

# TOWN COUNCIL REGULAR MEETING OCTOBER 15, 2024 at 6:00 PM

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

### **AGENDA**

#### **CALL TO ORDER**

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

#### APPROVAL OF THE AGENDA

#### APPROVAL OF THE MINUTES

3) Meeting Minutes from October 1, 2024

#### APPROVAL OF THE BILLS

- 4) Deposits \$587,787.23
- 5) Accounts Payable \$348,211.19
- 6) Transmittals \$46,513.61
- 7) Payroll \$46,273.70

#### CORRESPONDENCE

8) Happy Trails Committee

#### ITEMS FROM THE PUBLIC

- 9) Special Events Application Briana Yukniewicz Farmer's Market
- 10) Special Event Application Kelsey Huntoon Ribbons of Hope Fundraiser
- 11) Ellie Dana Carbon County Visitors' Council
- 12) Never Forget Park Stacey Crimmins

#### **COUNCIL COMMENTS**

#### REPORTS FROM DEPARTMENTS

#### **Town Hall**

- 13) Ordinance 871 Mountain West Franchise Agreement 2nd reading
- 14) Revision of Ordinance No. 2.16.010.B 2nd Reading
- 15) Revision of Ordinance No. 14.08.020.A and B 2nd Reading
- 16) Resolution 2024-09 Resolution Authorizing Participation in the Wyoming Class
- 17) Pine Cove Server Quote \$25,845.74/5 Year Warranty
- 18) Pine Cove Firewall Quote \$3,263.00/3 years

#### **Police Department**

19) Motorola Service Agreement - \$17,933.72

#### **Fire Department**

20) Mutual CID with Carbon County

#### **Recreation Department**

Next meeting is November 4, 2024 at 6:00 PM at the Town Hall Council Chambers

21) Open Gym Supervisor New Hire - Gillian Creed

#### **Department of Public Works**

- 22) 71 Construction Change Order #1
- 23) 71 Construction Pay App #2 \$1,206,760.46
- 24) 71 Construction Certificate of Substantial Completion
- 25) Rocky Mtn Sand & Gravel Change Order #2
- 26) Rocky Mtn Sand & Gravel Pay App #5 \$123,875.25
- 27) Rocky Mtn. Sand & Gravel Certificate of Substantial Completion
- 28) Rocky Mtn. Sand & Gravel Parts Invoice 2324 \$19,768.00
- 29) Rocky Mtn. Sand & Gravel Additional Work Invoice #2323 \$72,618.19

#### REPORTS FROM BOARDS AND COMMISSIONS

#### **Planning Commission**

Next meeting is November 12, 2024 at 5:30 PM at the Town Hall Council Chambers

30) Flood Plain Ordinances

#### Water and Sewer Joint Power Board

Next meeting is November 13, 2024 at 5:30 PM at the PVCC

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

Next meeting is November 11, 2024 at 4:30 PM at the PVCC

#### **Recreation Commission**

Next meeting is November 4, 2024 at 6:00 PM at the Town Hall Council Chambers

#### Saratoga Airport Advisory Board

Next meeting is December 9, 2024 at 3:30 PM at the Town Hall Council Chambers

#### **South Central Wyoming Emergency Medical Services Board**

Next meeting is October 21, 2024 at 6:00 PM in Hanna

#### **NEW BUSINESS**

#### **EXECUTIVE SESSION**

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

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

#### **FURTHER BUSINESS**

#### **ADJOURNMENT**

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, NOVEMBER 5, 2024 AT 6:00 PM.



# TOWN COUNCIL REGULAR MEETING OCTOBER 01, 2024 at 6:00 PM

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

### **MINUTES**

#### **CALL TO ORDER**

Opening Ceremony
Mayor Chuck Davis called the meeting to order at 6:00 PM.
Roll Call:Mayor Chuck DavisCouncilman CooleyCouncilwoman Beck
Councilman FlutyCouncilman Barkhurst
Councilman Cooley was absent all other members of council were present

#### APPROVAL OF THE AGENDA

Motion was made to approve agenda for October 1, 2024 by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

#### APPROVAL OF THE MINUTES

3) Minutes from September 17, 2024 Meeting Motion was made to approve minutes from September 17, 2024 meeting by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

#### APPROVAL OF THE BILLS

Motion was made to approve financials for October 1, 2024 by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

- 4) Deposits \$142,441.99
- 5) Accounts Payable \$716,032.11
- 6) Transmittals \$30,272.20
- 7) Payroll \$46,533.82

#### **CORRESPONDENCE**

- 8) 21st Annual Festival of Trees Gala and Auction
- 9) Evangelical Free Church of Alliance

#### ITEMS FROM THE PUBLIC

10) Union Telephone - Gail Johnson - Broadband Update Tessa Barnes with Union Wireless gave an update on the progress of Fiber Installation for internet services.

#### **COUNCIL COMMENTS**

#### REPORTS FROM DEPARTMENTS

#### **Town Hall**

- 11) Transfer of accounts from Wyo Star to Wyoming Class
  Motion was made to approve the transition of accounts from Wyo Star to Wyoming Class by
  Councilman Fluty, second by Councilman Barkhurst. Motion carried.
- 12) Mountain West Franchise Agreement Ordinance 871

  Motion to approve Ordinance 871 Franchise Agreement with Mountain West Technologies on first reading by Councilwoman Beck second by Councilman Fluty. Motion carried.
- 13) Revision of Ordinance No. 2.16.010.B Motion to approve Revision of Ordinance No. 2.16.010.B on the first reading made by Councilman Barkhurst, second by Councilman Fluty. Motion carried.
- 14) Revision of Ordinance No. 14.08.020.A and B

  Motion to approve Revision of Ordinance No. 14.08.020.A and B on the first reading made by
  Councilman Barkhurst, second by Councilman Fluty. Motion carried.

#### **Police Department**

- 15) Motorola Service Agreement Motion was made to table discussion for the Motorola Service Agreement until next meeting by Councilman Barkhurst, second by Councilman Fluty. Motion carried.
- 16) Saltus (DigiTicket) Agreement Motion to approve agreement with Saltus for Digiticket by Councilwoman Beck, second by Councilman Fluty. Motion carried.

#### **Fire Department**

Chief Pat Waliser reported, the Ladder Truck should be finished as of today, will be going to pick it up this week. Responded to a brush fire out at Big Creek as well as a shed fire on Blackhall. Fire Dept radios have been programmed correctly and can now communicate with dispatch.

#### **Recreation Department**

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

17) Kim Hemenway - Yoga Classes Motion to approve contract with Kim Hemenway to instruct yoga classes made by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

#### **Department of Public Works**

- 18) Resolution 2024-08 Submission of an application to the State Loan and Investment Board Motion to approve Resolution 2024-08 made by Councilwoman Beck, second by Councilman Fluty. Motion carried.
- 19) Rocky Mountain Sand & Gravel Change Order 1
  Motion to approve Change Order #1 from Rocky Mountain Sand & Gravel to amend the completion date from 10/31/2024 to 6/30/2025 made by Councilwoman Beck, second by Councilman Barkhurst. Motion carried.
- 20) Streets Foreman Hiring and Wage
  Motion to approve Eugene Stubbs as Streets Foreman with a wage on the pay scale at G7 step
  1 \$26.50/hr., made by Councilman Barkhurst, second by Councilman Fluty. Motion carried.
  Motion to approve wage increase of Chuck McVey from G7 step 4 to G7 step 7 \$28.98/hr.,
  made by Councilman Barkhurst, second by Councilwoman Beck. Motion carried.
- 21) Rocky Mountain Sand & Gravel Invoices 2309, 2310, 2311

  Motion to approve Rocky Mtn Sand & Gravel invoices in the amounts of INV-2310

  \$45,270.00, INV-2311 \$38,976.00, INV-2309 \$21,582.00 made by Councilman Barkhurst, second by Councilwoman Beck. Motion carried.

#### REPORTS FROM BOARDS AND COMMISSIONS

#### **Planning Commission**

Next meeting is October 8, 2024 at 5:30 PM at the Town Hall Council Chambers

- 22) Termination and Release of Restrictive Covenant Motion to approve the Termination and Release of Restrictive Covenant made by Councilman Fluty, second by Councilwoman Beck. Motion carried.
- 23) STAMP Plan Resolution 2024-7 Motion to approve Resolution 2024-07 adopting the 2024 Amendment to the 2016 Comprehensive Master Plan made by Councilwoman Beck, second by Councilman Beck, second by Councilman Barkhurst. Motion carried.
- 24) Zone Change Request Rousa Motion was made to deny Zone Change Application for David Rousa by Councilman Barkhurst, second by Councilman Fluty. Motion carried.
- Zoning Verification Letter Motion was made to accept Zoning Verification Letter from Brush Creek LLC made by Councilman Barkhurst second by Councilman Fluty. Motion carried.

#### Water and Sewer Joint Power Board

Next meeting is October 9, 2024 at 6:00 PM at the PVCC

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

Next meeting is October 14, 2024 at 4:30 PM at the PVCC

#### **Recreation Commission**

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

#### Saratoga Airport Advisory Board

Next meeting is October 14, 2024 at 3:30 PM at the Town Hall Council Chambers

### **South Central Wyoming Emergency Medical Services Board**

Next meeting is October 21, 2024 at 6:00 PM in Hanna

- 26) Meeting Minutes from September 11, 2024
- 27) Meeting Minutes from August 15, 2024
- 28) Special Meeting Minutes from August 12, 2024

#### **NEW BUSINESS**

Richard Hodges brought forward the suggestion to put signage on the public bathrooms by the Town Hall parking lot.

#### **EXECUTIVE SESSION**

#### **FURTHER BUSINESS**

#### **ADJOURNMENT**

Motion to adjourn meeting at 7:27 PM by Councilman Fluty, second by Councilman Barkhurst. Motion carried.

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, OCTOBER 15, 2024 AT 6:00 PM.

Mayor Chuck Davis	
Jenn Anderson, Town Clerk	

## Cash Requirements Report - Treasurer Due date(s): All-All

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Check Issue Date: 10/15/2024

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
10/26/2024		1025	71 Construction	5422RWHP	1,882.50	.00	.00	1,882.50			
10/28/2024		1207	AMERICAN EXPRESS LO	09282024	2,135.15	.00	.00	2,135.15			
10/01/2024		5860	BCN	23804964	109.01	.00	.00	109.01			
10/17/2024		1725	Carbon Power & Light Inc.	166-9/1/24-1	14,603.34	.00	.00	14,603.34			
10/09/2024		7721	Carter Edwards	10092024	81.10	.00	.00	81.10			
10/25/2024		1760	Caselle, Inc.	135830	1,347.00	.00	.00	1,347.00			
10/09/2024		7408	Cogent, Inc.	5604135	288.70	.00	.00	288.70			
10/09/2024		2095	Crimmins Associates, LLC	24-172	155.88	.00	.00	155.88			
10/03/2024		2180	Dana Kepner Company of	2238893-00	112.50	.00	.00	112.50			
10/26/2024		2180	Dana Kepner Company of	2238801-00	1,019.42	.00	.00	1,019.42			
10/26/2024		2180	Dana Kepner Company of	2238860-00	2,250.04	.00	.00	2,250.04			
11/08/2024		2180	Dana Kepner Company of	2238919-00	935.00	.00	.00	935.00			
10/31/2024		7355	DBT Transportation Servic	2554831	1,184.00	.00	.00	1,184.00			
10/24/2024		2490	Econo Sign & Barricade LL	10-992379	236.48	.00	.00	236.48			
10/24/2024		4170	Engineering Associates	4409047	11,193.33	.00	.00	11,193.33			
10/24/2024		4170	Engineering Associates	4409050	2,949.98	.00	.00	2,949.98			
10/24/2024		4170	Engineering Associates	4409053	2,223.35	.00	.00	2,223.35			
11/01/2024		4170	Engineering Associates	4410002	1,524.81	.00	.00	1,524.81			
10/12/2024		5850	Ferguson Waterworks #111	1561302	6,104.55	.00	.00	6,104.55			
10/31/2024		7410	Kylie M Waldrip, P.C.	4159	2,902.56	.00	.00	2,902.56			
09/30/2024		3945	MPM Corp	9151801	650.00	.00	.00	650.00			
10/15/2024		7658	NAPA Auto Parts Saratoga	09302024	1,341.36	.00	.00	1,341.36			
10/15/2024		7658	NAPA Auto Parts Saratoga	09302024-72	19.28	.00	.00	19.28			
09/30/2024		7148	Norco Inc	41781208	42.30	.00	.00	42.30			
10/07/2024		4140	One-Call of Wyoming, Inc.	72994	19.50	.00	.00	19.50			
09/30/2024		4255	Perue Printing	09302024	203.90	.00	.00	203.90			
10/01/2024		7285	Pine Cove Consulting, LLC	22472C	346.57	.00	.00	346.57			
10/01/2024		7285	Pine Cove Consulting, LLC	22473C	1,170.20	.00	.00	1,170.20			
10/08/2024		7285	Pine Cove Consulting, LLC	22535C	1,882.44	.00	.00	1,882.44			
10/04/2024		4330	Platte Valley Community C	1559	15,000.00	.00	.00	15,000.00			
11/01/2024		5700	Platte Valley Foods LLC	10012024	72.92	.00	.00	72.92			
11/07/2024		7387	Platte Valley Porta Pots, In	1762	300.00	.00	.00	300.00			
11/07/2024		7523	Plattoga Holdings, LLC	SI-1744	2,893.74	.00	.00	2,893.74			
11/08/2024		7523	Plattoga Holdings, LLC	SI-1747	98.40	.00	.00	98.40			
10/07/2024		7692	Rocky Mountain Battery LL	21339084	303.90	.00	.00	303.90			
10/31/2024		7735	Rocky Mountain Sand & Gr		21,582.00	.00	.00	21,582.00			
10/31/2024		7735	Rocky Mountain Sand & Gr		45,270.00	.00	.00	45,270.00			
10/31/2024		7735	Rocky Mountain Sand & Gr		38,976.00	.00	.00	38,976.00			
10/01/2024			Saltus Technologies, LLC	2409-30	3,535.00	.00	.00	3,535.00			
10/09/2024		4960	Saratoga Carbon County J	10-09-2024	24,915.30	.00	.00	24,915.30			
10/10/2024		4960	Saratoga Carbon County J	10-10-2024	108,676.97	.00	.00	108,676.97			
09/30/2024		5015	Shively Hardware Co (Tow	09302024	2,342.36	.00	.00	2,342.36			
10/30/2024		6985	South Central Wyoming E	259	14,467.00	.00	.00	14,467.00			
10/30/2024		7438	Stinker Stores, Inc	K378-93024	2,057.89	.00	.00	2,057.89			
09/17/2024		7528	Upper Platte River Solid W	57153	10.00	.00	.00	10.00			
09/30/2024		5705	Valley Oil Company	8205	1,350.96	.00	.00	1,350.96			
10/07/2024		4710		2024-10731	1,233.50	.00	.00	1,233.50			
09/27/2024			WYODOT	0000149060	986.39	.00	.00	986.39			
12/07/2024			Wyoming Apparatus LLC	1171	1,000.00	.00	.00	1,000.00			
11/12/2024			WYOMING RETIREMENT	259883	562.50	.00	.00	562.50			
		3200									
Grand	Totals:			50	344,549.08	.00	.00	344,549.08			

# Cash Requirements Report - Treasurer Due date(s): All-All Check Issue Date: 10/15/2024

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Date Invoice Amount Discount Amount Partial Payments Net Due Amount Net Cumulative Amount 09/17/2024 10.00 .00 .00 10.00 10.00 09/27/2024 986.39 .00 .00 986.39 996.39 09/30/2024 4,589.52 .00 .00 4,589.52 5,585.91 10/01/2024 5,160.78 .00 .00 5,160.78 10,746.69 10/03/2024 112.50 10,859.19 .00 .00 112.50 10/04/2024 15,000.00 15,000.00 25,859.19 .00 .00 10/07/2024 1,556.90 .00 1,556.90 27,416.09 .00 10/08/2024 1,882.44 .00 1,882.44 29,298.53 .00 25,440.98 25,440.98 10/09/2024 .00 .00 54,739.51 10/10/2024 108,676.97 .00 .00 108,676.97 163,416.48 10/12/2024 6,104.55 .00 .00 6,104.55 169,521.03 10/15/2024 1,360.64 .00 .00 1,360.64 170,881.67 10/17/2024 14,603.34 .00 .00 14,603.34 185,485.01 10/24/2024 16,603.14 .00 .00 16,603.14 202,088.15 1,347.00 .00 10/25/2024 .00 1,347.00 203,435.15 10/26/2024 5,151.96 .00 .00 5,151.96 208,587.11 2,135.15 .00 2,135.15 10/28/2024 .00 210,722.26 16,524.89 .00 16,524.89 10/30/2024 .00 227,247.15 10/31/2024 109,914.56 .00 .00 109,914.56 337,161.71 11/01/2024 1,597.73 .00 .00 1,597.73 338,759.44 11/07/2024 3,193.74 .00 .00 3,193.74 341,953.18 11/08/2024 1,033.40 .00 .00 1,033.40 342,986.58 11/12/2024 562.50 .00 .00 562.50 343,549.08 12/07/2024 1,000.00 .00 .00 1,000.00 344,549.08 **Grand Totals:** 344,549.08 .00 .00 344,549.08

Payment Approval Report - Treasurer 2021 Report dates: 10/2/2024-10/15/2024 Page: Item 5)

Oct 15, 2024 08:04AM

#### 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
71 Cons									
1025	71 Construction	5422RWHP	1/2" Hot Mix Asphalt-15.06 Tons-Street	09/26/2024	1,882.50	.00		22-446-250	1024
To	tal 71 Construction:				1,882.50	.00			
AMERIC	AN EXPRESS LOAD # 004105								
1207	AMERICAN EXPRESS LOAD # 00410	09282024	Adobe-Subscription-9/21/24-Water	09/28/2024	21.19	.00		51-531-240	1024
1207	AMERICAN EXPRESS LOAD # 00410	09282024	Canva-Subscription-9/23/24-Water	09/28/2024	15.00	.00		51-531-240	1024
1207	AMERICAN EXPRESS LOAD # 00410	09282024	Indeed-Job Postings-9/1/24-PD	09/28/2024	159.69	.00		10-421-220	1024
1207	AMERICAN EXPRESS LOAD # 00410	09282024	Sewer Equipment Co-Hose-8/30/24-Se	09/28/2024	1,840.27	.00		52-532-740	1024
1207	AMERICAN EXPRESS LOAD # 00410	09282024	SurveyMonk-Survey Software-9/19/24-	09/28/2024	99.00	.00		10-412-240	1024
To	tal AMERICAN EXPRESS LOAD # 00410	5:			2,135.15	.00			
BCN									
5860	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	7.52	.00		42-533-270	1024
	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	7.52	.00		10-422-280	1024
5860	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	7.52	.00		10-412-280	1024
5860	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	35.44	.00		10-421-280	1024
	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	7.52	.00		10-431-280	1024
	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	37.05	.00		10-411-280	1024
	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	3.22	.00		51-531-280	1024
5860	BCN	23804964	Acct# 7267-Landline Long Distance-Se	10/01/2024	3.22	.00		52-532-280	1024
To	tal BCN:				109.01	.00			
Carbon l	Power & Light Inc.								
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1314700-Kathy Glode Rstrms Me	10/01/2024	37.68	.00		10-444-270	1024
	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1121500-112 S River Meter# 109	10/01/2024	165.51	.00		10-422-270	1024
	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1317500-117 E Spring Meter# 84	10/01/2024	63.61	.00		10-422-270	1024
	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1115800-Pump Station Meter# 90	10/01/2024	80.01	.00		52-532-270	1024
	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1130000-Kathy Glode Sprklr Met	10/01/2024	30.12	.00		10-444-270	1024
	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1130100-Shop Meter# 11450673-	10/01/2024	115.10	.00		10-431-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1130400-Sewer Lift Meter# 1148	10/01/2024	33.48	.00		52-532-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1130500-Street Lights-No Meter-	10/01/2024	4,334.67	.00		10-431-270	1024

#### Payment Approval Report - Treasurer 2021 Report dates: 10/2/2024-10/15/2024

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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.	166-9/1/24-10/	Acct# 1130800-Swimming Pool Meter#	10/01/2024	215.74	.00		10-441-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1130800-Swimming Pool Meter#	10/01/2024	647.24	.00		10-442-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1131100-Water Tower Meter# 13	10/01/2024	100.34	.00		51-531-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1144102-Trl Space @ Lake Mete	10/01/2024	603.72	.00		10-443-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1157302-Pump #3 Meter# 10851	10/01/2024	30.24	.00		10-443-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1199800-Runway Lights Meter# 1	10/01/2024	167.07	.00		42-533-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1225000-Veterans Island Meter#	10/01/2024	34.80	.00		10-444-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1237500-Lagoon Meter# 844978	10/01/2024	3,268.75	.00		52-532-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1284100-New Beacon Meter# 10	10/01/2024	30.00	.00		42-533-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1288300-Rstrms Meter# 1147118	10/01/2024	30.00	.00		10-443-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1308900-River & Bridge Meter# 1	10/01/2024	117.41	.00		10-431-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1309000-Bridge & 2nd Meter# 13	10/01/2024	75.61	.00		10-431-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1321600-Weather Station Meter#	10/01/2024	43.08	.00		42-533-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1327900-1st & Spring Rstrms Me	10/01/2024	40.20	.00		10-431-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 1330501-Lights Meter# 11466597	10/01/2024	66.13	.00		10-410-262	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 7311300-110 E Spring Meter# 11	10/01/2024	294.94	.00		10-411-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 7311300-110 E Spring Meter# 11	10/01/2024	294.94	.00		10-421-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 7331200-Well Field Meter# 1749	10/01/2024	3,651.99	.00		51-531-270	1024
1725	Carbon Power & Light Inc.	166-9/1/24-10/	Acct# 7545800-Woods Field Meter# 13	10/01/2024	30.96	.00		10-444-270	1024
To	otal Carbon Power & Light Inc.:				14,603.34	.00			
Carter E	Edwards								
7721	Carter Edwards	10092024	Reimbursement For Meals @ CPO Trai	10/09/2024	81.10	.00		10-441-235	1024
To	otal Carter Edwards:				81.10	.00			
Caselle									
1760	Caselle, Inc.	135830	Contract Support & Maintenance-11/1/2	10/01/2024	1,279.65	.00		10-411-320	1024
1760	Caselle, Inc.	135830	Contract Support & Maintenance-11/1/2	10/01/2024	67.35	.00		10-413-320	1024
To	otal Caselle, Inc.:				1,347.00	.00			
Charles	F. McVey								
7624	Charles F. McVey	10092024	Reimbursement For Crew Meal-Worked	10/09/2024	23.70	23.70	10/09/2024	10-431-230	1024
7624	Charles F. McVey	10092024	Reimbursement For Crew Meal-Worked	10/09/2024	23.70	23.70	10/09/2024	51-531-230	1024
7624	Charles F. McVey	10092024	Reimbursement For Crew Meal-Worked	10/09/2024	23.71	23.71	10/09/2024	52-532-230	1024
To	otal Charles F. McVey:				71.11	71.11			

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Cogent,									
	Cogent, Inc.	5604135	Chlorine Reagent (3)-Water	09/25/2024	144.35	.00		51-531-241	1024
7408	Cogent, Inc.	5604135	Chlorine Reagent (3)-Sewer	09/25/2024	144.35	.00		52-532-241	1024
To	otal Cogent, Inc.:				288.70	.00			
Crimmii	ns Associates, LLC								
2095	Crimmins Associates, LLC	24-172	Annual Hosting Charge-NeverForgetPa	10/09/2024	155.88	.00		10-444-724	1024
To	otal Crimmins Associates, LLC:				155.88	.00			
	epner Company of Wyoming, LLC								
	Dana Kepner Company of Wyoming, LL		2" Watts LF007M1-QT-F2 DC BFP #T0	09/26/2024	1,019.42	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL	2238860-00	FS1-724x24" Ford Repair Clamp (2)	09/26/2024	867.38	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL	2238860-00	5-1x4 x 2" Riser Less Lid (6)	09/26/2024	157.86	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL		5-1/4 x 3" Riser Less Lid (6)	09/26/2024	187.38	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL		5-1/4 x 4" VB Riser Less Lid (4)	09/26/2024	228.92	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL		#69 Screw Type Adj Riser (6)	09/26/2024	409.50	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL		10" Valve Box Top Section Screw Type	09/26/2024	288.30	.00		50-450-335	1024
2180	Dana Kepner Company of Wyoming, LL	2238860-00	5-1/4" x 1" Valve Box Riser (5)	09/26/2024	110.70	.00		50-450-335 51-531-492	1024 1024
2180 2180	Dana Kepner Company of Wyoming, LL Dana Kepner Company of Wyoming, LL	2238893-00 2238919-00	3/4" GT114 Rubber Meter Washers & In 2" FEBCO 765-QT-FZ-PVB #T765HBV-	10/03/2024 10/08/2024	112.50 935.00	.00 .00		51-531-492	1024
To	otal Dana Kepner Company of Wyoming, LL	.C:			4,316.96	.00			
DBT Tra	ansportation Services LLC								
	DBT Transportation Services LLC	2554831	Periodic Maintenance-AWOS Quarterly-	10/01/2024	934.00	.00		42-533-724	1024
7355	DBT Transportation Services LLC	2554831	Weather Data Services Into NAS-Quart	10/01/2024	250.00	.00		42-533-724	1024
To	otal DBT Transportation Services LLC:				1,184.00	.00			
Econo S	Sign & Barricade LLC								
2490	Econo Sign & Barricade LLC	10-992379	18"x24" Custom Sign-Streets	09/24/2024	78.82	.00		10-431-250	1024
2490	Econo Sign & Barricade LLC	10-992379	18"x24" Custom Sign-Streets	09/24/2024	78.83	.00		51-531-250	1024
2490	Econo Sign & Barricade LLC	10-992379	18"x24" Custom Sign-Sewer	09/24/2024	78.83	.00		52-532-250	1024
To	otal Econo Sign & Barricade LLC:				236.48	.00			
Emery F	Penner								
7693	Emery Penner	10022024	Annual Pass-Carbon WY-9/28/24 to 9/2	10/02/2024	250.00	250.00	10/02/2024	10-412-240	1024

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То	tal Emery Penner:				250.00	250.00			
Enginee	ring Associates								
4170	Engineering Associates	4409047	Project# 23456.00-Professional Service	09/24/2024	11,193.33	.00		50-450-335	1024
4170	Engineering Associates	4409050	Project# 24410.00-Professional Service	09/24/2024	2,949.98	.00		52-532-650	1024
4170	Engineering Associates	4409053	Project# 24418.00-Professional Service	09/24/2024	667.00	.00		51-531-720	1024
4170	Engineering Associates	4409053	Project# 24418.00-Professional Service	09/24/2024	1,556.35	.00		52-532-650	1024
4170	Engineering Associates	4410002	Project# 24419.00-Professional Service	10/01/2024	1,524.81	.00		42-533-720	1024
То	tal Engineering Associates:				17,891.47	.00			
Ferguso	on Waterworks #1116								
5850	Ferguson Waterworks #1116	1561302	0824 Neptune 360 AMI-1001-2500 (108	10/02/2024	4,169.55	.00		51-531-245	1024
5850	Ferguson Waterworks #1116	1561302	Annual Entitlement Fee Gateway R900-	10/02/2024	1,335.00	.00		51-531-245	1024
5850	Ferguson Waterworks #1116	1561302	Annual Entitlement Fee Beltclip-Water	10/02/2024	600.00	.00		51-531-245	1024
То	tal Ferguson Waterworks #1116:				6,104.55	.00			
Kylie M	Waldrip, P.C.								
	Kylie M Waldrip, P.C.	4159	Professional Legal Services Rendered-	10/01/2024	1,517.00	.00		10-411-310	1024
	Kylie M Waldrip, P.C.	4159	Professional Legal Services Rendered-	10/01/2024	1,370.56	.00		10-412-310	1024
7410	Kylie M Waldrip, P.C.	4159	Professional Legal Services Rendered-	10/01/2024	15.00	.00		42-533-310	1024
То	tal Kylie M Waldrip, P.C.:				2,902.56	.00			
Mountai	n States CPA's and Consultants								
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	108.00	108.00	10/02/2024	10-411-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	108.00	108.00	10/02/2024	10-412-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	108.00	108.00	10/02/2024	10-413-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	108.00	108.00	10/02/2024	10-421-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	192.00	192.00	10/02/2024	10-431-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	40.00	40.00	10/02/2024	10-441-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	40.00	40.00	10/02/2024	10-442-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	108.00	108.00	10/02/2024	10-445-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	340.00	340.00	10/02/2024	42-533-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	224.00	224.00	10/02/2024	51-531-330	1024
7711	Mountain States CPA's and Consultants	140367	Progress Billing For 2024 Financial Stat	10/01/2024	224.00	224.00	10/02/2024	52-532-330	1024

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То	tal Mountain States CPA's and Cons	ultants:			1,600.00	1,600.00			
MPM Co	rp								
3945	MPM Corp	9151801	Trash Removal For September 2024-La	09/30/2024	240.00	.00		10-443-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-Ve	09/30/2024	80.00	.00		10-444-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-H	09/30/2024	80.00	.00		10-442-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-T	09/30/2024	17.50	.00		10-411-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-P	09/30/2024	17.50	.00		10-421-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-K	09/30/2024	45.00	.00		10-444-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-St	09/30/2024	30.00	.00		10-431-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-W	09/30/2024	30.00	.00		51-531-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-S	09/30/2024	30.00	.00		52-532-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-S	09/30/2024	35.00	.00		52-532-262	1024
3945	MPM Corp	9151801	Trash Removal For September 2024-D	09/30/2024	45.00	.00		10-444-262	1024
То	tal MPM Corp:				650.00	.00			
NAPA A	uto Parts Saratoga								
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-916878-All-In-One-9/4/24-PD	09/30/2024	9.98	.00		10-421-255	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-916929-Hydraulic Fluid-9/5/24	09/30/2024	178.75	.00		10-431-250	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-917283-Graphite Lub-9/10/24-	09/30/2024	11.99	.00		52-532-240	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-917601-Enviroshield-Hydrauli	09/30/2024	172.83	.00		10-431-255	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-917603-Hydraulic Fluid-9/16/2	09/30/2024	65.88	.00		10-431-250	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-917863-Lockasock Sets-9/19/	09/30/2024	139.97	.00		10-431-242	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-918155-Drill Pump-9/24/24-St	09/30/2024	10.99	.00		10-431-242	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-918624-55 Def-Drill Pump-9/3	09/30/2024	351.98	.00		10-431-256	1024
7658	NAPA Auto Parts Saratoga	09302024	Inv# 575-918645-Tow Strap-Rope-9/30/	09/30/2024	398.99	.00		10-431-250	1024
7658	NAPA Auto Parts Saratoga	09302024-725	Inv# 575-917208-Relay-9/9/24-VFD	09/30/2024	19.28	.00		10-422-250	1024
То	tal NAPA Auto Parts Saratoga:				1,360.64	.00			
Norco Ir	nc								
7148	Norco Inc	41781208	Acct# HO322-Cylinder Rent-September	09/30/2024	42.30	.00		10-431-240	1024
То	tal Norco Inc:				42.30	.00			
	I of Wyoming, Inc. One-Call of Wyoming, Inc.	72994	Tickets For September 2024-Water	10/07/2024	19.50	.00		51-531-310	1024

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То	tal One-Call of Wyoming, Inc.:				19.50	.00			
PAT WA	LISER								
4205	PAT WALISER	10022024	Reimbursement For Fire Truck Transpo	10/02/2024	40.00	40.00	10/02/2024	10-422-256	1024
То	tal PAT WALISER:				40.00	40.00			
Perue P	rinting								
4255	Perue Printing	09302024	Inv# JB43067-Envelopes-9/3/24-TH	09/30/2024	154.00	.00		10-411-240	1024
4255	Perue Printing	09302024	Inv# 70857-Deposit Stamps-9/11/24-TH	09/30/2024	49.90	.00		10-411-240	1024
То	tal Perue Printing:				203.90	.00			
Pine Co	ve Consulting, LLC								
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	93.56	.00		10-411-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	17.33	.00		10-412-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	17.33	.00		10-413-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	114.37	.00		10-421-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	17.33	.00		10-442-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	17.33	.00		10-445-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	34.66	.00		51-531-320	1024
7285	Pine Cove Consulting, LLC	22472C	Office 365-Pax8 Business Standard Mo	10/01/2024	34.66	.00		52-532-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-T	10/01/2024	315.95	.00		10-411-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-P	10/01/2024	58.51	.00		10-412-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-C	10/01/2024	58.51	.00		10-413-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-P	10/01/2024	386.17	.00		10-421-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-H	10/01/2024	58.51	.00		10-442-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-R	10/01/2024	58.51	.00		10-445-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-W	10/01/2024	117.02	.00		51-531-320	1024
7285	Pine Cove Consulting, LLC	22473C	Managed Services Agreement-10/24-S	10/01/2024	117.02	.00		52-532-320	1024
7285	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	508.26	.00		10-411-320	1024
7285	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	94.12	.00		10-412-320	1024
7285	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	94.12	.00		10-413-320	1024
7285	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	621.22	.00		10-421-320	1024
	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	94.12	.00		10-442-320	1024
7285	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	94.12	.00		10-445-320	1024
	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	188.24	.00		51-531-320	1024
	Pine Cove Consulting, LLC	22535C	Sophos Central Email Advanced-10 to	10/08/2024	188.24	.00		52-532-320	1024

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Tot	al Pine Cove Consulting, LLC:				3,399.21	.00			
Platte Va	lley Community Center								
4330	Platte Valley Community Center	1559	PVCC/Town of Saratoga Agreement-1st	10/04/2024	15,000.00	.00		10-410-539	1024
Tot	al Platte Valley Community Center:				15,000.00	.00			
Platte Va	lley Foods LLC								
5700	Platte Valley Foods LLC	10012024	Soda-Bowls-Lasco Retirement-TH	10/01/2024	72.92	.00		10-411-240	1024
Tot	al Platte Valley Foods LLC:				72.92	.00			
Platte Va	lley Lawn Care & Landscaping LL								
7731	Platte Valley Lawn Care & Landscaping	241	Diagnostic Services-Sprinkler System-9	10/04/2024	60.00	60.00	10/09/2024	10-444-262	1024
	Platte Valley Lawn Care & Landscaping	241	Repair-Replacement of Parts-9/27/24-B	10/04/2024	50.00	50.00	10/09/2024	10-444-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	2 Parts Replaced & Swing Joint-9/27/24	10/04/2024	16.00	16.00	10/09/2024	10-444-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-PVCC	10/04/2024	175.00	175.00	10/09/2024	10-410-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-TH	10/04/2024	175.00	175.00	10/09/2024	10-411-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Library	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Veteran's I	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Good Time	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Triangle P	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Senior Ce	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Kathy Glo	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
7731	Platte Valley Lawn Care & Landscaping	241	Mowing & Trimming-9/27/24-Ball Field	10/04/2024	175.00	175.00	10/09/2024	10-444-262	1024
Tot	al Platte Valley Lawn Care & Landscaping	J LL:			1,701.00	1,701.00			
	lley Porta Pots, Inc	1700	Wealth Olerain Witness Labord (0) 0	40/00/0004	000.00	00		40 444 000	4004
1381	Platte Valley Porta Pots, Inc	1762	Weekly Cleaning-Veteran's Island (2)-S	10/08/2024	300.00	.00		10-444-262	1024
Tot	al Platte Valley Porta Pots, Inc:				300.00	.00			
Plattoga	Holdings, LLC								
7523	Plattoga Holdings, LLC	SI-1744	3/8"-3/4" Small Crushed Rock-10/8/24-	10/08/2024	1,096.87	.00		51-531-492	1024
	Plattoga Holdings, LLC	SI-1744	3/8"-3/4" Small Crushed Rock-10/8/24-	10/08/2024	1,096.87	.00		52-532-492	1024
7523	Plattoga Holdings, LLC	SI-1744	Trucking/Freight Tandem Dump Truck-1	10/08/2024	350.00	.00		51-531-492	1024
7523	Plattoga Holdings, LLC	SI-1744	Trucking/Freight Tandem Dump Truck-1	10/08/2024	350.00	.00		52-532-492	1024
7523	Plattoga Holdings, LLC	SI-1747	Sand 3/16" (#4) Minus-10/9/24-Water	10/09/2024	98.40	.00		51-531-251	1024

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То	otal Plattoga Holdings, LLC:				2,992.14	.00			
Rocky N	Mountain Battery LLC								
7692	Rocky Mountain Battery LLC	21339084	MTP-78DT-Reimbursed By McVey 10/7	10/07/2024	149.95	.00		10-411-240	1024
7692	Rocky Mountain Battery LLC	21339084	MTP-94R/H7-Streets	10/07/2024	153.95	.00		10-431-250	1024
То	otal Rocky Mountain Battery LLC:				303.90	.00			
Rocky N	Mountain Sand & Gravel, LLC								
7735	Rocky Mountain Sand & Gravel, LLC	INV-2309	Asphalt Patch-198 Sq Yrds-PVCC	09/24/2024	19,008.00	.00		22-446-250	1024
	Rocky Mountain Sand & Gravel, LLC	INV-2309	Asphalt Removal-198 Sq Yrds-PVCC	09/24/2024	2,574.00	.00		22-446-250	1024
	Rocky Mountain Sand & Gravel, LLC	INV-2310	Asphalt Patch-503 Sq Yrds-Rainbow R	09/25/2024	45,270.00	.00		22-446-250	1024
7735	Rocky Mountain Sand & Gravel, LLC	INV-2311	Asphalt Patch-406 Sq Yrds-NFP	09/20/2024	38,976.00	.00		10-444-724	1024
То	otal Rocky Mountain Sand & Gravel, LLC:				105,828.00	.00			
altus T	echnologies, LLC								
7700	Saltus Technologies, LLC	2409-30	DigiTicket Annual Software Main & Sup	09/01/2024	1,975.00	.00		10-421-740	1024
7700	Saltus Technologies, LLC	2409-30	DigiTicket Annual Hosting Fee-10/24 to	09/01/2024	1,560.00	.00		10-421-740	1024
То	otal Saltus Technologies, LLC:				3,535.00	.00			
	a Carbon County JPB								
	,	10-09-2024	Inv# 2024-10-Lisa Burton October 2024	10/09/2024	87.50	.00		51-531-821	1024
	Saratoga Carbon County JPB	10-09-2024	Inv# 2024-10-Lisa Burton October 2024	10/09/2024	87.50	.00		52-532-821	1024
	Saratoga Carbon County JPB	10-09-2024	EA Engineering Project# 23420-Inv# 44	10/09/2024	24,740.30	.00		50-450-325	1024
4960	Saratoga Carbon County JPB	10-10-2024	Loan# DW078-WY State Lands & Inves	10/10/2024	108,676.97	.00		51-531-820	1024
То	otal Saratoga Carbon County JPB:				133,592.27	.00			
	Hardware Co (Town# 28210)								
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106496-Seal Tape-9/3/24-Water	09/30/2024	5.16	.00		51-531-240	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106508-1/xCmp x 1/8mpt Connect	09/30/2024	4.29	.00		52-532-240	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106509-1/4x1/8 Bushing-9/3/24-Se	09/30/2024	.50	.00		52-532-240	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106555-500' Braid Reel (2)-Screw	09/30/2024	140.49	.00		10-431-240	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106596-Drill Bit-9/5/24-Streets	09/30/2024	5.99	.00		10-431-242	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106690-Drain Opener-Gloves-9/6/	09/30/2024	65.98	.00		10-431-240	1024
	Shively Hardware Co (Town# 28210)	09302024	Inv# 106873-Dup Key (5)-9/10/24-Rec	09/30/2024	10.95	.00		10-445-250	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 106878-Entry Lockset-9/10/24-Se	09/30/2024	39.99	.00		52-532-262	1024

#### Payment Approval Report - Treasurer 2021 Report dates: 10/2/2024-10/15/2024

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# IC33476-P265/60R18 Tires-Labor-	09/30/2024	866.72	.00		10-421-255	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# IC33493-P245/55R18 Tires-Labor-	09/30/2024	821.13	.00		10-421-255	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 106993-Sharpie-Duct Tape-9/12/2	09/30/2024	13.28	.00		10-444-724	1024
5015	· · · · · · · · · · · · · · · · · · ·	09302024	Inv# 107150-Toilet Kit-9/16/24-Streets	09/30/2024	33.99	.00		10-431-262	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# IC33673-ORing-9/16/24-HP	09/30/2024	4.65	.00		10-442-262	1024
5015	,	09302024	Inv# 107195-1-1/2xClose Galv Nipple-C	09/30/2024	18.78	.00		52-532-240	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107214-Cont Trash Bags-9/17/24-	09/30/2024	45.98	.00		10-444-240	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107274-Shovel Handle (3)-9/18/24	09/30/2024	69.97	.00		10-431-242	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107519-Workshop Kit-9/23/24-Stre	09/30/2024	33.98	.00		10-431-242	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107551-Battery-9/23/24-Water	09/30/2024	4.99	.00		51-531-255	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107593-Dup Key-9/24/24-Rec	09/30/2024	8.76	.00		10-445-262	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# 107596-Credit Inv Dup Key Return	09/30/2024	8.76-	.00		10-445-262	1024
5015	· · · · · · · · · · · · · · · · · · ·	09302024	Inv# 107597-Dup Key-9/24/24-Rec	09/30/2024	4.38	.00		10-445-241	1024
5015	· · · · · · · · · · · · · · · · · · ·	09302024	Inv# IC33971-Hip Boot-9/30/24-Streets	09/30/2024	122.86	.00		10-431-242	1024
5015	Shively Hardware Co (Town# 28210)	09302024	Inv# IC33958-Tire Labor-9/30/24-PD	09/30/2024	28.30	.00		10-421-255	1024
To	otal Shively Hardware Co (Town# 28210):				2,342.36	.00			
South C	Central Wyoming EMS Joint Powers B								
6985	South Central Wyoming EMS Joint Pow	259	FY 2025 2nd Quarter Ambulance Servic	10/01/2024	14,467.00	.00		10-411-494	1024
To	otal South Central Wyoming EMS Joint Pow	vers B:			14,467.00	.00			
Stinker	Stores, Inc								
7438	Stinker Stores, Inc	K378-93024	Card# 9649276-108.01 Gal-September	09/30/2024	318.99	.00		10-421-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817837-177.541 Gal-Septembe	09/30/2024	574.87	.00		10-431-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817686-67.842 Gal-September	09/30/2024	220.88	.00		10-431-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817401-88.986 Gal-September	09/30/2024	256.28	.00		51-531-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817673-56.149 Gal-September	09/30/2024	196.52	.00		10-431-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817402-6.504 Gal-September 2	09/30/2024	9.26	.00		51-531-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817402-6.504 Gal-September 2	09/30/2024	9.26	.00		52-532-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 9649130-14.015 Gal-September	09/30/2024	44.39	.00		10-421-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 4817420-58.074 Gal-September	09/30/2024	197.95	.00		10-431-256	1024
7438	Stinker Stores, Inc	K378-93024	Card# 9649134-78.749 Gal-September	09/30/2024	229.49	.00		51-531-256	1024
To	otal Stinker Stores, Inc:				2,057.89	.00			
Upper F	Platte River Solid Waste Disposal								
7528	Upper Platte River Solid Waste Disposa	57153	Small Scrap Iron Load-9/17/24-Water	09/17/2024	10.00	.00		51-531-262	1024

#### Payment Approval Report - Treasurer 2021 Report dates: 10/2/2024-10/15/2024

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Uppe	er Platte River Solid Waste Dispos	al:			10.00	.00			
Valley Oil Comp	oany								
5705 Valley	Oil Company	8205	Card# 1130-104.3730 Gal-Sept 2024 F	09/30/2024	434.09	.00		10-421-256	1024
5705 Valley	Oil Company	8205	Card# 2038-84.3060 Gal-Sept 2024 Fu	09/30/2024	304.05	.00		10-421-256	1024
5705 Valley	Oil Company	8205	Card# 2039-35.0880 Gal-Sept 2024 Fu	09/30/2024	119.26	.00		10-421-256	1024
5705 Valley	Oil Company	8205	Card# 2040-142.5220 Gal-Sept 2024 F	09/30/2024	493.56	.00		10-421-256	1024
Total Valle	ey Oil Company:				1,350.96	.00			
•	ng and Surveying ingineering and Surveying	2024-10731	NFP Contract Admin-Surveying Tech-Bil	10/07/2024	1,233.50	.00		10-444-724	1024
47 10 WLC E	rigineering and Surveying	2024-10731	NFF Contract Admin-Surveying Tech-Bit	10/07/2024	1,233.50	.00		10-444-724	1024
Total WLC	Engineering and Surveying:				1,233.50	.00			
WYODOT									
6125 WYOD	ОТ	0000149060	Project# ARS4040-Hot Mix-Saratoga	09/27/2024	986.39	.00		22-446-250	1024
Total WYC	DDOT:				986.39	.00			
Wyoming Appa	ratus LLC								
	ng Apparatus LLC	1171	New Fire Truck Transportation-Inspecti	10/08/2024	1,000.00	.00		10-422-255	1024
Total Wyo	ming Apparatus LLC:				1,000.00	.00			
WYOMING RET	TREMENT SYSTEM								
	ING RETIREMENT SYSTEM	259883	Volunteer Firefighter and EMT Pension-	10/11/2024	562.50	.00		10-422-170	1024
Total WY0	DMING RETIREMENT SYSTEM:				562.50	.00			
Grand Tot	ale:				348,211.19	3,662.11			

