

DOUGLAS CITY COUNCIL MEETING

Douglas City Hall, Council Chambers
101 N. 4th Street, Douglas, WY

Monday, December 11 2023
Regular Meeting 5:30 P.M.

Thank you for your cooperation in facilitating the public meeting process!

1. Call To Order, Roll Call And Pledge Of Allegiance

Kim Pexton, Mayor

Ron McNare, Councilperson/Council President

Perry Hershberger, Councilperson

Matt Schmidt, Councilperson

John Bartling, Councilperson

2. Disclosures By City Council Members

3. Approval Of General Agenda (Corrections Or Additions)

4. Public Comment

This section of the Agenda is reserved for comments from the General Public to the City Council on matters relating to Douglas Municipal Government.

Comments must be five (5) minutes or less. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. In order to be heard, please speak clearly and loudly. Please state your name and address for the record.

5. Consent Docket

All agenda items listed under the Consent Docket are considered to be routine items by the governing body and will be enacted upon by one motion unless a request is made to take up an individual item separately, in which case the item will be placed under Council Action Items.

5.I. Minutes

5.I.i. Minutes: City Council Worksession, December 11, 2023

Documents:

[20231211 COUNCIL WORKSESSION MINUTES.PDF](#)

5.I.ii. Minutes: City Council Regular Meeting - December 11, 2023

Documents:

[20231211 COUNCIL MEETING MINUTES.PDF](#)

5.II. Ordinances: 3rd Reading - Consent

5.III. Ordinances: 2nd Reading - Consent

5.III.i. Ordinance No. 1036, An Ordinance Amending Title 15 Of The Douglas Municipal Code By Amending The 2021 Edition Of The International Building Code As Published By The International Code Council And Adopting The 2023 Edition Of The National Electrical Code As Published By The National Fire Protection Association, Second Reading

Documents:

[ORDINANCE 1036 2021 IBC AMENDMENT AND 2023 NEC ADOPTION - FIRST READING.PDF](#)
[20231211 NARRATIVE - ORDINANCE 1036.PDF](#)

5.IV. Bills & Claims

5.IV.i. Warrant Register - December 2023

Documents:

[WARRANT REGISTER DECEMBER 2023.PDF](#)

5.V. Other Consent

6. Presentations

6.I. