 5,657.82

The Town of Saratoga has designated the distribution from Wyoming Community Gas as follows:

<u>Project</u>	<u>Amount</u>	<u>Check Designee</u>

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Please return the completed form by EMAIL to Natalie Flood at [natalie.flood@constellation.com](mailto:natalie.flood@constellation.com), or by FAX to 877-382-8787

**ORDINANCE 868**

**A REVISION OF ORDINANCE NO. 2.24.020**

**AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING  
REVISING CHAPTER 2.24.020 OF THE TOWN OF SARATOGA MUNICIPAL CODE  
REGULATING  
THE COMPOSITION OF THE RECREATION COMMISSION**

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

WHEREAS, Chapter 2.24 of the Town of Saratoga Municipal Code concerns the Recreation Commission; and,

WHEREAS, the Governing Body of the Town of Saratoga has determined it is in the best interest of the citizens of the Town to amend Chapter 2.24.020 of the Town of Saratoga Municipal Code to amend the Composition and Appointment of the Recreation Commission to more efficiently serve the needs of the Town of Saratoga; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING that Chapter 2.24.020 of the Saratoga Municipal Code shall be amended to read as follows:

**Section 1:** Chapter 2.24.020 of the Saratoga Municipal Code is hereby amended to read as follows:  
~~2.24.020~~ **Composition—Appointment.**

The recreation commission shall consist of seven members; at least five of whom shall be residents of the town, and two of whom may be nonresidents of the town, but shall reside within Carbon County School District No. 2. A Town council member shall be appointed as a liaison to the Board by the mayor and shall serve at the pleasure of the mayor (hereinafter referred to as the “Liaison Council Member”. The Liaison Council Member shall not be a voting member of the Board and shall have no authority over the Board. The Liaison Council Member may be removed with or without cause by the mayor in his sole discretion. The Liaison Council Member is not to be considered a member of the Board. The recreation commission shall be appointed by the mayor with the approval of the town council. (Ord. 711, 2003; Ord. 641, 1999; Ord. 515, 1988; prior code § 15-8)



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

PASSED ON FIRST READING THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED ON SECOND READING THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

Town of Saratoga, Wyoming

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

ATTEST:

ATTESTATION

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

\_\_\_\_\_  
Jenn Anderson, Town Clerk

TOWN OF SARATOGA  
SPECIAL EVENTS APPLICATION

Applicant Name: <u>Sophia Borg</u>	Organization: <u>Strong Tower Designs The Palomero Hat Bar</u>
Address: <u>Po Box 148</u>	Address: <u>104 E. Bridge St.</u>
City/State/Zip: <u>Saratoga Wy 82331</u>	City/State/Zip: <u>Saratoga Wy 82331</u>
Phone: _____ Cell: <u>850 340 1864</u> e-mail: <u>Sophiaborg@gmail.com</u>	Phone: _____ Cell: <u>307 710 0751</u> e-mail: _____
DATE of Event: <u>Oct. 21, 2023</u>	Start Time for Event: <u>10 am</u>
LOCATION: <u>109 E. Spring St + Town Lot</u>	End Time for Event: <u>4 pm</u>

Please check one:  Behind wolf  
 SMALL EVENT – less than 100 participants  
 LARGE EVENT – more than 100 participants

Describe briefly the proposed event.  
A Community fall festival

Use additional sheet if necessary.

Location of the event (please be specific)  
109 E Spring Street Saratoga Wy (Empty lot) +  
we would like to also use the town parking  
lot behind the Wolf + Close the street in between.

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

Approximate number of participants expected: 00 040 50 - 100  
Approximate number of support staff/volunteers: 30 plus

Number of vehicles anticipated and parking requirements: No parking Requirements  
+ no vehicles needing special parking

Will town property be used for this event: if allowed yes  
 yes  no (if yes, please explain fully)  
The parking lot behind wolf for the lot for businesses  
to set up fall festival booths. Also the street  
in between the to lots

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

- What traffic control or parking issues are you anticipating: none  
No parking issues or traffic control  
will be a problem

- What parking plan have you in place: There should be plenty of parking street side + in other lots + spaces
- What services do you require from the Police Department or DPW? : I Do not think we will need any extra services
- What are your security plans: : No plan is foreseen but can construct a plan per towns requirements.
- What services are required from the Fire Department? : No services will be required
- What services are required from the Planning Commission? : No services will be required
- What plans have you made for garbage containment and removal? We will have garbage bins around lots + will remove all trash. Each booth will be responsible
- What plans have you made for sanitary control/portable toilets?: The Towns lots, have the public Restrooms
- 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 food sales Food Trucks are welcome + well as local Restaurants.

❖ 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.

No Alcohol

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

• Any other request by applicant: No Request except the closure of street between the to lots as stated previously

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

Sophia Borg 850 340 1864  
Ray Bernal 307 710 0751

On-site  
Manager: Sophia Borg  
Home Phone: \_\_\_\_\_ Cell Phone: 850 340 1864

Alternate On-site Manager  
Home Phone: Ray Bernal Cell Phone: 307 710 0751

**Insurance Information:** (if applicable)

Name of Insurance  
Company: Burns Insurance  
Address: 410 S. 1st St. Saratoga WY  
Phone Number: 307 326 8825  
Contact Person: Shandi C.  
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 31~~00~~, day of August, 2023

Sophia Borg  
Applicant Signature

## **First Annual Community Fall Festival**

**Sophia Borg: The Palomino Hat Bar**

**104 East Bridge Street/Po Box 148**

**Saratoga, Wyoming 82331**

**October 21, 2023 10am-4pm**

**109 East Spring Street/ Town Lot behind Hotel Wolf**

### **Schedule of Events**

- **8 am Vendor/Booth/Food Truck Setup Setup (Can Provide list of vendors before festival date)**
- **10am Festival Starts: Some Activities Run all Day**
- **10 am 5 and under and 6-12 Pumpkin painting Contest**
  - **In discussion with Platte Valley Art Council about running this.**
  - **One duration**
  - **Judge will be selected for each age group**
- **10:30 Hay Ride up and down the street (liability forms will be signed)**
- **11:00 am Double Elimination Cornhole Tournament**
- **11:30 am 12-17 Pumpkin Carving Contest (1 ½ hour Duration)**
- **12 pm Group Scarecrow Decorating Turn in (Bring the scarecrow you decorated at home to win. Must Stand up alone Three Categories.)**
- **12:30 pm – 3:30/4 Singer/Song writer Brian Rhea from Nashville, Tn Concert**
- **1pm 18 and up Adult Pumpkin Carving Competition**
- **3pm Pie Contest and Sale**

- **4pm End of event.**

Cuts & Stitches

P O Box 1653

Saratoga WY 82331

[Wyomom1@yahoo.com](mailto:Wyomom1@yahoo.com)

2023 Football Rec Program

41 total shirts required (gray) kids and adult

1 color front logo ( as agreed upon design)

\$9.00 each to be delivered asap

**\$ 369.00 total**

Thank you for allowing me to bid.

Deb Arnold



**Youth Flag Football League**

Gildan 64000 tee in Sport Grey are basic tees \$13.00 each with 2 color ink per shirt

District Brand 6000 is a great option \$14.00

Bella Canvas 3413 are a favorite tee. Everyone loves them . \$16.00 per shirt with 2 color ink

all of these are available in adult and youth options!

If they want names on the back add \$5 per shirt

I look forward to working with you.

MJ-Maria Johnson307-326-8306

The Cowboy Couture

**\$533.00=total**







### Guarantee of event.

Good afternoon, Kim Hemenway,

Thank you for choosing J & J Second Chance Small Holdings to come to your Fall Carnival.

Date of Event: October 14th, 2023

Time of event: 11pm – 2pm

-We will be there approximately ½ hour to 1 hour prior to set up

- ½ hour after event to tear down.

-This allows us to have time to clean up.

Location: Veterans Island Park, Saratoga Wyoming

Amount of people Expected: Unknown

Amount of area needed: At least 10' x 10' we always appreciate more space.

Number of Goats expected to bring: 7-10 goats.

Cost for this Event is \$100 for Travel.

We will be able to put out donation buckets for rest of costs.

We have 3 options - if you would like we can wait until the 2 days prior to make a decision of what type of set-up you want. That way we can work with the weather.

**1** - If it is indoor with diapers - the set up takes 15-20 minutes and we are there for around 2+ hours (it is how long we can keep them in diapers). We set up a fence to keep them from running all over the place.

**2** - If it is outdoor it takes us 30 min to set up, 30 min to breakdown, and we can stay set up for 3-4 hours. This is approx. a 10x10 area. They still dress up but no diapers.

**3** - If it is indoor without diapers (Set up is a lot like set up outside) we put down 3 layers of protection and cushion for the floors, this is a 10x10 area, they still dress up. This is when we have bad weather but still want to have the event.

For this open event you will get to, brush, feed, and love on the goats. Over 12 may pick up and hold the goats.

I would recommend that you do food before and while we are setting up so the kids eat when they are cleaner.

No matter what they will have fairy wings on!!!

If you need any additional information, please do not hesitate to contact us at

407-473-2480-c

[jjsecondchancesmallholdings@gmail.com](mailto:jjsecondchancesmallholdings@gmail.com)

We thank you for your support,

*Jennifer Clark*

– The Goat Ladies of J & J Second Chance Small Holdings

Federally recognized 501-c-3

[www.jjsecondchancesmallholding.com](http://www.jjsecondchancesmallholding.com)

If you can make a difference in just one life, you should. – J & J

P.O. Box 130

Rock River, WY 82083

**Job Description:**

The town of Saratoga is hiring for a part time position. The position pays \$15/hour. The position is will include a variety of tasks.

**Duties to include but not limited to:****Custodial at the rec facility: 15 hours per week****Seasonal work**

- Snow removal around the rec center
- Water grass/flowers

**Daily/or high frequency:**

- Sweep/ dust mop all floors
- Vacuum carpet/rugs (entry/hallway)
- Clean bathrooms/locker rooms
- Sweep & mop floors
- Scrub toilets/urinals/sinks
- Clean mirrors
- Restock toilet paper/paper towels
- Empty all garbage containers
- Spot mop two gym floors as needed

**Weekly/or medium frequency**

- Clean gym floor with scrubber
- Clean multi-purpose floor with scrubber
- **Weight room:**
- Sweep & vacuum & mop floor
- Wipe down all machines
- Wipe down window sills and sign-in table
- Restock disinfectants/paper towels
- **Cycling Room:**
- Vacuum floor & mop mats
- Wipe down bikes and window sills
- Restock disinfectants and paper towels
- Stage Area
- Sweep and mop floor and stairs
- Foyer:
- Clean glass in front entryway/hallway
- Disinfect/Scour water fountains

**Monthly: (more often if needed)**

- Clean under bleachers
- Wipe off bleacher seats

**Rec assistant: 13- 14 hours per week**

- 1-4 times per week supervise open gym in the evening from 6:00-8:30, Mon-Thurs.
- Assist with “special events” such as Fall Carnival, Color or Run, Arbor Day, and other events as planned/needed. May include occasional weekend work.
- Assist with rec league sports such as flag football, league volleyball, league basketball. May include evening games, opening facility, officiating, score keeping.
- Organize/inventory equipment. Prep equipment for use.
- Assist with pool opening/closing

**Education:**

- High school graduate or equivalent

**Requirements:**

- Must be 18 years or older

Applications can be obtained from Saratoga Town hall at 110 E. Spring Ave, Saratoga WY or downloaded from the Town Web site at [Saratoga.govoffice2.com](http://Saratoga.govoffice2.com). Email applications to Town of Saratoga, PO Box 486, Saratoga , WY 82331.



TOWN OF  
**SARATOGA**  
WYOMING

**TOWN OF SARATOGA**

**To:** Council and Mayor  
**From:** Kim Hemenway  
**CC:** PVCC / Joe Elder  
**Date:** 9-18-2023  
**Re:** Town of Saratoga employee family members

---

**COMMENTS:** Please consider allowing the immediate family members of the Town of Saratoga employees, use of the gym facilities free of charge. If approved please consider adding this to the employee handbook.

# Vaughn concrete products, inc.

12650 Tucson Street Henderson, Colorado 80640-9443 (303) 659-3747 Fax (303) 659-1333  
2671 S. Greeley Hwy Cheyenne, Wyoming 82007-3681 (307) 634-0695 Fax (307) 634-0694  
10021 Amarillo Blvd E. Amarillo, Texas 79108-7542 (806) 374-3747 Fax (806) 335-3717  
Toll Free Phone (877) 827-8255 Toll Free Fax (877) 827-7363  
www.vaughnconcreteproducts.com

Town of Saratoga, WY  
Attn: Emery Penner  
307-447-2882  
[emerypenner@saratogawyo.org](mailto:emerypenner@saratogawyo.org)

Project: **September 18, 2023-REVISED**  
Myrtle Lift Station  
Saratoga, WY

### MATERIALS QUOTE NO. PQ 10356R

We are pleased to quote the following on the above-mentioned project. Our quote is in accordance with our interpretation of the plans and specifications, or the information we were provided with, quantities are believed correct, but they are not guaranteed. If actual quantities differ, unit prices must be used. Contractor to determine if materials quoted are suitable. VCP to supply materials to approved submittals.

### ALTERNATE (If Suitable)

#### Our Standard Precast Concrete 60" ID Manhole For Lift Station (1 Required)

Manufactured In Sections With 6" Thick Walls Per ASTM C-478 To Satisfy AASHTO HS-20-44 Loadings

Price Includes: Precast Concrete Base 84" Diameter x 8" Thick, 8VF OF 60" ID Precast Concrete Manhole Barrel, w/ Up To (4) Piping Blockouts w/Press-In Gaskets, 72" Diameter Traffic Lid (Flat Top) w/ 30" x 48" Access Opening, w/ **Alternate** APS300 30" x 48" Aluminum Hatch Cast In (Rated for Pedestrian Loading), Joints Primed For Sealant, 2 Rows Joint Sealant/Joint Of Manhole

**\$5,600.00 Each\*\***

**Price Provides Manhole with Top Of Lid To Top Of Base Elevation Of 9'-0"**

- Contractor To Supply Enclosure, Pumps & Any Other Items Not Specifically Listed Above
- No Coating Are Included In Any of This Pricing
- Additional 60" ID Manhole @ **\$180.00/Ft** (As Required)  
Price Includes: 2 Rows of Joint Sealant/Joint Of Manhole

Pricing Is FOB Jobsite, Contractor Unloads, 1 Hour Unloading Time/Truck With Sufficient Truck Access, Full Truckloads Required. Additional Truck Time @ **\$150.00/Hour/Truck** (If Required).

**\*\* ADD \$ 200.00** For VCP To Deliver and Offload Into Ready Excavation or On Top OF Ground w/ Sufficient Boom Truck/Trailer Access, 1 Hour Unloading Time/Truck, VCP Furnishes Boom Truck/Trailer Operator Only, Contractor to Furnish Qualified Personnel to Assist in Unloading, Maximum of 12' From the Back of Our Boom Truck/Trailer on Stable Ground to Center of Excavation, Full Truckloads Required, Additional Truck/Trailer Time @ **\$180.00/Hour/Truck** (If Required)

**Any Structure That Must Be Water Tight, Must Be Water Or Vacuum Tested Prior to Backfilling**

**Pricing Is Based On Current Steel, Cement & Fuel Prices & Is Subject To Change Should Any Of These Prices Increase More Than 10% & A Fuel Surcharge May Be Required At Time Of Delivery**  
**Production Lead-Time May Vary Dependent On Availability of Reinforcing Steel & Cement From Our Suppliers**  
**Items left at VCP over 30 Days are Subject to Storage Fees on a per Structure Basis**

### TERMS

#### NET 30 DAYS (OAC)

REQUIRES PAYMENT WITHIN 30 DAYS FOLLOWING THE INVOICE/STATEMENT DATE OR AN ADDITIONAL 10% WILL APPLY - NO APPLICABLE TAXES INCLUDED - SUBJECT TO YOUR MATERIAL REQUIREMENTS MEETING OUR PRODUCTION SCHEDULE - PRICE SUBJECT TO CHANGE IF FUEL COSTS CHANGE SIGNIFICANTLY - THIS QUOTE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS THESE PRICES ARE VALID ONLY UNDER THE TERMS AND CONDITIONS OF THIS QUOTE.

**VAUGHN CONCRETE PRODUCTS, Inc.**

ACCEPTED BY: \_\_\_\_\_

DATE \_\_\_\_\_

# TOWN OF SARATOGA

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

[www.townofsaratoga.org](http://www.townofsaratoga.org)

Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Acceptance of Bid

The acceptance of the bids shall be based on the following criteria:

- Cost.
- Adherence to the Specifications.

## Specifications

- General: A 2022 (unused/leftover) or 2023 or 2024, GMC, Chevy, Dodge, or Ford 1 Ton pickup truck.
- Truck will be a crew cab, 4-wheel drive, work truck with single wheel rear axle.
- Cab and Body: Standard cab features for a crew cab, frame size shall accept an 8ft bed, but bed is not required (see Bid Alternate #2). Cab is to have standard construction with tinted windshield and safety glass. Cloth seats, insulated vinyl floor mats, center console, dual sun visors, intermittent wipers, mud flaps (all 4 tires), air conditioning and heater, accessory outlets, dual foldaway (heated) mirrors, interior light package, and a multi-speaker AM/FM radio.
- Engine: Gasoline engine in excess of 370 cubic inches.
- Outlet for snowplow wired to the front of vehicle
- Transmission: Automatic
- Electrical: Standard for model, all electrical to be wired to the ignition system.
- Axles: Standard for model, single rear wheel.
- Wheelbase: Standard for model.
- Suspension System: Standard for model.
- Steering System: hydraulic power system.
- Brake System: Standard for model with 4-wheel anti-lock brakes.
- Trailer Hitch: Standard hitch and goose neck hitches installed; Tow Package to include electric trailer brake controller factory installed.
- Truck Bed: Frame to accept 8ft bed. (long box) bed not required (see Bid Alternate #2)
- Paint & Colors: Exterior color shall be white. Interior trim to be "black" or "gray" in color.
- Fuel System: Standard for model.
- Tires/Wheels: Based on the GVWR of the vehicle specified. Tire treads to be "All Season" black wall type, mounted on either chrome or aluminum wheels.
- Spare tire and rim to also be included.
- Accessories: Strobe Package: LED system that is mounted for 360-degree visibility. Factory installed.

## Manuals

In addition to the Owner's Manual, vehicle service manuals (for engine, chassis, and electrical) shall be provided in a book format and/or electronic format. This is also required for any bid alternates.

# TOWN OF SARATOGA

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SARATOGA, WYOMING 82331

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Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Request for Proposal/Quotation Pickup Truck

The Town of Saratoga Public Works Department is seeking a qualified vendor to supply a new, 1 ton, four-wheel drive work truck. Sealed bids shall be submitted to the Town using the enclosed bid form. Bids shall be either hand-delivered to Town Hall, at:

Town of Saratoga Town Hall  
110 E. Spring Avenue  
Saratoga, WY 82331

or by US mail in sealed envelopes marked "PW-Pickup Truck -2023" and addressed to:

Emery Penner, Public Works Director  
P.O. Box 486  
Saratoga, Wyoming 82331

Electronic submission of bids shall not be accepted. Bids shall be received until Friday, September 15th, 2023 @ 2:00 PM, and at said time, bids will be opened and read aloud. The bid opening will be held in-person at Saratoga Town Hall. All pre-bid correspondence shall be submitted electronically to Emery Penner, Public Works Director, at [dpw@saratogawyo.org](mailto:dpw@saratogawyo.org). Questions regarding this bid/proposal shall be accepted until 2:00 PM, Tuesday, September 12th, 2023. The Town of Saratoga reserves the right to waive any informality in the bids, to accept any bid, and to reject any or all bids, should it be deemed in the best interest of the Town to do so. The Town of Saratoga further reserves the right to cancel or amend this RFP at any time.

### Requirements of this RFP

- The enclosed bid form shall be fully completed and submitted by the due date.
- Each bidder shall provide evidence of adherence to the specifications within this RFP.
- Any items not specifically noted or specified in this RFP, that is required in order to supply the equipment requested, shall be considered incidental. Bidders shall provide lump sum pricing on the bid form.
- Bidder shall note any deviations from the specifications on the enclosed bid form.
- Each bidder shall provide a warranty period for the equipment provided on the enclosed bid form.
- The equipment shall be delivered no later than January 1, 2024.
- The equipment shall be completely inspected and serviced by the bidder prior to delivery.



# TOWN OF SARATOGA

P.O. BOX 486  
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SARATOGA, WYOMING 82331

[www.townofsaratoga.org](http://www.townofsaratoga.org)

Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ \_\_\_\_\_

Total Net Bid \$ \_\_\_\_\_

Bid Alternate #1(Snowplow Package): \$ \_\_\_\_\_

Bid Alternate #2 (Flatbed): \$ \_\_\_\_\_

Warranty Info:

Delivery Date: \_\_\_\_\_

Deviations from Specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone #: \_\_\_\_\_



# TOWN OF SARATOGA

P.O. BOX 486

110 E. Spring Avenue

SARATOGA, WYOMING 82331

[www.townofsaratoga.org](http://www.townofsaratoga.org)

Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## **Warranty**

The bidder shall provide applicable warranty information on the enclosed bid form. Including those for any bid alternates. The warranty shall commence at the time of delivery.

## **Delivery Date**

The delivery date shall be stated on the enclosed bid form and may be a determining factor in the award of the bid.

## **Trade-In**

There are no trade-in's applicable for this request for bids.

## **Bid Alternative(s)**

The Town may opt to purchase the following bid alternatives. Please provide pricing for the following options on the bid form under "Bid Alternates #1 & #2.

- Bid Alternative #1: Provide and install an 8'6" Western MVP Plus plow with quick attachment and wire in in Cab controller specific for the plow model.
- Bid Alternative #2: Provide and install an 8' steel flatbed with gooseneck hitch and under bed tool boxes directly behind the cab.

# TOWN OF SARATOGA

P.O. BOX 486

110 E. Spring Avenue

SARATOGA, WYOMING 82331

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Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Bid Tabs for "PW-Pickup Truck-2023" -Request for bids-Bid Opening

Bidder	Bid Amount	
Ken Garff Cheyenne  Notes: Ford Truck, 365 days to deliver	Base Bid	\$50,835.00
	Base Bid + Alt A	\$61,579.00
	Base Bid + Alt B	\$59,646.00
	Base Bid + Alt A and Alt B	\$70,390.00
Bob Ruwart Motors  Notes: Dodge Truck, 180 days to deliver	Base Bid	\$51,923.00
	Base Bid + Alt A	\$62,923.00
	Base Bid + Alt B	\$58,423.00
	Base Bid + Alt A and Alt B	\$69,423.00
Freemont Chevrolet GMC  Notes: Chevy Truck, 120-150 days to deliver	Base Bid	\$50,967.00
	Base Bid + Alt A	\$62,233.50
	Base Bid + Alt B	\$58,248.00
	Base Bid + Alt A and Alt B	\$69,514.50
Notes:	Base Bid	
	Base Bid + Alt A	
	Base Bid + Alt B	
	Base Bid + Alt A and Alt B	

Tab Certification:

Treasurer Carina Dalry Date: 9-15-2023

Director of Public Works [Signature] Date: 9-15-2023

# TOWN OF SARATOGA

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

[www.townofsaratoga.org](http://www.townofsaratoga.org)

Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 50,835.00

Total Net Bid \$ 50,835.00

Bid Alternate #1(Snowplow Package): \$ 10,744.00 Additional

\* Snow plow deflector can be added for \$829.40

Bid Alternate #2 (Flatbed): \$ 8811.00 Additional

Warranty Info: See Attached doc.

Delivery Date: 365 days ARO Subject to production availability

Deviations from Specifications:

17" steel wheels

Signed: 

Printed Name: Ron Downey

Company: Ken Garff - Ford

Address: 2200 Westland Rd Cheyenne WY 82001

E-mail Address: rdowney@kengarff.com

Phone #: 307-638-3335

KEN GARFF CHEYENNE  
2200 WESTLAND RD  
CHEYENNE, WY 82001

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Email: [townhall@saratogawyo.org](mailto:townhall@saratogawyo.org)

## Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 49,423.00

Total Net Bid \$ 51,923.00

Bid Alternate #1(Snowplow Package): \$ 11,000.00

Bid Alternate #2 (Flatbed): \$ 4500.00 w/ 2 tool boxes

Warranty Info: 5yr - 100,000 miles powertrain  
3yr - 36,000 miles comprehensive

Delivery Date: 180 days from award date

### Deviations from Specifications:

Factory does not have a strobe LED system. We can install a LED lightbar and controller for an additional \$ 2189.90.  
Installation would be on the header rack of flatbed

Signed: Dawn Duff

Printed Name: Dawn Duff

Company: Bob Ruwart Motors Inc

Address: 2105 N 10<sup>th</sup> St. Wheatland, WY 82201

E-mail Address: dduff@bobruwartmotors.com

Phone #: 307-322-3146

# TOWN OF SARATOGA

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Phone: 307-326-8335

Fax: 307-326-8941

Email: [townhall@saratogawvo.org](mailto:townhall@saratogawvo.org)

## Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 50967.00

Total Net Bid \$ 50967.00

Bid Alternate #1(Snowplow Package): \$ 11266.50

Bid Alternate #2 (Flatbed): \$ 7281.00

Warranty Info: See attached for truck, plow, and flatbed.

Delivery Date: 120-150 Days ARO

Deviations from Specifications:

Mudflaps not available with a box delete truck. Gooseneck and rear receiver hitches not available when box delete is ordered. Mudflaps and both hitches will be included with flatbed if you elect to purchase the flatbed.

Signed: 

Printed Name: Adam Hartenstein

Company: Fremont Chevrolet GMC

Address: 1401 W Federal Blvd Riverton, WY 82501

E-mail Address: ahartenstein@fremontmotors.com

Phone #: 307-857-9533



## Floodplain Mapping Analysis

Saratoga, WY

July 2023

S<sub>2</sub>O Design and Engineering  
318 McConnell Drive  
Lyons, Colorado 80540



S<sub>2</sub>O Design and Engineering  
318 McConnell Drive  
Lyons, Colorado 80540

July 28, 2023

Emory Penner  
Director of Public Works  
Planning and Zoning Administrator  
Town of Saratoga, WY

Re: Proposal for Floodplain Mapping and Analysis

Mr. Penner,

S<sub>2</sub>O Design and Engineering is pleased to present this proposal for analysis of the preliminary floodplain mapping prepared for the Town of Saratoga, WY in order to analyze the approximate modeling to see if it accurately represents the ground and flooding potential for the Town. Based on this analysis S<sub>2</sub>O will recommend potential comments/re-modeling of the river corridor, or potential changes to the ground in order to prevent flooding in the Town.

At S<sub>2</sub>O, we have a passion for river restoration and river engineering. Our work is targeted to create a safe interface between the river and the communities that surround it that is rooted in river science including habitat creation, flood modeling, and river corridor planning. We feel that thoughtful development and restoration are the key to creating successful river cities.

Please find our proposal attached. This proposal details our client-based project approach, as well as our qualifications and experience. We are proud of our past work and are confident we are the best and most experienced design firm for this project. Please feel free to call us if you have any additional questions or require any clarifications.

Sincerely,



Scott Shipley, PE  
President & Principal Engineer

## INTRODUCTION

This proposal was prepared to address the current mapping effort for the Town of Saratoga in order to understand if the mapping accurately reflects the Town’s flood risk and to propose either ammendments to the modeling or changes to the river corridor in order to reduce flood risk and decrease flood insurance costs for the Town.

The first section of this proposal describes our team and our culture. S<sub>2</sub>O was founded and is led by Olympian and three-time kayaking World Cup Slalom Champion Scott Shipley. Being a paddler-designer is part of the S<sub>2</sub>O culture. We are trained professional engineers, architects, landscape architects, and planners; we are also avid paddlers. We bring an understanding of river dynamics and whitewater parks to the design of all of our projects. We also bring an experienced and professional design staff that listens to your objectives and priorities and transforms your needs into a functional design.

The second section describes our understanding of the project, our approach to the design process, and the scope of work to be completed. We are a team that strongly believes in the *process* of design. Our design team will work with you, the client, as well as with key stakeholders to understand the objectives, desires, and constraints of this project. It is this client-based input, combined with our experience and expertise, that defines the project.

The final sections include our General Terms and Conditions and the cost for the proposed work.



## COMPANY INFORMATION

S<sub>2</sub>O Design and Engineering, located in Lyons, Colorado, specializes in river engineering, restoration, recreation, and the design of community focused whitewater and river parks. Our team of expert boater-engineers has planned, conceived, designed, and created some of the highest profile in-stream and pumped whitewater parks in existence today. Our in-stream parks include features and river restorations that range from creating small waves to river-wide redesigns of dangerous weirs and dams. Our award-



winning pumped parks are the largest and most dynamic recirculating whitewater parks in the world. The quality of our work and the depth of our experience has made us the go-to team for discerning whitewater park projects throughout the world.

S<sub>2</sub>O's team is made up of licensed design and engineering professionals who specialize in planning, public process, river recreation, river restoration, landscape architecture, permitting, and implementation. S<sub>2</sub>O's advantage is its ability to incorporate cutting edge technology to produce natural and sustainable solutions.

In addition, we have a great deal of experience managing multi-stakeholder projects as many of our projects require us to work with and manage varied stakeholders such as the local community, commercial entities, and government and permitting agencies. We are experienced in project management and construction oversight and have a proven track record in completing projects on time and on budget.