## Payment Approval Report - Treasurer 2021

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Item 5) Report dates: 10/2/2024-10/15/2024 Oct 15, 2024 08:04 AIM GL Acct No GL Period Vendor Vendor Name Invoice Number Description Invoice Date Net Amount Paid Date Paid Invoice Amount City Council: City Recorder: \_ Report Criteria: Detail report. Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

TOWN OF SARATOGA	ARATOGA				Transmittal Register - COUNCIL Pay Period Dates: 9/23/2024 to 10/6/2024		Page: 1 Oct 10, 2024 03:22PM
Report Criteria: Paid transr	ort Criteria: Paid transmittals included						
Transmittal Number	Name	Check	Pay Per Date	Pay	Description	GL Account	Amount
<b>53334</b> 3	GREAT-WEST TRUST CO GREAT-WEST TRUST CO	53334	10/06/2024	55-01 55-02	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 10/6/2024 457 CONTRIBUTION Deferred Comp - Roth Pay Period: 10/6/2024	10-212500 10-212500	240.00
Total 53334:	53334:						420.00
100220241	9 WYO DEPT OF EMPLOY	100220241	10/06/2024	00-66	Qrity CC SUTA/WC	10-212600	99.74
Total 1	Total 100220241:						99.74
100820241	1 EFTPS -TAXES	100820241 100820241 100820241 100820241	10/06/2024 10/06/2024 10/06/2024 10/06/2024	74-00 74-00 75-00 75-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 10/8/2024 FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 10/8/2024 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 10/8/2024 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 10/6/2024 FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 10/6/	10-212100 10-212100 10-212100 10-212100	3,530.16 3,530.16 825,62 825,62 3,706.79
Total '	Total 100820241:						12,418.35
100920241 5	5 BLUE CROSS & BLUE SH 5 BLUE CROSS & BLUE SH	100920241	10/06/2024 10/06/2024	00-06	ACCOUNT # 2483060001 Health Ins Pay Period: 10/6/2024 ACCOUNT # 2483060001	10-212700 10-212700	35,724.27 2,148.75-
Total	Total 100920241:						33,575,52
Grand	Grand Totals:						46,513.61

Check Register - NAMELESS
Pay Period Dates: 09/23/2024 - 10/06/2024

Oct 10, 2024 3:34PM

Report Criteria:

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

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
10/06/2024	PC	10/10/2024	53332	261		01-112700	102.05-
10/06/2024	PC	10/10/2024	53333	19		01-112700	1,310.01-
10/06/2024	PC	10/10/2024	1010202	46		01-112700	1,715.23-
10/06/2024	PC	10/10/2024	1010202	48		01-112700	2,684,29-
10/06/2024	PC	10/10/2024	1010202	49		01-112700	2,083.88-
10/06/2024	PC	10/10/2024	1010202	78		01-112700	1,467.15-
10/06/2024	PC	10/10/2024	1010202	111		01-112700	2,556,94-
10/06/2024	PC	10/10/2024	1010202	134		01-112700	2,508.39-
10/06/2024	PC	10/10/2024	1010202	112		01-112700	2,323,53-
10/06/2024	PC	10/10/2024	1010202	40		01-112700	1,877.92-
10/06/2024	PC	10/10/2024	1010202	88		01-112700	1,408.20-
10/06/2024	PC	10/10/2024	1010202	201		01-112700	760.77-
10/06/2024	PC	10/10/2024	1010202	202		01-112700	261.08-
10/06/2024	PC	10/10/2024	1010202	216		01-112700	287-70-
10/06/2024	PC	10/10/2024	1010202	217		01-112700	287.70-
10/06/2024	PC	10/10/2024	1010202	225		01-112700	91.62-
10/06/2024	PC	10/10/2024	1010202	226		01-112700	1,646.90-
10/06/2024	PC	10/10/2024	1010202	245		01-112700	2,166.11-
10/06/2024	PC	10/10/2024	1010202	247		01-112700	1,601.08-
10/06/2024	PC	10/10/2024	1010202	264		01-112700	3,043.74-
10/06/2024	PC	10/10/2024	1010202	235		01-112700	1,772.06-
10/06/2024	PC	10/10/2024	1010202	268		01-112700	98.44-
10/06/2024	PC	10/10/2024	1010202	272		01-112700	2,603.94-
10/06/2024	PC	10/10/2024	1010202	273		01-112700	1,641.27-
10/06/2024	PC	10/10/2024	1010202	274		01-112700	50.78-
10/06/2024	PC	10/10/2024	1010202	276		01-112700	1,336.05-
10/06/2024	PC	10/10/2024	1010202	277		01-112700	1,406.80-
10/06/2024	PC	10/10/2024	1010202	280		01-112700	1,251.90-
10/06/2024	PC	10/10/2024	1010202	283		01-112700	1,497.28-
10/06/2024	PC	10/10/2024	1010202	284		01-112700	1,659.15-
10/06/2024	PC	10/10/2024	1010202	263		01-112700	1,497.43-
10/06/2024	PC	10/10/2024	1010202	227		01-112700	1,274.31-
Grand	Totals:						46,273.70-
			32				

## TOWN OF SARATOGA SPECIAL EVENTS APPLICATION

SPECIAL	E VEIVIS THE EXCITED :			
Applicant Name: Briana YUKniewicz	Organization: Saratoga Farmers Market			
Address: Po Box 45	Address:			
City/State/Zip Saratoga WY 82331	City/State/Zip Saratoga WY			
Phone: 908 - 894 - 983 @	Phone: Cell: 408-894-9836			
e-mail: bages and badges	e-mail:			
DATE of Event: 0/8/25 - 10/20/25	Start Time for Event: WAYRM 12 pm			
LOCATION: TOWN Hall Parking Lot	End Time for Event: 4 pm			
Please check one:	ants			
SMALL EVENT – less than 100 participants  LARGE EVENT – more than 100 participants				
Describe briefly the proposed event.  Formers market				
Use additional sheet if necessary.				
Location of the event (please be specific)  Town Hall parking 10+/ S	spring Ave (from 5 15t St to			
PD parang lut)				
Schedule of event or events (attach by date the Each Sunday from 12-4Pr	tentative activity planned for each location chosen).			
Approximate number of participants expected: 20 Approximate number of support staff/volunteers: 0				
Number of vehicles anticipated and parking requirements: 15				
Will town property be used for this event:	: 6.11.)			
(X) yes () no (if yes, please explain fully) Town Hall parking lot/particular on spring AV				
Coordination with the Town of Saratoga Depart	rtment of Public Works (DPW)			
What traffic control or narking i	issues are voli anticipating: IX LY ( )Y CL, UVIV			
need cones & Rd Block	parting lot \$ on spring Av. we just signs to Black each direction			
on spring Av & block	OFF MUIT OF THE TOWN TOWN			
parking lot.				

On-site  Manager: Briana Yukniewicz  Home Phone: Cell Phone: 908 -894-9834
Alternate On-site Manager Zachany Fall Home Phone: Cell Phone: 517-740-2023
Insurance Information: (if applicable) N/A
Name of Insurance
Company;
Address:
Phone Number:
Contact Person:
Policy Number:
comply with the Town of Saratoga Special Event Containers (Lounty or municipal laws, rules 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, 20_34  Dated this, 20_34  Applicant Signature

Item 9)



# What other agencies or groups have you contacted? None Please check applicable agencies.

Sa Sa Tr W	aratoga Department of Public Waratoga Police Department: (ever Faffic & crowd control)	events requiring zoning clarification)  Vorks (street closures – use of public parks)  ents with alcohol sales or use  ( highway closures - parades or
	TS SIGN OFF SHEET	
Proposed Special	Event: Saratoga.	Farmers Market
Location of Event:	Town Hall Park	ing lot/spring AV
		<i>O</i> ,
Date of Event.	10/20/199	
Approved:Plan	ning and Zoning Officer	Date:
Approved:	V Supervisor	Date:
Approved:Poli	ce Chief	Date:
Approved:	Chief	
Approved:	m Council	Date:



## TOWN OF SARATOGA SPECIAL EVENTS APPLICATION CONDITIONS

Please initial each condition as read

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

Additional applications and fees may be required for use of facilities of the fown of Saratoga and entry upon areas subject to special security requirements, such as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.
Applicant shall designate a local agent to sign this application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.
Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.
11. If Applicant finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.
12. By The Applicant will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Applicant will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.
13. Applicant shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.
Signature of Applicant Date
Application approved:  Date:
Mayor /Clerk

## TOWN OF SARATOGA SPECIAL EVENTS APPLICATION

	Overly All Diorition				
Applicant Name: KELSEY HUNTOON 21000S OF HOPE	Organization: Corbon Condy Concer Find RIBBONS OF HOPE				
Address:	A J.J. and				
ity/State/Zip City/State/Zip					
Phone: Phone:					
Cell: (367) 314-5966 e-mail: KStyles 070gmail. Com	Cell: e-mail:				
OATE of Event: 11/28/2024  Start Time for Event: 7:30 am					
LOCATION: Hot Part End Time for Event: 9:30 cm					
Please check one:					
SMALL EVENT less than 100 participants  LARGE EVENT - more than 100 participants  MORE THEN 50 Participants					
Describe briefly the proposed event.  Turker trot run > 5k Run fundre by Aling concer. All proceeds one Use additional sheet if necessary. Treating the	Turken trot run 36k Run fundraiser to rouse money pur people Actively by Hirs concer. All proceeds one given out as Grants to people Actively Use additional sheet if necessary. Treating their concer. This is is the have a 5k in Stratogue.				
Location of the event (please be specific)  Run to high cat Hotel  ascural the golf course as	t feat, go around Vet's Inskand, and back to the hot pool.				
Schedule of event or events (attach by date the	tentative activity planned for each location chosen).				
Approximate number of participants expected:_ Approximate number of support staff/volunteer	25-50+				
Number of vehicles anticipated and parking requirements: 10-12 hapefully - Hot Pool					
Will town property be used for this event:  (X) yes () no (if yes, please explain fully)  See afore for face route					
Coordination with the Town of Saratoga Depar  • What traffic control or parking i	tment of Public Works (DPW) issues are you anticipating:				

•	What parking plan have you in place: Pool parking 1st
•	What services do you require from the Police Department or DPW?:
•	What are your security plans: : NA
•	What services are required from the Fire Department? : NA
•	What services are required from the Planning Commission? : NA
lon	What plans have you made for garbage containment and removal? Gorbage Bins &
public heided	What plans have you made for sanitary control/portable toilets?: When bathrooms can have porta portly's Dopped of pocked up if from Back-ater Septic Solutions.  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:
<b>*</b>	There is <b>NO CAMPING PERMITTED</b> 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.
•	Liquor Liability insurance to be required as described in Special Events Conditions #5.
•	Any other request by applicant: :
•	Name of persons who will be "in charge" at the site/activity: : Kelsy Hunton, Koren Youngburg, Joe Elder & Comme

On-site  Manager: Kelsey Huntoon  Home Phone:	Cell Phone:	307-314-5966
Alternate On-site Manager Home Phone:	Cell Phone:_	307-321-3960
Insurance Information: (if applicable)		
Name of Insurance		
Company;	_	<u></u>
Address:		
Phone Number:		
Contact Person: Policy Number:		
By submitting and signing this Application, the application of Saratoga Special Event conthereof) and further agrees not to violate any Federal or regulations. Applicant further agrees to be bound conduct of the requested special event.  In consideration for permission to conduct its special defend and hold harmless the Town of Saratoga, its evolunteers, (including the payment of the Town's attestion from any and all damage to property, injury to and all liability, claims, actions or judgments which its special contents.	attions (attached l, State, County of by all Saratoga i l event, applican officers, agents, o orney's fees incu o, or death of any may arise from t	or municipal laws, rules municipal codes in the tagrees to indemnify, employees and arred in defense of the person and from any he proposed activity.
The Town of Saratoga, its employees, appointed an and all immunity available to them pursuant to Wy Governmental Claims Act, and nothing contained its immunity.	vonining law and	LIIC YY YOMMAN
Dated this, day of	, 20	24

Item 10)



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

	Zoning and Planning Officer – ( Saratoga Department of Public V Saratoga Police Department: (ev Traffic & crowd control) Wyoming Highway Department any use of Highway 130/230)	
SPECIAL I	F SARATOGA EVENTS SIGN OFF SHEET	
Proposed S	pecial Event: Turkey trot	5x Rm Fundraiser
Location of E	Event: Saratoga, NY	
	t: 11/28/2024	
Approved: _	Planning and Zoning Officer	Date:
Approved:_	DPW Supervisor	Date:
Approved:_	Police Chief	Date:
	Fire Chief	Date:
Approved:_	Town Council	Date:



## TOWN OF SARATOGA SPECIAL EVENTS APPLICATION CONDITIONS

Please initial each condition as read

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

8. Additional applications and fees may be required for use of facilities of the Town of Saratoga and entry upon areas subject to special security requirements, such as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.
9. Applicant shall designate a local agent to sign this application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.
10. Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.
11. If Applicant finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.
12. The Applicant will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Applicant will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.
Applicant shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.
Signature of Applicant Date
Application approved:
Mayor /Clerk

# ordinance No. 871 Mountain west technologies corporation franchise agreement.

AN ORDINANCE GRANTING A FRANCHISE TO MOUNTAIN WEST TECHNOLOGIES, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("MOUNTAIN WEST") TO OPERATE AND MAINTAIN A HARDWIRE TELECOMMUNICATIONS SYSTEM ("SYSTEM" OR "THE SYSTEM") IN THE TOWN OF SARATOGA, WYOMING ("TOWN" OR "THE TOWN").

The Town hereby ordains that it is in the public interest to grant Mountain West a Franchise to operate a hardwire (not wireless) System pursuant to the terms and conditions contained herein.

#### **FINDINGS**

In review of Mountain West Technologies, the Town of Saratoga, Wyoming makes the following findings:

Mountain West's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Mountain West's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Mountain West by the Town complies with the existing laws and regulations of the Town of Saratoga, Wyoming.

Section 1) <u>Grant of Franchise</u>. The Town hereby grants to Mountain West the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the Town ("Rights-of-Way"), for the purpose of providing telecommunications services to the Town's inhabitants, hereinafter "the Franchise" or "Franchise." The Franchise area is defined as the area within the legal boundaries of the Town.

Section 2) Acceptance by Mountain West. Within sixty (60) days after the passage of this Ordinance by the Town, Mountain West shall file a signed copy thereof with the Town clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) <u>Term.</u> The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for fifteen (15) years ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, Mountain West shall notify Town of its intent to terminate the Franchise or it may elect to extend this Franchise for two (2) additional ten (10) year periods ("Renewal Term"). The Initial Term and Renewal Term may be collectively referred to as "Term." The Town will not unreasonably refuse to extend the Franchise for two (2) additional ten (10) year periods if Mountain West is in compliance with the terms of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. The Term shall be specifically subject to the Provisions of Term (Section 20) set forth below.

Section 4) Franchise Fee. From and after the date of Mountain West's acceptance of this Ordinance and until its expiration, Mountain West will pay to the Town two percent (2%) of Mountain West's Gross Revenue (as defined in Appendix A hereto). Payment shall be made annually within sixty (60) days after the last day of the calendar year for which the payment applies during the Term of this Franchise.

Section 5) Records Inspection. Mountain West shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Mountain West can reasonable make

available. Subject to applicable laws, any information that is provided to the Town and/or that the Town reviews in camera is confidential and proprietary and shall not be disclosed or used or any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the Town shall be immediately returned to Mountain West following review. The Town will not make copies of such information.

Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the Town shall be non-exclusive, and the Town reserves the right to use the Rights-of-Way for itself or any other entity. The Town, however, shall not unreasonably interfere with Mountain West's Facilities or the rights granted Mountain West herein.

Section 7) <u>Town Regulatory Authority</u>. The Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 8) Indemnification. The Town shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Mountain West of its Facilities. Mountain West shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Mountain West's use of the Rights-of-Way. The Town shall: (1) give prompt written notice to Mountain West of any claim, demand, or lien with respect to which the Town seeks indemnification hereunder; and (b) permit Mountain West to assume the defense of such claim, demand, or lien. Mountain West shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Mountain West shall in no event be required to indemnify the Town for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors and/or employees.

Section 9) Insurance Requirements. Mountain West will maintain in full force and effect for the Term of the Franchise, at Mountain West's expense, a comprehensive liability insurance policy written by a company authorized to do business in the state of Wyoming or will provide self-insurance reasonably satisfactory to the Town, protecting it against liability for loss, personal injury, and property damage occasioned by the operation of the Facilities by Mountain West. Such insurance will be in an amount not less than \$1,000,000 per occurrence. Mountain West will also maintain Workers' Compensation coverage throughout the Term of this Franchise as required by state law. Mountain West shall issue a certificate of insurance to the Town annually upon its renewal.

#### Section 10. Plan. Design. Construction and Installation of Mountain West's Facilities.

10.1 All Facilities under authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law.

10.2 Maps. Mountain West shall file as-built maps and/or drawings with the Town, in a form reasonably prescribed by the Town, including electronic formats that can be imported into the Town's Geographical Information System ("GIS"). Mountain West shall provide as-built maps and/or drawings to Town staff, when specifically requested, that are accurate to within three (3) feet. Initial Facilities plans shall be filed within thirty (30) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Mountain West's Facilities in the Town. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

10.3 Mountain West shall, prior to commencing new construction or major reconstruction work in Rights-of-Way or other public places, apply for a permit from the Town, which permit shall not be unreasonably withheld, conditioned or delayed, and for which all required permit fees shall be imposed. Mountain West will abide by all applicable ordinances and reasonable rules, regulations

and requirements of the Town consistent with applicable law, and the Town may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Mountain West shall not be obligated to obtain a permit to perform emergency repairs to its Facilities.

10.4 To the extent practical and consistent with any permit issued by the Town, all Facilities shall be located so as to cause minimum interference with the Rights-of-Way and shall be constructed installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Town.

10.5 If, during the course of work on its Facilities, Mountain West causes damage to or alters the Rights-of-Way or other public property, Mountain West shall replace and restore such Rights-of Way or public property at Mountain West's sole cost and expense to the condition that existed immediately prior to such damage or alteration and to the satisfaction of the Town of Saratoga. In addition, any asphalt that is replaced cannot be bagged pothole mix. In the event the Town is required to repair the damage Mountain West shall pay all costs incurred including, but not limited to, the wages of the Town's employees.

10.6 Mountain West shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the Town. Before installation of new underground facilities or replacing existing underground facilities, each shall first notify the other party of such work and allow the other party, at its own expense, to share the trench for laying of its own facilities therein, provided that such action will not unreasonably delay project completion.

10.7 Nothing in this Ordinance shall be construed to prevent the Town from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Rights-of-Way that may affect Mountain West's Facilities, the Town shall give written notice to Mountain West. and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Mountain West's Facilities.

10.8 In areas where all other utility lines are placed underground Mountain West shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Mountain West may construct and install its Facilities aerially, or above ground Mountain West shall notify the Town at least five (5) working days before construction or installation starts.

10.9 Mountain West shall not attach to, or otherwise use or commit to use, any pole owned by the Town until a separate pole attachment agreement has been executed by the parties.

#### Section 11. Relocation of Facilities.

- 11.1 Relocation for the Town. Mountain West shall, upon receipt of advance written notice of not less than one hundred and twenty (120) days, protect, support, adjust, raise. lower temporarily disconnect, relocate, or remove any Mountain West property located in Rights-of-Way when required by the Town consistent with its police powers. Mountain West shall be responsible for any costs associated with these obligations to the extent required under applicable federal or state law.
- 11.2. Relocation for a Third Party. Mountain West shall, at the request of any person holding a lawful permit issued by the Town, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Mountain West property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Mountain West is given advance written notice of not less than one hundred and twenty (120) days. In said situation, Mountain West will require advance payment of the costs.
- 11.3 <u>Alternatives to Relocation.</u> Mountain West may, after receipt of written notice requesting a relocation of Facilities, submit to the Town written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way.

The Town shall promptly evaluate such alternatives and advise Mountain West in writing if one or more of the alternatives are suitable. If requested by the Town, Mountain West shall promptly submit additional information to assist the Town in such evaluation. The Town shall give each alternative proposed by Mountain West full and fair consideration. In the event the Town determines there is no reasonable alternative, Mountain West shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Mountain West shall in all cases have the right to abandon the Facilities.

Section 12. <u>Vegetation Management</u>. Mountain West shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Mountain West; instead, this right gives permission to Mountain West should Mountain West elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 13. Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Mountain West and the Town shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

#### Section 14. Revocation of Franchise for Non-Compliance.

- 14.1 In the event the Town believes that Mountain West has not complied with the terms of this Ordinance, the Town shall informally discuss the matter with Mountain West. If these discussions do not lead to resolution of the problem, the Town shall notify Mountain West in writing of the exact nature of the alleged noncompliance.
- 14.2 Mountain West shall have (30) days from receipt of the written notice described in subsection 14.1 to either respond to the Town, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the Town of the steps being taken and the projected date that the steps will be completed.
- 14.3 In the event that Mountain West does not comply with subsection 14.2, above, the Town shall schedule a public hearing to address the asserted non-compliance issue. The Town shall provide Mountain West at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.
- 14.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 14.3, determines that Mountain West is non-compliant with this Ordinance, the Town may:
  - A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
  - B) Commence an action at law for monetary damages or equitable relief; or
  - C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5, below.
- 14.5 Should the Town seek to revoke the Franchise after following the procedures set forth above the Town shall give written notice to Mountain West. Mountain West shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Town may seek revocation of the Franchise at a public hearing. The Town shall cause to be served upon Mountain West, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Town shall give Mountain West an opportunity to state its position on the matter, after which the Town shall determine whether or not the Franchise shall be revoked. Mountain West may appeal the Town's determination to an appropriate court, which shall have the power to review the decision of the Town de novo. Such appeal must be taken

within sixty (60) days of the issuance of the Town's determination. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 15. Mountain West does not waive any of its rights under applicable law.

Section 15. No Waiver of Rights. Neither the Town nor Mountain West shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with federal or state law, as may be amended.

Section 16. <u>Transfer of Franchise</u>. Mountain West's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without notice to the Town, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Mountain West, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Mountain West in the Franchise or Facilities to secure indebtedness Provided the Town before any sale, transfer or assignment must consent. The Town cannot unreasonably withhold its consent.

Section 17. Amendment. At any time during the Term of the Franchise, the Town. through its governing body, or Mountain West, may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment. No amendment may be adopted without mutual written agreement of the Parties.

Section 18. Force Majeure. Mountain West shall not be held in default under, or in non-compliance with, the provisions of this Ordinance. nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged faults occurred or were caused by riot. war, earthquake. flood. unusually severe rain or snow storm, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage or event that is reasonably beyond Mountain West's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor its utility poles on which Mountain West's Facilities and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 19. Provisions of Term. If, after the effective date of this Ordinance. should there be any enactment or promulgation of any federal or state law. regulation or order, or a decision of a court of competent jurisdiction that significantly changes Mountain West's or the Town's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Mountain West and the Town, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within ninety (90) days. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the Town or Mountain West may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 20. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified, and addressed to the parties as set forth below:

The Town of Saratoga 101 N. Fourth St. P.O. Box 1030 Saratoga, WY 82633

Mountain West Technologies. Fiber Administrator 851 Werner Court, Suite 100 Casper, WY 82601

Section 21 <u>Publication Costs</u>: Mountain West shall pay all publication costs associated with the adoption of this ordinance.

Section 22. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof. The Town of Saratoga does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this agreement.

Passed and approved this day of day day day of day	, 2024, on first reading. , 2024, on second reading. , 2024, on third and final reading
Chuck Davis, Mayor	
A	attest:
•	Jennifer Anderson, Town Clerk

# APPENDIX A CALCULATION OF FRANCHISE FEE

The following telecommunications products would be subject to the Franchise fee:

#### Hosted Voice Services:

- · Business Local Access, Flat Rate
- · Residential Local Access, Flat Rate
- · Local Access Trunks
- Session Initiated Protocol Trunking

The following is a listing of revenue categories not representing the retail sale of local access services and therefore excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

- · Bad debt write-offs and customer credits;
- Installation, upgrade, disconnection or late fees, including non-sufficient funds charges;
- Fees for the leasing or sale of equipment;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- · Any franchise fees that are not chargeable per federal or state law;
- · Revenues from any carrier purchased for resale.

#### A REVISION OF ORDINANCE NO. 2.16.010.B

# AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING REVISING CHAPTER 2.16.010.B OF THE TOWN OF SARATOGA MUNICIPAL CODE REGULATING

#### THE COMPOSITION OF THE PLANNING 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 2.16 of the Town of Saratoga Municipal Code concerns the Planning 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 2.16.010.B of the Town of Saratoga Municipal Code to amend the Term of Office of the Planning 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 2.16.010.B of the Saratoga Municipal Code shall be amended to read as follows:

**Section 1:** Chapter 2.16.010.B. of the Saratoga Municipal Code is hereby amended to read as follows:

2.16.010. B. Initially the term of the seven members shall be as follows: one member for one year; one member for two years; one member for three years; one member for four years; and three members for five years. Thereafter on the third Monday of December or as soon thereafter as practical, a member shall be appointed for five years to replace the member whose term has expired. 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.

PASSED ON FIRST READING THIS day of 000, 2024	·6
PASSED ON SECOND READING THIS day of , 2	2024.
PASSED, APPROVED AND ADOPTED THIS _ day of	
2024.	
Town of Saratoga, V	Vyoming
Chuck Davis, Mayor	r
ATTESTATION	
I, Jennifer Anderson, the Town Clerk for the Town of Saratoga, V	Wyoming, do hereby
certify that the above ordinance was duly and properly published or poste	d in the manner required
by law.	
Jennifer Anderson, Town Clerk	

Section 2.

passage and adoption.

This ordinance shall be in full force and effect from and after its approval,

#### A REVISION OF ORDINANCE NO. 14.08.020.A and B

# AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING REVISING CHAPTER 14.08.020.A and 8 OF THE TOWN OF SARATOGA MUNICIPAL CODE REGULATING THE COMPOSITION OF THE TOWN AIRPORT ADVISORY BOARD

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 14.08.020.A and B of the Town of Saratoga Municipal Code concerns the Town Airport Advisory Board; 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 14.08.020.A and B of the Town of Saratoga Municipal Code to amend the Composition and Appointment of the Town Airport Advisory Board 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 14.08.020.A and B of the Saratoga Municipal Code shall be amended to read as follows:

**Section 1:** Chapter 14.08.020. A and B of the Saratoga Municipal Code is hereby amended to read as follows:

14.08.020 A. The airport advisory board shall be comprised of five members, at least three of whom shall be residents of the town, a maximum of two of whom may live outside the town of Saratoga municipal limits, and a maximum of one of whom may be a ground lessee. 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. At the first regular meeting of the board the board shall elect one of its members to serve as chairperson, one to serve as secretary and one to serve as treasurer. All members shall serve a term of four years.

B. Vacancies shall be filled for any unexpired portion of a term by appointment to the board by the town council. A term shall be considered vacated by any member who, having resided within the corporate limits of the town at the time of his or her appointment, thereafter no longer resides within the limits of the town, or by a member who submits a letter of resignation to the Saratoga airport advisory board and the town council. If any member misses two consecutive meetings without good cause or without prior approval of the chairperson of the board, such member may be removed at the option of the town council and a vacancy declared to exist.

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

PASSED ON FIRST READING THIS 154 day of Dct, 2024.
PASSED ON SECOND READING THIS day of, 2024.
PASSED, APPROVED AND ADOPTED THIS day of
,2024.
Town of Saratoga, Wyoming
Chuck Davis, Mayor ATTEST:
ATTESTATION
I, Jennifer 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.
Jennifer Anderson, Town Clerk



#### Wyoming Cooperative Liquid Assets Securities System

# **Resolution Authorizing Participation in the Wyoming CLASS**

	A resolution authorizing The Town of Saratoga	to join with other political subdivisions of
the	the state of Wyoming as a Participant ("Participant") in the	Wyoming Cooperative Liquid Assets Securities
	System "Wyoming CLASS" (the "Trust") to pool funds for in	
	WHEREAS, W.S. 9-4-831 authorizes political subdivision	s of the state of Wyoming as defined therein
und	under W.S. 9-4-831(a) ("Political Subdivisions") to invest ir	eligible securities as defined in W.S. 9-4-831
("L	("Legal Investments"); and	
	WHEREAS, W.S. 9-4-831(a)(viii) authorizes Politi	cal Subdivisions to invest jointly with other
inv	investors in a commingled fund of Legal Investments; and	
	WHEREAS, the Trust is a statutory trust formed unde	r the laws of the state of Wyoming in accordance
wit	with W.S. 17-23-114 and it is the intent and purpose of the	Trust to provide for the investment in only those
Leg	Legal Investments for Political Subdivisions in accordance v	rith W.S. 9-4-831; and
	WHEREAS, U.S. Bank National Association is custo	dian for the Trust ("Custodian") and all eligible
sec	securities of the Trust are held through the Custodian; and	
		n de la companya de l
	WHEREAS, it is in the interest of the Participants	to permit their respective cash balances to be
inv	invested in the Trust; and	
	WHEREAS, The Town of Saratoga	, a Political Subdivision, desires to become
a F	a Participant in the Trust.	
	NOW, THEREFORE, it is hereby RESOLVED by the Gover	ning Body of this Political Subdivision as follows:
1:.	1. The Town of Saratoga hereby approve	s, adopts, and thereby joins as a Participant with
	other Political Subdivisions pursuant to the Wyoming Cl	ASS Indenture of Trust dated May 29, 2020, as
	amended from time-to-time, the terms of which are inc	
	which shall be filed with the minutes of the meeting at	vhich this Resolution was adopted; and
2.	2. The Custodian, acting as a depository, is hereby designa	ited as a depository for the funds of this Political
	Subdivision which shall be invested in the Trust on beha	
	the Key Contact is directed and authorized to execute	
	said Custodian, and that said resolutions are adopted as	reflected thereon. The application of U.S. Bank



#### Wyoming Cooperative Liquid Assets Securities System

National Association to become a depository is hereby accepted.