S<sub>2</sub>O has evolved a client-based design methodology that involves working with the client to define needs, desires, and constraints. We believe in a collaborative design process. We are strong advocates of open and frequent communications with the client and key stakeholders, so they are informed and engaged in the decision-making process. Our goal is to ensure that the client is completely satisfied with the final product. The most effective method of achieving this goal is to establish a transparent and close working relationship from start to finish.

## EXECUTIVE TEAM



### **Scott Shipley, PE, MSME, S<sub>2</sub>O President**

Engineer Scott Shipley brings a varied background to the table. Scott Shipley is perhaps the best-known American kayaker in the world today. A veteran of three Olympic games ('92, '96, '00) and holder of four world titles, Shipley has more than 25 years of experience as a whitewater competitor. Scott also holds a bachelor's and master's degree in Mechanical Engineering from top-ranked Georgia Institute of Technology. Shipley's combined expertise in both whitewater and engineering design has made him the "go-to" designer for some of the world's most demanding whitewater design projects. Shipley's accolades include two "Best of What's New" design awards from Popular Science, the Everest Award, and the Jack Kelly Fair Play Award, presented by the United States Olympic Committee. Shipley is also a hall of fame inductee and has been voted a top ten athlete of the year by the USOC three times.



### **Nathan Werner, PE, S<sub>2</sub>O Project Manager**

Nathan brings a combination of engineering design and whitewater experience to the team. Nathan has a bachelor's degree in Civil Engineering with a concentration in Soil and Water Resources from Colorado State University. Nathan brings over 14 years of water resource engineering to our team, specializing in hydraulic analysis and modeling, natural channel design, construction management, and GIS. Nathan was instrumental in the completion of flood recovery projects throughout the Front Range, with efforts in planning, design, permitting, and construction of restoration and river-based recreation projects. He has designed whitewater parks and large water resource projects in Colorado and Wyoming, including dams and irrigation structures.



**Christine Clark, PLA, AICP, S<sub>2</sub>O Designer**

Christine has a balanced athletic, and educational and professional design background that complements her enthusiasm for whitewater park design and recreation. She has a master's degree in Landscape Architecture and in Urban and Regional Planning from the University of Colorado Denver. She also has a bachelor's degree in Environmental Design in Architecture from the University of Colorado Boulder. Her experience lies in master planning and recreational design. She focuses on creating multifaceted spaces and networks that allow the users to freely move and experience indoor and outdoor spaces. She integrates her landscape design aesthetics into the highly functional engineering design of whitewater parks.



**Riley Adams, EI, S<sub>2</sub>O Project Engineer**

Riley has an extensive background in Construction Engineering and Project Management. He graduated from the University of Maine with a bachelor's degree in Civil Engineering and completed a Graduate Certificate program in GIS at Oregon State University. Riley has over 13 years of experience ranging from heavy civil infrastructure and hydropower projects to small marine construction and restoration projects. He has held leadership positions in engineering, construction management and contract management roles. Since joining S<sub>2</sub>O, Riley has completed planning, permitting, hydraulic analysis and design, project management and construction oversight tasks on multiple river restoration and whitewater projects. His strength is in his experience, leadership, and the ability to collaborate with all members of a project team. This centers around honest and organized communication to solve problems, track progress and manage work to complete projects efficiently and meet client goals.



**Danial Mason, EI, S<sub>2</sub>O Associate Engineer**

Danial is a civil engineer specializing in river engineering and design. He has a B.S. in Civil Engineering, Environmental and Water Resources from the University of Maryland. Danial's 5 years of experience include using Rosgen methods to design and restore rivers. His expertise includes floodplain modeling in 1 and 2-d, design verification, and working with clients to define and execute projects.



**Sarah Mosier, EI, S<sub>2</sub>O Project Engineer**

Sarah is the newest member of S<sub>2</sub>O, bringing to the team a robust engineering background and lifetime love of rivers. She graduated from Duke University with a degree in Civil Engineering, focused on water resources and environmental engineering. Sarah previously worked in engineering consulting as an environmental engineer handling remediation and water projects for public and private clients, where she developed a passion for partnering with municipalities and other community leaders to assist in improving their natural and built environments. As a project engineer at S<sub>2</sub>O, she is responsible for designing and implementing river engineering projects, including developing designs from concept to construction and effectively managing projects throughout their lifecycle to ensure a quality delivery for the client.

## PROJECT EXPERIENCE



S<sub>2</sub>O has created the world's leading whitewater parks, including the design of pumped water parks such as the London Olympic Whitewater Park for the 2012 Games; the US National Whitewater Center in Charlotte, NC; the \$40 million Riversport Rapids Whitewater Center in Oklahoma City, OK; and the newly opened Montgomery Whitewater Park in Montgomery, AL.

Our in-stream parks and river restoration projects successfully balance recreational access with ecological benefit, and result in recreation enhancement, beautification of the river corridor, and habitat restoration. S<sub>2</sub>O designed in-stream parks include Meadow Park in Lyons, CO; The Durango Whitewater Park in Durango, CO; and The Camphill Surf Park in Wanaka, NZ. S<sub>2</sub>O's parks are widely used, highly valued, and provide significant economic impacts to the surrounding communities.

## PROJECT UNDERSTANDING



S<sub>2</sub>O recommends that the project be designed in phases. The first phase will be information gathering and analysis to look at the site and the mapping, including the source survey and methodology, in order to understand if it accurately reflects the conditions in Saratoga. The hydraulic model will be reviewed; however, no additional modeling will be conducted in this stage. Following this step S<sub>2</sub>o proposes one of two different tasks, to be contracted by addendum. The first option would be that S<sub>2</sub>o has significant concerns about the mapping and suggests that a remapping or significant comments be made to the mapping for FEMA. In this case the Design Team would submit a proposal that would include additional engineering work and potential site survey tasks.

In the second Instance S<sub>2</sub>o would submit an addendum to this contract for design work in order to minimize flood risks through the creation of either additional conveyance zones or flood protection berms in order to protect life and property.