- The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
   The Key Contact and Authorized Signatories may be changed from time-to-time by written notice to
- Wyoming CLASS.

  The undersigned hereby certifies that The Town of Saratoga has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

  Authorized Signature Title

  Printed Name Date

Page 5



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

We have prepared a quote for you:

Server, Wifi Replacement (2)

Quote # 009688 Version 2 Prepared for:

**Town of Saratoga** 

Jenn Anderson clerk@saratogawyo.org



#### Servers

Description	Price	Qty	Ext. Price
CS Onyx Server - E Series 2u Rack Mount	\$7,863.24	2	\$15,726.48

- Server TPM Module
- (QTY 2) Intel Xeon E Series 6 Core
- (QTY 4) 64GB DDR ECC UDIMM (2x32gb)
- (QTY 2) Raid 1
- (QTY 2) 9361-8i 12GB RAID PCIE 1GB cache (up to 8x Disks)
- (QTY 4) 240GB Enterprise Solid State Drive SATAMix Use 6Gbps
- (QTY 4) 1.92TB Enterprise Solid State Drive SATAMix Use 6Gbps
- (QTY 2) Windows Server 2022 Standard (up to 2 VMs per license)
- (QTY 2) 28" Tool-less Server Rails (for 4-Post racks 24" to 36" deep)
- (QTY 2) 5-Year extended warranty
- (QTY 2) Intel E series Base Mainboard (10GbE)
- (QTY 2) 2U CPU Fan and Heatsink
- (QTY 2) Rack Mount Chassis 8-bay 3.5"" hot-swap 2x 2.5"" internal Redundant 550W PSU

CS Onyx Server - E Series 2u Rack Mount	\$7,647.64	1	\$7,647.64
•			

- Server TPM Module
- Intel Xeon E Series 6 Core
- (QTY 2) 32GB DDR ECC UDIMM (2x16gb)
- · Raid 1
- 9361-8i 12GB RAID PCIE 1GB cache (up to 8x Disks)
- (QTY 2) 240GB Enterprise Solid State Drive SATA Mix Use 6Gbps
- (QTY 2) 1.92TB Enterprise Solid State Drive SATAMix Use 6Gbps
- Windows Server 2022 Standard (up to 2 VMs per license)
- 28" TooHess Server Rails (for 4-Post racks 24" to 36" deep)
- 5-Year extended warranty
- Intel E series Base Mainboard (10GbE)
- 2U CPU Fan and Heatsink
- Rack Mount Chassis 8-bay 3.5"" hot-swap 2x 2.5"" internal Redundant 550W PSU

Shipping & Handling	\$285.00	1	\$285.00

Subtotal: \$23,659.12

#### Wifi

Description	Price	Qty	Ext. Price
Instant On AP25 (US) 4x4 Wi-Fi 6 AP	\$319.97	2	\$639.94



#### Wifi

Description	Price	Qty	Ext. Price
AP-220-MNT-C1 Ceiling Rail Mt Kit	\$23.34	2	\$46.68
71. 220 Mills 02 00 mills 11. 11. 11. 11. 11. 11. 11. 11. 11. 11			

Subtotal: \$686.62

#### Installation

Description	Price	Qty	Ext. Price
Installation and Configuration	\$1,500.00	1	\$1,500.00

Subtotal: \$1,500.00



## **Payment Terms**

#### **Product Invoicing**

- Products will be invoiced upon shipment (Down payment may apply to new customers)
- Payment for products is due upon receipt of the invoice.

#### **Professional Services Payment**

- A deposit equal to 50% of the total service cost is required 30 days prior to the project start date, which is established upon signing the project agreement.
- The remaining balance is invoiced upon project completion, with payment due upon receipt.

#### **General Terms**

- Late Payments: Late payments may incur additional charges.
- **Dispute Resolution**: If you have any disputes regarding an invoice, please notify us within 10 days of receipt. The undisputed portion of the invoice is due.

By agreeing to these terms upon signing the project agreement, you affirm your commitment to adhere to the outlined payment schedule.

Flexible Negotiation: If the standard payment schedule does not meet your needs, we are open to discussing and negotiating alternative arrangements that benefit both parties.



#### Server, Wifi Replacement (2)

Prepared by:

**Pine Cove Consulting** 

sales@pinecc.com 800-432-0346 Prepared for:

**Town of Saratoga** 

110 E. Spring Ave P.O. BOX 486 Saratoga, WY 82331 Jenn Anderson (307) 326-8335

clerk@saratogawyo.org

Quote Information:

Quote #: 009688

Version: 2

Delivery Date: 10/07/2024 Expiration Date: 10/31/2024

#### **Quote Summary**

Description	Amount
Servers	\$23,659.12
Wifi	\$686.62
Installation	\$1,500.00

Total:

\$25,845.74

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

TERMS: Due on receipt of invoice.

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

Applicable fees and taxes not included.



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

We have prepared a quote for you:

# Sophos Firewall License Renewal

Quote # 009906 Version 1

#### **Prepared for:**

# **Town of Saratoga**

Jenn Anderson clerk@saratogawyo.org



#### Renewal

	Price	Qty	Ext. Price
SOPHOS	\$3,263.00	1	\$3,263.00
		\$3,263.00	\$3,263.00 1

Subtotal:

\$3,263.00



### **Payment Terms**

#### **Product Invoicing**

- Products will be invoiced upon shipment (Down payment may apply to new customers)
- Payment for products is due upon receipt of the invoice.

#### **Professional Services Payment**

- A deposit equal to 50% of the total service cost is required 30 days prior to the project start date, which is established upon signing the project agreement.
- The remaining balance is invoiced upon project completion, with payment due upon receipt.

#### **General Terms**

- Late Payments: Late payments may incur additional charges.
- **Dispute Resolution**: If you have any disputes regarding an invoice, please notify us within 10 days of receipt. The undisputed portion of the invoice is due.

By agreeing to these terms upon signing the project agreement, you affirm your commitment to adhere to the outlined payment schedule.

Flexible Negotiation: If the standard payment schedule does not meet your needs, we are open to discussing and negotiating alternative arrangements that benefit both parties.



#### Sophos Firewall License Renewal

Prepared by:

**Pine Cove Consulting** 

sales@pinecc.com 800-432-0346 Prepared for:

**Town of Saratoga** 

110 E. Spring Ave P.O. BOX 486 Saratoga, WY 82331 Jenn Anderson (307) 326-8335

clerk@saratogawyo.org

Quote Information:

Quote #: 009906

Version: 1

Delivery Date: 10/04/2024 Expiration Date: 12/03/2024

#### **Quote Summary**

Description	Amount
Renewal	\$3,263.00

Total: \$3,263.00

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

TERMS: Due on receipt of invoice.

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

Applicable fees and taxes not included.

https://www.orderporter.com/OrderPorter/online.order?passcode=2ea8d5060161c199da7681bfb55e7139&entrykey=Quosal Branded v3 (copy)



500 W Monroe St Chicago, IL 60661 (800) 247-2346

Date: 31-JUL-2024

Company Name: Saratoga, Town Of

Attn.: Mike Morris Billing Address: P O Box 486

City, State, Zip Code: Saratoga, WY 82331

**Customer Contact: Mike Morris** 

Phone: 307-326-8354

### SERVICE AGREEMENT

Contract Number: USC000137172

Contract Modifier: R03-APR-24 03:37:03

P.O.#: N/A

Customer #: 1036314061

Bill to Tag#: 0002

Contract Start Date: 01-AUG-2024 Contract End Date: 31-JUL-2025

Payment Cycle: MONTHLY

Currency: USD

N	MONTHLY EXT	EXTENDED AMT
	\$163.97	\$1,967.67
	\$1,169.89	\$14,038.64
	\$160.62	\$1,927.41
Sub Total	\$1,494.48	\$17,933.72
Taxes	\$0.00	\$0.00
	\$1,494.48	\$17,933.72
-	Sub Total Taxes Grand Total	\$163.97 \$1,169.89 \$160.62 Sub Total \$1,494.48 Taxes \$0.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <a href="https://www.motorolasolutions.com/en\_us/managed-support-services/cybersecurity.html">https://www.motorolasolutions.com/en\_us/managed-support-services/cybersecurity.html</a>) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

TITI F	DATE	
11124		
	Luky 24 2024	
TITLE	DATE	
(207)074 0054		
PHONE		
	Customer Support Manager TITLE  (307)274-2954 PHONE	Customer Support Manager July 31, 2024 TITLE DATE  (307)274-2954

Company Name : Saratoga, Town Of Contract Number : USC000137172 Contract Modifier : R03-APR-24 03:37:03

Contract Start Date : 01-AUG-2024 Contract End Date : 31-JUL-2025

#### **Service Terms and Conditions**

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

#### Section 1. APPLICABILITY

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

#### Section 2. DEFINITIONS AND INTERPRETATION

- "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement. 2.2.
- "Services" means those installation, maintenance, support, training, and other services described in this 2.3. Agreement.

#### Section 3. ACCEPTANCE

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

#### **Section 4. SCOPE OF SERVICES**

- Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### Section 5. EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

Revised Sep 3, 2022 58 excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

#### Section 6. TIME AND PLACE OF SERVICE

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

#### **Section 7. CUSTOMER CONTACT**

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

#### Section 8. INVOICING AND PAYMENT

- 8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.
- 8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- 8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### Section 9. WARRANTY

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

#### Section 10. DEFAULT/TERMINATION

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

Revised Sep 3, 2022 59 written notice of termination to the defaulting party.

- 10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.
- 10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### Section 12. EXCLUSIVE TERMS AND CONDITIONS

- 12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- 12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- 13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- 13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

#### Section 15. COVENANT NOT TO EMPLOY

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

#### Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

#### Section 17. GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Revised Sep 3, 2022 61

#### **Cybersecurity Online Terms Acknowledgement**

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

1. <u>Applicability and Self Deletion</u>. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

- 2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Cyber Subscription Renewals and Integrations Addendum available at <a href="http://www.motorolasolutions.com/cyber-renewals-integrations">http://www.motorolasolutions.com/cyber-renewals-integrations</a> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- 3. <u>Entire Agreement.</u> This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

#### Change Order No.

Date of Issuance: 10/15/2024 Effective Date: 10/15/2024

Owner: Town of Saratoga Owner's Contract No.:

Engineer: Engineer's Project No.: 23456.00

Contractor: 71 CONSTRUCTION

Project: GREATER ROAD PROJECT

The Contract is modified as follows upon execution of this Change Order:

Description: - Change Order to rectify final installed quantities.

Attachments: - Pay Application #2 (highlighted rectified quantities)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
-	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: 10/1/2024
\$ 1,950,268.63	Ready for Final Payment: 10/1/2024
* <u></u>	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No to No:	Orders No to No:
<u> </u>	Substantial Completion: N/A
\$ 0.00	Ready for Final Payment: N/A
<u> </u>	,
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
Contract Trice prior to this change order.	Substantial Completion: N/A
\$ 1,950,263.63	Ready for Final Payment: N/A
\$_1,930,203.03	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
[Herease] [Decrease] of this Change Order.	Substantial Completion: N/A
¢ 130 934 13	Ready for Final Payment: N/A
\$ <u>128,824.13</u>	days or dates
C D. in a senting this Change Order	Contract Times with all approved Change Orders:
Contract Price incorporating this Change Order:	Substantial Completion: 10/1/2024
0.1.001.444.50	Ready for Final Payment: 10/1/2024
\$_1,821,444.50	days or dates
ACC	EPTED: ACCEPTED:
RECOMMENDED: ACC	EPTED: ACCELTED.
	D
By: By:	By:
2	uthorized Signature) Contractor (Authorized Signature)
Title: Project Manager Title	Title
Date: 10/14/2024 Date	Date
Concurrence by Funding Agency (if	
applicable)	
By:	Date:
77.1	
Title:	
EJCDC® C-941, Ch	nange Order. (EA
07/15)	g- 3.2-11
Dyonard and published 2013 by the Engineers	Loint Contract Documents Committee.

00941-1

			Application Date:	10/4/2024	
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application 6/26/2024	6/26/2024 - 10/4/2024			
To TOWN OF SARATOGA (Owner):	From (Contractor): 71 CONSTRUCTION		Via (Engineer):	ENGINEERING ASSOCIATES	
Project: TOWN OF SARATOGA GREATER ROAD PROJECT	Confract:	TOWN OF SARATOGA GREATER ROAD PROJECT			
Owner's Confract No.:	Contractor's Project No.		Engineer's Project No.:	23420,00	
Application For Payment	ا يو				
Approved Change Orders		1. ORIGINAL CONTRACT	1. ORIGINAL CONTRACT PRICE	Se.	\$1,950,268,63
Number	Deductions	2. Net change by Change Ord	Net change by Change Orders	S	-5128,824.13
	-\$128,824.13	3. Current Contract Price (Line 1 ± 2)	ine 1 ± 2)	s	\$1,821,444.50
		4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Propress Estimates)	TOTAL COMPLETED AND STORED TO DATE  Column F total on Properss Estimates)	en.	\$1,821,444.50
		S. RETAINAGE:			
			\$ 1,821,444.50	S	\$91,072.23
		b. 5%	X Stored N		
		c. Total Retail	c. Total Retainage (Line 5.a + Line 5.b)	S	\$91,072.23
		6. AMOUNT ELIGIBLE TO	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	S	\$1,730,372.28
TOTALS	-\$128,824.13	7. LESS PREVIOUS PAYM	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	S	\$523,611.82
	7. Fe0 0es	8. AMOUNT DUE THIS API	8. AMOUNT DUE THIS APPLICATION	\$ \$1,206	\$1,206,760.46
	-31,25,524,13	9. BALANCE TO FINISH, PLUS RETAINAGE	LUS RETAINAGE		20
		(Column G total on Progre	(Column G total on Progress Estimales + Line 5.c above)		291,0/12.23
Contractor's Certification The medical contractor certifies to the best of its knowledge, the following	llowing	Payment of:		\$1,206,760.46	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered	Work done under the Contract have been red in connection with the Work covered		20	e 8 confider attach explanation of the other amount)	
by prior Applications for Payment: (2) Trile to all Work, materials and equipment incorporated in said Work.	in said Work, or otherwise listed in or covered by this		Shi	10/1	10/14/2024
Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and	ment free and clear of all Liens, security interests, and analyse to Owner indemnifying Owner against any such	Is reconnicined by:	(Engineer)	g)	(Date)
continuous security interest, or encumbrances; and Liers, security interest, or encumbrances; and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is	ce with the Contract Documents and is	Domment of	v	\$1,206,760.46	
not defective.  Accompanying Documentation:				(Line 8 or other - attach explanation of the other amount)	0
<ul> <li>Affidavit of Payment to Materialmen, Subcontractors and Laborers to be completed and signed by Contractor accordance with W.S. 16-6-1001(a) (iv) as modified by Wyoming Executive Order 2011-2.</li> <li>Resident Labor Verification Form to be completed and signed by Contractor in accordance with W.S. 16-6-20</li> </ul>	is to be completed and signed by Contractor in Executive Order 2011-2. Contractor in accordance with W.S. 16-6-203.	is approved by:	(Омпет)		(Date)
Confractor Signature					
By:	Date	Approved by:			
			Funding or Financing Entity (if applicable)		(Date)

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Page 1 of 3

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract):	Town of Saratoga Greater Road Project								Ψ.	Application Number:			2		
Application Period:		97/9	2024 - 1	6/26/2024 - 10/4/2024					Ϋ́	Application Date:			10/4/2024		
	V					В	Э	Q		ធ		Ŀ			
	Item			Contract Information	ation		Estimated						è	D-L	
Bid Itcm No.	Description	Item Quantity	Units	Unit Price		Fotal Value of Item (\$)	Quantity Installed	Value of Work Installed to Date		Matenals Presently Stored (not in C)	Stored to	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to ruitsn (B - F)	
	_				BAS	BASE BID									П
	Mobilization	1	LS	\$ 113,0	\$ 00,000,11	113,000.00	1.0	0'E11 S	00'000'611		<del>6</del> 9	113,000 00	%001	64	,
2	Traffic Control	-	rs	S 159,0	\$ 00,000,001	00'000'651	1.0	0,651 8	00 000'65		64	159,000,00	%001	69	ŝ
3	0.5"- 2.0" Milling	16733	SY	649	4.75 \$	79,481.75	16733	s, 9,4	79,481.75		69	79,481.75	%001	69	0
4	Full Depth Asphalt Removal	18	SY	59 59	\$ 00'001	8,100.00	81.0	8, 8,1	8,100.00		S	8,100,00	%001	649	
\$	Crushed Base Grading W	7	CY	8	120.00 S	840,00	1.0	8	840.00		69	840.00	%001	69	
9	Asphalt Binder PG 58-28	112.60	TON	69	\$ 57.608	91,177,85	112,60	1,16	91,177.85		69	91,177.85	100%	69	
7	Plant Mix Pavement	2000.00	TON	6A	\$ 00.761	394,000,00	2000.0	\$ 394,0	394,000.00		S	394,000.00	%001	59	è
00	Asphalt Binder PG 58-28 (Leveling Course)		TON	69	\$ 00.018	9		sa	*		64			69	ž.
6	Plant Mix Pavement (Leveling Course)		TON	S	\$ 00.261	٠		S	10		69	ŧii		69	040
01	Asphalt Patching	01	TON	S	\$ 00.576	9,750.00	0.01	5	00 052,6		<del>64</del>	9,750.00	%001	59	
11	Seal Coat Emulsified Asphalt	132.05	TON	<b>69</b>	1,236.00 \$	163,213.80	132.05	\$ 163,	163,213.80		s	163,213.80	%001	69	4
12	Fog Coat (Undiluted)	21.7	TON	8	1,269 00 \$	27,486,54	21.66	\$ 27,	27,486.54		S	27,486.54	%001	<b>69</b>	r
13	Cover Coat Material (Type C)	918.25	TON	89	280.00 \$	257,110.00	918.25	\$ 257,	257,110,00		649	257,110.00	%001	<b>5-9</b>	10
14	ADA Accessible Parking Space (Concrete)	588	SF	S	53.50 S	31,458,00	588.0	31,	31,458.00		SA.	31,458.00	100%	S	:
51	ADA Curb Ramp	2	EA	\$ 5,0	5,000.00 \$	10,000,00	2.0	\$ 10,	10,000,00		ss	10,000.00	%001	S	
	BASE BID TOTAL				\$ 1	1,344,617.94		\$ 1,344,	,344,617.94 \$	NA.	s	1,344,617.94	%001	S	ı,
				,	DD ALTERN	ADD ALTERNATE - CHIP SEAL	SEAL								T
-	Mobilization	1	ST	\$ 17,0	17,000.00	17,000 00	1	\$ 17,	17,000,00		69	17,000.00	%001	<b>5</b> 9	æ
2	Traffic Control	1	LS	\$ 47,0	47,000,00	47,000.00	1	S 47,	47,000.00		S	47,000.00	100%	69	٨.
3	0.5"-2.0" Milling	14707	SY	ь	4.75 \$	69,858.25	14707	8 69,	69,858.25		69	69,858,25	%001	643	<b>A</b> ()
4	Asphalt Binder PG 58-28	16.08	TON	ь	827.00 \$	66,937.59	80,94	.99 \$	66,937.59		6A	66,937,59	100%	69	(A)
5	Plant Mix Pavement	1437.7	TON	s	192.00 \$	276,030,72	1437.7	\$ 276,	276,030,72		69	276,030,72	100%	69	
9	Asphalt Binder PG 58-28 (Leveling Course)		TON	ь	842.50 \$	1163		59	à		S	7		69	
7	Plant Mix Pavement (Leveling Course)		TON	89	195.00 \$	(4		S	٠		69	٠		ья	
	ADD ALTERNATE - CHIP SEAL TOTAL				s	476,826.56		S 476,	476,826.56 \$		S	476,826.56	100%	S	•
				4	0.	021111101		1 921 444 50	S 02 FF		,	05 FFF 168 I	100%	3	
	TOTAL			,	410	-	2	41044			ı	Thomas a succession of the			1

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	TOWN OF SARATOGA	Owner's Proje	ect No.:	
Engineer:	Engineering Associate	S Engineer's Pr	oject No.:	23456.00
Contractor:	71 Construction	Contractor's l	Project No.:	
Project:	GREATER ROAD PROJE	ECT		
 This □ Prelimii	nary 🛭 Final Certificate of S	Substantial Completion applies	to:	
⊠ All W	Vork 🗆 Th	ne following specified portions of	the Work:	
	Date	OCTOBER 15, 2024 of Substantial Completion		
and Engineer, ar	nd found to be substantially co-	been inspected by authorized rep mplete. The Date of Substantial C tial Completion in the final Certif orrection period and applicable w	icate of Subs	tantial Completion
and the failure to Work in accorda	o include any items on such lis ance with the Contract Docume		of the Contra	actor to complete all
Owner and Cont	tractor; see Paragraph 15.03.D			
The responsibili insurance, and v amended as follows:	varranties upon Owner's use or	ractor for security, operation, safe roccupancy of the Work must be	ty, maintena as provided	nce, heat, utilities, in the Contract, except as
Amendments to	Owner's Responsibilities: $\boxtimes$	None $\square$ As follows:		
• NO	NE			
Amendments to	Contractor's Responsibilities:	$\boxtimes$ None $\square$ As follows:		
• War	rranties and Guarantees.			
		made a part of this Certificate:		
This Certificate release of Contr	does not constitute an accepta actor's obligation to complete	nce of Work not in accordance w the Work in accordance with the	ith the Contr Contract Do	act Documents, nor is it a cuments.
EXECUTEI	D BAY ENGINEER:	RECEIVED:		RECEIVED:
Ву:		<del></del>	-	
/ * *		Owner (Authorized Signature)		
		<u> </u>	Title	
Title: PRO	OJECT ENGINEER Title:			

EJCDC® C-625, Certificate of Substantial Completion.

(EA-02/21)

#### Change Order No.

Date of Issuance: 10/15/2024

Effective Date: 10/15/2024

Owner:

TOWN OF SARATOGA

Owner's Contract No.:

Engineer:

ENGINEERING ASSOCIATES

Engineer's Project No.:

23420.00

Contractor: ROCKY MOUNTAIN SAND & GRAVEL, LLC

Project:

SOUTH RIVER STREET WATERLINE REPLACEMENTS

The Contract is modified as follows upon execution of this Change Order:

Description: - Change Order to rectify final installed quantities.

Attachments: - Pay App #5 (highlighted rectified quantities)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
ž	Substantial Completion: 140 Days [9/30/2024]
\$ 1,938,239.80	Ready for Final Payment: 150 Days [10/10/2024]
	days or dates
[Increase] [Decrease] from previously approved Chan	ge [Increase] [Decrease] from previously approved Change
Orders No to No:	Orders No. 1 to No. 1:
	Substantial Completion: 31 Days
\$ 0.00	Ready for Final Payment: 263 Days
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: 171 Days [10/31/2024]
\$1,938,239.80	Ready for Final Payment: 413 Days [6/30/2025]
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
[	Substantial Completion: <u>0 Days</u>
\$159,167.00	Ready for Final Payment: 0 Days
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
Contract Trice incorporating	Substantial Completion: 171 Days [10/31/2024]
\$2,097,406.80	Ready for Final Payment: 413 Days [6/30/2025]
**************************************	days or dates
RECOMMENDED:	ACCEPTED: ACCEPTED:
100	24 2
By: By:	By:By:
Engineer Own	er (Authorized Signature) Contractor (Authorized Signature)
Title: Project Engineer Title	Title <u>CEO</u>
Date: 10/14/2024 Date	Date
Concurrence by Funding Agency (if applicable)	Date:
By:N/A	Date.
Title: N/A	
£.I¢n¢® ¢.94	41, Change Order. (EA
0.000	
Prepared and published 2013 by the Engi	ineers Joint Contract Documents Committee. 1941-1

(Date)

is approved by:

Ë

-Affidavit of Payment to Materialmen, Subcontractors and Laborers to be completed and signed by Contractor accordance with W.S. 16-6-1001(a) (iv) as modified by Wyoning Executive Order 2011-2.

Resident Labor Verification

Approved by:

10/14/2024

Crystyn Lasley

Contractor Signature

(Date)

Funding or Financing Entity (if applicable)

E.JCDC		Contractor's	Contractor's Application for Payment No.	Payment No.	5	
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application 9/14/2024 - Period:	9/14/2024 - 10/10/2024	Application Date:	10/10/2024	2024
To TOWN OF SARATOGA	GA	From (Contractor): ROCKY MOUNTAIN SAND & GRAVEL	D & GRAVEL	Via (Engineer):	ENGINEERING ASSOCIATES	ASSOCIATES
Project: SOUTH RIVER STREET WATERLIN REPLACEMENTS	IT WATERLINE	Confract: SOUTH RIVER STREET WATERLING REPLACEMENTS	FERLINE REPLACEMENTS			
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No :	23420.00	0.00
	Change Order Summary		- OPIGINAL CONTRACT PRICE	PRICE	S	\$1,938,239,80
Approved Change Orders	Additions	Deductions	2. Net change by Change Ord	Net change by Change Orders		\$159,167.00
CO#1 S		s		ine 1 ± 2)	S	\$2,097,406.80
CO#2	159,167,00	ia	4. TOTAL COMPLETED AND STORED TO DATE	ND STORED TO DATE		00 120 900 13
			(Column r lotal on rrogre 5. RETAINAGE:	(Column F 101al on Frogress Estimates)		2077.677.67
			a. 5%			\$96,348.55
			p. 5%	s	Stored Material S	
			c. Total Retai	c. Total Retainage (Line 5.a + Line 5.b)	5	896.348.55
			6, AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	DATE (Line 4 - Line 5.c).	9	\$1,830,622,45
TOTALS	\$159,167.00		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	ENTS (Line 6 from prior A	Application)	\$1,706,747.20
NET CHANGE BY	313	00 147 00	8, AMOUNT DUE THIS APPLICATION	PLICATION	S	\$123,875.25
CHANGE ORDERS	219	7,107,000	9. BALANCE TO FINISH, PLUS RETAINAGE	LUS RETAINAGE		
			(Column G total on Progre	(Column G total on Progress Estimates + Line 5.c above)	3AC) &	\$266,784.35
Contractor's Certification  The understand Contractor certifies to the best of its knowledge the following:	to the best of its knowledge the foll	wine	Paymentof		\$123,875.25	
(1) All previous progress payments re applied on account to discharge Contr	ceived from Owner on account of W	(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered another on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered			Lings or other amount)	e other amount)
by prior Applications for Payment, (2) Title to all Work, materials and eq	uipment incorporated in said Work,	by prior Applications for Psyment, (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this	is recommended by:	Ì	h	10/14/2024
Application for Payment, will pass to encumbrances (except such as are cov	Owner at time of payment free and or ered by a bond acceptable to Owner	Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such		(Knyi	'ngineer)	(Dale)
Liens, security interest, or encumbrances); and (3) Liens, security interest, or encuments and is (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is	ces); and lication for Payment is in accordanc	e with the Contract Documents and is	Payment of	S.	\$123,875.25	
not defective.					(Line 8 or other - attach explanation of the other amount)	e other amount)
Charles and the second						