## PROPOSAL FEE

S<sub>2</sub>O agrees to complete the tasks outlined in this proposal for the lump-sum costs (in U.S. Dollars) shown in the table below. Below is an estimate for travel and reimbursable expenses but actual expenses are to be paid by the Client. We believe travel expenses will be less than what is quoted. The costs outlined below will be honored for 90 days from the date of this proposal. If the proposal is not executed within 90 days of the proposal date, all costs are subject to re-negotiation by S<sub>2</sub>O Design and Engineering.

<b>Engineering Services</b>		
Work Item	Task	Cost
1	<b>Information Gathering:</b> Client supplies all relevant mapping including ownership mapping and electronic basemap in .dwg format or similar if available. Client also to supply all additional reports, soils data, hydraulic data, and flow information relevant to the project. Client also to supply the name and station number of the most relevant gauge and indicate inflows and outflows between the gauge and the proposed project site(s).	To be supplied by the client
2	<b>Floodplain Analysis:</b> Reviewing floodplain mapping, survey information, flow information, and all other relevant data in order to understand the accuracy of the current mapping.	\$ 7,000.00
<b>Total (U.S. dollars)</b>		<b>\$ 7,000.00</b>

A \$500.00 deposit is required prior to making any travel arrangements. Progress billings will be made monthly and/or at the submission of progress sets of drawings. Payments are due within 30 days of receipt of invoice. Late payments will be charged a service fee of 1.5% per month. Late payments will also result in a stoppage of work until all invoices are paid in full.

## ADDITIONAL SERVICES

Additional services shall include, but are not limited to, renderings, additional meetings or tasks, additional design work, additional tasks or tasks related to making revisions or additions to drawings, specifications, reports, or other documents outlined, when such revisions are inconsistent with instructions previously given, or other services that are not outlined in this Agreement. Additional services can be accomplished through an addendum to this agreement or through a separate agreement.

## GENERAL TERMS AND CONDITIONS/ENDORSEMENT

The attached General Terms and Conditions are made a part of this agreement by reference.

We appreciate this opportunity and look forward to working with you on this project. If the above meets with your understanding and approval, please sign a copy of this proposal and return to S<sub>2</sub>O for its signature. A fully executed copy will be sent to you for your files. Receipt of the signed copy will serve as our authorization to proceed.

Submitted by:

\_\_\_\_\_  
**Scott Shipley**  
S<sub>2</sub>O Design and Engineering  
318 McConnell Drive  
Lyons, CO, 80540  
(303) 819-3985

\_\_\_\_\_  
**Date**

Approved by:

\_\_\_\_\_  
**Name:**  
Address:  
Phone:  
Email:

\_\_\_\_\_  
**Date**

## GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions outlined below are part of the attached letter agreement and are hereby incorporated by reference. If **S<sub>2</sub>O** does not receive a response to the letter agreement within ninety (90) days, the fees for the design services will be subject to change. Please read these General Terms and Conditions carefully. Your acceptance of this agreement constitutes your acceptance of the foregoing terms and conditions.
2. The standard of care for all professional services performed or furnished by **S<sub>2</sub>O** under this agreement will be the skill and care used by consulting engineers and architects practicing under similar circumstances at the same time and in the same locality. Whitewater design projects often include the need to tune and refine a specific design to optimize the shape to best meet client objectives **S<sub>2</sub>O** makes no warranties, either express or implied, under this agreement or otherwise, in connection with **S<sub>2</sub>O**'s services.
3. The Client shall provide **S<sub>2</sub>O** with development program information regarding the requirements and objectives for the Project. Additionally, **S<sub>2</sub>O** shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Client or by others authorized by Client.
4. If **S<sub>2</sub>O**'s services under this letter agreement do not include services during the construction phase of the project, then Client assumes responsibility for the application and interpretation of **S<sub>2</sub>O**'s drawings, specifications and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase engineering or professional services; and Client waives any claims against **S<sub>2</sub>O** that may be connected in any way thereto.
5. If **S<sub>2</sub>O**'s services under this letter agreement include limited services during the construction phase of the project, then Client assumes responsibility, to the extent that **S<sub>2</sub>O** is not contracted to provide professional services for the project, for the application and interpretation of **S<sub>2</sub>O**'s drawings, specifications and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase engineering or professional services; and Client waives any claims against **S<sub>2</sub>O** that may be connected in any way thereto.
6. In addition to professional fees outlined in the attached letter agreement, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by **S<sub>2</sub>O**, their employees, and/or professional consultants in the interest of the project and include, but are not limited to, the following expenses:
  - a. Air Travel, including departure taxes (Business Class for flights scheduled for four [4] hours or greater) and related airline/agency fees
  - b. Hotel accommodations
  - c. Meals
  - d. Ground transportation, i.e., rental cars and taxis
  - e. Postage, freight, telephone, facsimile, overnight express mail and courier services
  - f. Blueprinting, photocopying, reproductions and printing
  - g. Photographic supplies and processing
  - h. Study model materials
  - i. Special renderings, models, photographs and special consultants, when authorized by Owner

The above listed items will be billed at the actual cost with no markup.

- 7. **S<sub>2</sub>O** will provide electronic transfer media of related materials for the project if available and as requested by the Client or authorized agent for the following costs:

CD-ROM	Fee: \$15.00
FTP Transfer	No Charge

If additional special drawing modifications are requested, i.e., special blocks, drawings, setting up special layering for files, etc., the associated time will be billed **at cost plus 10%**. Prior to the preparation of transfer media, both parties will agree upon the special modifications.

- 8. **S<sub>2</sub>O** will provide reproducible media of project related materials as available and as requested by the Client or authorized agent for the following fees:

MEDIA	MONOCHROME	COLOR
REPRODUCIBLE VELLUM	Fee: \$0.70 per Sq. Ft.	Fee: \$1.50 per Sq. Ft.
OCE BOND	Fee: \$0.25 per Sq. Ft.	N/A
GLOSSY COATED PAPER	Fee: \$1.00 per Sq. Ft.	Fee: \$1.75 per Sq. Ft.
COATED ACETATE	Fee: \$1.00 per Sq. Ft.	Fee: \$1.75 per Sq. Ft.
COATED MYLAR	Fee: \$1.75 per Sq. Ft.	Fee: \$2.50 per Sq. Ft.