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Page 1 of 3

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract):	Ñ										
Application Period:			9/14/;	9/14/2024 - 10/10/2024				Application Date:		10/10/2024	4
	¥				8	υ —	Q	9	Ŀ		Ū
	llem			Contract Information		Estimated			C F	_	d company
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Value of Work Installed to Date	Matenals Presently Stored (not in C)	Slored to Date (D + E)	(F/B)	(B - F)
5.5	14" Cap	-	EA	\$ 2,612.00	\$ 2,612.00	100	\$ 2,612.00		\$ 2,612,00	0 100%	S
34	4" - 45 Dep DI Bend		┰		69		8			Ц	S
3.5	6" - 90 Deg DI Bend	_	-	\$ 2,497.00	3 2,497.00	1 00	\$ 2,497.00		\$ 2,497.00		S
36	6"-45 Dee DI Bend	ts	1-		8 18,368.00	7 00	\$ 18,368 00		\$ 18,368.00	0 100%	64
37	6"-1125 Deg DI Bend		+-		\$		s		69		S
388	12" - 45 Deg DI Bend	4	-	\$ 3,877.00	00.805,518.00	90 4	\$ 15,508 00		\$ 15,508.00		89
39	6" x 6" Tee	_	EA	3,370,00	3,370,00	1 00	3,370.00	-	\$ 3,370.00	$\perp$	S
40	6" x 6" SW Tee	5	EA	\$ 4,196.00	00'086'00	5 00	\$ 20,980.00		7	$\perp$	S
41	12" x 6" Tee	-	EA	\$ 4,969.00	3 \$ 4,969.00	1 00	\$ 4,969.00		S 4,969 00		SA
42	12" x 12" Tee	-	EA	\$ 5,275.00	69	00 1	\$ 5,275,00	0			643
43	12" x 6" Cross	2	EA		₽9	00 2	\$ 15,482.00	)	\$ 15,482.00		69
44	12" Cross	-	EA	\$ 8,111.00	59	00	8,111.00	) [	\$ 8,111.00		69
45	6" x 4" Reducer	-	EA	\$ 2,115,00	0 \$ 2,115.00	00	\$ 2,115.00	0			69
46	12" x 6" Reducer	2	EA	\$ 2,225,00	0 \$ 4,450.00	00 2	\$ 4,450.00	0			59
47	14" x 12" Reducer	-	EA	\$ 4,730.00	0 \$ 4,730.00	00	\$ 4,730.00	0		4	S
48	Existing Water Utility Potholing and Locates	26	EA	\$ 1,375.00	0 8 35,750.00	00 26	\$ 35,750 00	0	\$ 35,750.00	20 100%	s
49	Water Service Crossing		EA		\$ 0	101	8		S		649
50	Sanitary Sewer Service Crossing		EA	\$ 8,450.00	\$ 0	121				4	69
51	Sanitary/Storm Sewer Main Crossing	1	EA	\$ 3,775,00	0 \$ 26,425.00	00 7		0		4	8
52	Directional Drill - 20" Casing	40	LF	\$ 1,925.00	0 8 77,000.00	00 40	\$ 77,000,00	0		4	<b>6</b> 9
53	3/4" DR9 CTS PE Water Service Line	503	LF	\$ 65,00	0 \$ 32,695.00	00 503	\$ 32,695,00	0			<b>99</b>
54	1" DR9 CTS PE Water Service Line	40	LF	00'64 \$	0 3,160,00	00 40	\$ 3,160.00	0			co.
55	Water Service - 3/4" Service Connection	12	EA	00 666 \$	0 \$ 11,988.00	00 12	\$ 11,988 00	0		4	ss
3.6	Water Service - 1" Service Connection	-	EA	\$ 1,099.00	00 8 1,099 00	1 100	00 660'1 \$	0	\$ 1,099.00		64
57	3/4" Curb Stop, Box with Riser	12	EA	\$ 877.00	0 \$ 10,524.00	.00 12	\$ 10,524.00	0.	\$ 10,524 00	_	ss
288	1" Curb Stop, Box with Riser	-	EA	00 1,077 00	00 1.077 00	00 1	00.77.00	0.			64
59	2" Water Meter Interior Installation	-	rs	\$ 3,465.00	69	00 1	\$ 3,465.00	0.		4	69
09	Water Meter Pit and Connection	4	EA	\$ 3,666.00	0 \$ 14,664.00	00 4	\$ 14,664 00	0,		_	69
61	Traffic Rated Meter Pit Lid and Frame	9	EA	\$ 2,200.00	\$ 1	9 00	1	0,		1	69
62	Remove Existing Meter Pit	-	EA	\$ 1,375.00	64	00	\$ 1,375.00	00			54
63	12" HDPE Storm Culvert	102	LF	\$ 121.00	8	.00 102	\$ 12,342.00	00			60
64	Flared End Section	2	EA	\$ 636.00	69	.00	\$ 1,272.00	00			69
65	Concrete Headwall	2	EA	\$ 4,333.00	00 99998 \$ 00	00 2	\$ 8,666.00	00	8,666.00	_	7
99	Manhole Traffic Collar and Adjustment	ie.	EA	\$ 3,445.00	00 068'9 \$ 00	2 2	\$ 6,890.00	00		4	+
29	Concrete Sidewalk	100	SF	\$ 17.00	00 00,1,700.00	100	\$ 1,700.00	00		4	7
89	Concrete Valley Gutter	96	SF	\$ 21.00	69		\$ 2,016 00	00		4	<b>6</b> 9
69	Specially Concrete Valley Gutter	207	SF	\$ 31.00	30 S 6,417 00	_	\$ 6,417.00	00	\$ 6,417.00	_	7
70	Condessor and Cooding	1400	>5	8 5.00	2 000 00	1400	7 000.00	l or	2,000,00	%001 00	S
^/	Lanuacane and occurre	2014			9	_				ļ	t

Progress Estimate - Unit Price Work

Contractor's Application

A							1	
Item	9/14/2024 - 10/10/2024				Application Date:		10/10/2024	
Item   Description   Item   Units		В	၁	Q	Э	ίť		Ð
Item   Description   Item   Units	Contract Information		Estimated				, '0	delinio es per el de
Mobilization   1 LS     Temporary Traffic Control   1 LS     High Float Polymer Modified Emulsified   11.67   TON     Asphall (CHFRS-2P)   88.00   TON     Fog Seal for Asphall Patches   1960   SY     For Seal for Asphall Patches   1960   SY     For Seal for Asphall Patches   1960   SY     SY   SY   SY   SY   SY     TON   SY   SY   SY   SY   SY     TON   SY   SY   SY   SY   SY   SY     TON   SY   SY   SY   SY   SY     TON   SY   SY   SY   SY     TON   SY   SY   SY   SY     TON   SY	Unit Price	Total Value of Item (\$)	Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to rinish (B - F)
Mobilization   1 LS		ADD ALTERNATE - CHIP SEAL	E - CHIP SE/	I.L.				
Temporary Traffic Control   1 LS     High Float Polymer Modified Emulsified   11,67 TON     Asphalt (CHFRS-2P)   88.00 TON     Cover Coal Aggregate (Type C)   88.00 TON     Fog Seal for Asphalt Patches   1960 SY     For Seal for Asphalt P	\$ 50,000.00	\$ 50,000.00		5		S		00'000'05 \$
High Float Polymer Modified Emulsified   11,67 TON     Asphalt (CHFRS-2P)   88.00 TON     Cover Coal Aggregate (Type C)   88.00 TON     Fog Seal for Asphalt Patches   1960 SY     For Seal for Asphalt Patches   1960 SY	\$ 2,500.00	\$ 5,500,00				69		\$ 5,500,00
Cover Coal Aggregate (Type C)	-	\$ 21,472,80		69		69		\$ 21,472.80
for Asphalt Patches 1960 SY	-	00'000'99 \$		69				
for Asphalt Patches SY	_	\$ 6,783,00		69				
	\$ 8.00	\$ 15,680.00		8		649		\$ 15,680.00
	\$ 2,500.00 \$	\$ 5,000,00		3		64		\$,000.00
P SEAL TOTAL		\$ 170,435.80				S		\$ 170,435.80
S	>	2.097.406.80	5	1.926.971.00		S 1,926,971.00 92% S	95%	\$ 170,435.80

EJCDC® C-620 Contractor's Application for Payment © 2013 National Society of Professional Engineers for EJCDC. All rights reserved. Page 2 of 3

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Sar.	ATOGA		Owner's Project No	o.:
Engineer:	Engineering	ASSOCIATES		Engineer's Project	No.: 23420.00
Contracto	or: ROCKY MOUN	TAIN SAND &	GRAVEL	Contractor's Projec	t No.:
Project:	SOUTH RIVER	STREET WATI	ERLINE REPLACE	MENTS	
This 🛛 Pr	reliminary 🗆 Final Cert	tificate of Sul	ostantial Comple	etion applies to:	
	All Work	⊠ The	following specifi	ed portions of the W	ork:
-	All of the Base Bid port Construction, unit price			Seal remains in the (	Contract for Spring/Summer
			October 15, 20	24	
			f Substantial Co		
and Engine thereof des	eer, and found to be subsignated above. The date	tantially comp of Substantia	olete. The Date of Completion in the	Substantial Comple ne final Certificate o	atives of Owner, Contractor, etion of the Work or portion of Substantial Completion es required by the Contract.
and the fail		on such list d	oes not alter the		list may not be all-inclusive, Contractor to complete all
	nts of contractual respons Contractor; see Paragra				product of mutual agreement of
					intenance, heat, utilities, vided in the Contract, except as
Amendme	nts to Owner's Responsil	bilities: ⊠ No	ne 🗆 As follows	:	
•					
Amendme	nts to Contractor's Respo	onsibilities: 🗵	None □ As foll	ows:	
•	Warranties and Guaran	tees.			
The follow	ing documents are attach	ned to and ma	de a part of this C	Certificate:	
	icate does not constitute Contractor's obligation to				Contract Documents, nor is it a ct Documents.
EXECU	JTED BY ENGINEER:		RECEIVED:		RECEIVED:
Ву:	hom	By:		By:	
	(Authorized signature)		Owner (Authorized	d Signature)	Contractor (Authorized Signature)
Title: Pro	oject Manager	Title:		Title	<u> </u>

EJCDC® C-625, Certificate of Substantial Completion.

(EA-02/21)



# **INVOICE**

Town of Saratoga

Invoice Date Oct 10, 2024

Invoice Number INV-2324

Reference material buy back

FEIN xxx-xx-9391 Rocky Mountain Sand & Gravel, LLC PO BOX 22417 CHEYENNE WY 82003 (307) 221-1278

Description	Quantity	Unit Price	Тах	Amount USD
12" Mega Lug	10.00	142.00	None	1,420.00
12" Gasket & Bolts	10.00	60.00	None	600.00
12" x 3/4 bronze saddle	4.00	308.00	None	1,232.00
12" Foster Adapter	2.00	520.00	None	1,040.00
6" Mega Lug	40.00	48.00	None	1,920.00
6" Gasket & Bolts	40.00	43.00	None	1,720.00
6" MJ Sleeve	6.00	169.00	None	1,014.00
6" 45 MJ	3.00	148.00	None	444.00
6" MJ Cap	2.00	85.00	None	170.00
6" x 4" MJ Reducer	1.00	114.00	None	114.00
6" Foster Adapter	1.00	295.00	None	295.00
4" MJ Sleeve	1.00	97.00	None	97.00
4" MJ Cap	1.00	41.00	None	41.00
4" Gasket & Bolts	3.00	31.00	None	93.00
4" x 12" Band Aid	1.00	177.00	None	177.00
Insulate Pads	3.00	48.00	None	144.00
Annodes	7.00	138.00	None	966.00

Description	Quantity	Unit Price	Тах	Amount USD
Meter Pit Lids	8.00	777,00	None	6,216.00
6" Fire Hydrant Extension 1'	1.00	1,120.00	None	1,120.00
6" Fire Hydrant Extension 0.5'	1.00	945.00	None	945.00
			Subtotal	19,768.00
			TOTAL TAX	0.00
	·		TOTAL USD	19,768.00

Due Date: Nov 30, 2024

Invoices due on date listed due at top of invoice. All overdue accounts are subject to a 2% charge.



# **INVOICE**

Town of Saratoga

Invoice Date Sep 27, 2024

Invoice Number INV-2323

Reference Bridge Ave & State St

FEIN xxx-xx-9391 Rocky Mountain Sand & Gravel, LLC PO BOX 22417 CHEYENNE WY 82003 (307) 221-1278

Description	Quantity	Unit Price	Тах	Amount USD
Mob/Demob/Overhead LUMP SUM	1.00	5,000.00	Tax Exempt	5,000.00
Asphalt Removal SY	117.00	13.00	Tax Exempt	1,521.00
12" Crushed Base SY	117.00	41.00	Tax Exempt	4,797.00
Deduct for town-provided millings SY	117.00	(20.00)	Tax Exempt	(2,340.00)
4" Plant Mix Pavement SY	117.00	96.00	Tax Exempt	11,232.00
4" AWWA C900 DR18 PVC Water Main LF	7.00	95.00	Tax Exempt	665.00
DEDUCT FOR OWNER-PROVIDED 4" Water Main LF	7.00	(7.43)	Tax Exempt	(52.01)
6" AWWA C900 DR18 PVC Water Main LF	7.00	102.00	Tax Exempt	714.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 6" Water Main LF	7.00	(12.05)	Tax Exempt	(84.35)
12" AWWA C900 DR18 PVC Water Main LF	7.00	127.00	Tax Exempt	889.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 12" Water Main LF	7.00	(43.35)	Tax Exempt	(303.45)
6" Gate Valve EACH	2.00	4,075.00	Tax Exempt	8,150.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 6" Gate Valve EACH	2.00	(967.00)	Tax Exempt	(1,934.00)
12" Gate Valve EACH	2.00	8,471.00	Tax Exempt	16,942.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 12" Gate Valve EACH	2.00	(3,037.00)	Tax Exempt	(6,074.00)
4" Water Main Connection EACH	1.00	3,195.00	Tax Exempt	3,195.00

Description	Quantity	<b>Unit Price</b>	Тах	Amount USD
DEDUCT FOR OWNER-PROVIDED MATERIAL 4" Water Main Connection EACH	1.00	(153.00)	Tax Exempt	(153.00)
6" Water Main Connection EACH	1.00	4,311.00	Tax Exempt	4,311.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 6" Water Main Connection EACH	1.00	(237.00)	Tax Exempt	(237.00)
12" Water Main Connection EACH	2.00	7,120.00	Tax Exempt	14,240.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 12" Water Main Connection EACH	2.00	(556.00)	Tax Exempt	(1,112.00)
4" - 45 Deg DI Bend EACH	2.00	2,020.00	Tax Exempt	4,040.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 4" - 45 Deg DI Bend EACH	2.00	(148.00)	Tax Exempt	(296.00)
12" Cross EACH	1.00	8,111.00	Tax Exempt	8,111.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 12" Cross EACH	1.00	(1,280.00)	Tax Exempt	(1,280.00)
6" x 4" Reducer EACH	1.00	2,115.00	Tax Exempt	2,115.00
DEDUCT FOR OWNER-PROVIDED MATERIAL 6"x4" Reducer EACH	1.00	(252.00)	Tax Exempt	(252.00)
3/4" DR9 CTS PE Water Service Line LF	9.00	65.00	Tax Exempt	585.00
Water Service - 3/4" Service Connection EACH	2.00	999.00	Tax Exempt	1,998.00
Deduct for 12" Saddle & Corp (\$280), corp (\$69), union (\$27) EACH *note, we supplied and connected 1 service to the 6" on Bridge St	1.00	(367.00)	Tax Exempt	(367.00)
6 <b>" Foster Ada</b> pter EACH	2.00	295.00	Tax Exempt	590.00
12" Foster Adapter EACH	2.00	520.00	Tax Exempt	1,040.00
Deduct 4" Megalug EACH	7.00	(65.00)	Tax Exempt	(455.00)
Deduct 6" Megalug EACH	9.00	(83.00)	Tax Exempt	(747.00)
Deduct 12" Megalug EACH	10.00	(183.00)	Tax Exempt	(1,830.00)
			Subtotal	72,618.19
			TOTAL TAX	0.00
			TOTAL USD	72,618.19

#### Due Date: Nov 1, 2024

Invoices due on date listed due at top of invoice. All overdue accounts are subject to a 2% charge.