- 9. All documents prepared or furnished by **S<sub>2</sub>O** pursuant to this agreement are instruments of **S<sub>2</sub>O**'s professional service, and **S<sub>2</sub>O** shall retain ownership according to all applicable laws. **S<sub>2</sub>O** grants Client a license to use instruments of **S<sub>2</sub>O**'s professional service to construct, occupy, and maintain the project. Reuse or modification of such documents by Client, without **S<sub>2</sub>O**'s written permission, shall be at Client's sole risk and Client agrees to indemnify and hold **S<sub>2</sub>O** harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client. In addition, reuse or modification of such documents without **S<sub>2</sub>O**'s written permission constitute a copyright infringement and may be subject to enforcement of such rights.

- 10. Client acknowledges that the information and data delivered to Client in machine-readable copies of the documents may vary from that contained on paper copies of the documents. Variances may be due to the use of different software, hardware, or output devices by Client or others from those used by **S<sub>2</sub>O** for original preparation and printing of the documents. Variances may also be the result of undocumented changes or modifications made to the machine-readable documents, whether inadvertently or otherwise and whether made by Client or others. **S<sub>2</sub>O**, therefore, reserves the right to retain the machine-readable media upon which the documents were originally prepared, and to retain paper or reproducible documentation delivered to Client in machine-readable form, that shall govern in the event of any inconsistency or discrepancy between the two. **S<sub>2</sub>O** also reserves the right to remove from machine-readable copies provided to Client, all identification reflecting the involvement of **S<sub>2</sub>O** in their preparation.

Client acknowledges that the automated conversion of documents from the system or format employed by **S<sub>2</sub>O** to that of Client or others cannot be accomplished without the introduction of inexactitude, abnormalities, and errors. In the event documents provided to Client in machine-readable form are so converted, Client agrees to assume all risks associated therewith and, to the

fullest extent permitted by law, to hold harmless and indemnify **S<sub>2</sub>O** and **S<sub>2</sub>O's** professional associates and consultants from and against all arising claims, liabilities, losses, and expenses including attorney fees.

11. All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars drawn upon a U.S. Bank unless otherwise stated in this letter agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by **S<sub>2</sub>O**, it will be applied to the final payment due unless otherwise stated in this letter agreement.
12. In the event the Client should use a foreign bank as its payment bank, the Client shall wire the funds in U.S. Dollars, net of any transaction fees, to **S<sub>2</sub>O's** local bank. Bank information will be provided upon request by the client. Payment must be accompanied by the ***Project Name and invoice number(s) to be credited.***
13. All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.  
  
In the event **S<sub>2</sub>O** does not receive payment within sixty (60) days, **S<sub>2</sub>O** will stop work on the project until payment is received. Stoppage of work by **S<sub>2</sub>O** due to non-payment of invoices beyond sixty (60) days will not be deemed as a default under the terms of this letter agreement. An additional fee may be required to stop and restart work due to nonpayment.
14. The Client agrees that this letter agreement shall be interpreted according to the laws of the state where the contracting **S<sub>2</sub>O** office is located (Colorado), and agrees to reimburse **S<sub>2</sub>O** for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this letter agreement. In the event of any such dispute, Client agrees that the court venue will be located in Boulder County, CO.
15. Signature of this letter agreement will signify the Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, the Client warrants that the necessary funds are available to pay **S<sub>2</sub>O** for the services and expenses outlined in this letter agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits or financing commitments.
16. This letter agreement will be valid for the duration of the project. However, after ninety (90) days from the date of its issuance and with written notification, fees and conditions will be subject to change.
17. Hazardous Materials. Client acknowledges that consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's services, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
18. The Agreement may be terminated at any time, by either **S<sub>2</sub>O** or CLIENT, by notification in writing. In the event of termination, **S<sub>2</sub>O** shall be paid for services performed and reimbursable expenses



incurred to date of notification. Any expenses incurred by **S<sub>2</sub>O** due to termination of project by CLIENT shall be paid by CLIENT.

19. The **S<sub>2</sub>O** assumes no liability arising from the Agreement or the work involved except in so far as it is liable for its professional acts or the acts of its employees. CLIENT expressly waives its right to claim consequential or incidental damages notwithstanding pre-existing professional liabilities on behalf of **S<sub>2</sub>O**. CLIENT'S sole remedy for any claim arising out of any sale of services hereunder shall be a refund of monies paid by CLIENT to **S<sub>2</sub>O** for said services.
20. It is **S<sub>2</sub>O**'S policy to complete its services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. **S<sub>2</sub>O** will progress its work in an expeditious and professional manner at all times.
21. Notwithstanding any provision contained in the Agreement to the contrary, **S<sub>2</sub>O** shall not be deemed in default hereunder, or otherwise liable or responsible, if any failure of its performance shall be due to any governmental regulations or controls, the need to obtain any governmental approvals, inability to obtain any material or service, strike, act of war, act of God, act of any third party, or any other cause whatsoever beyond the reasonable control of **S<sub>2</sub>O**, and the time for performance by **S<sub>2</sub>O** shall be extended by the period of delay resulting from or due to any of such causes.
22. If CLIENT is a corporation or other legal entity, the individual(s) whose signature appears herein hereby personally guarantee CLIENT'S compliance with this Agreement, including payment of all charges and costs.
23. CLIENT agrees that the obligations listed in the Agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of liability of the **S<sub>2</sub>O** or their respective estates by reason of the commencement of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, relief of debtors or seeking appointment of a receiver, trustee, custodian, or similar official for it or all part of its property.
24. A retainer of 20% of the design fees is requested prior to commencing work on the project. This retainer will be applied to the final invoice. Progress billings will be made monthly and/or at the submission of progress sets of drawings. Payments are due within 30 days of receipt of invoice. Late payments will be charged a service fee of 1.5% per month. Late payments will also result in a stoppage of work until all invoices are paid in full.
25. We reserve the right to rely on the accuracy of this information in our design work. Client shall not hold us liable for any problems arising from inaccuracies in the information provided to us.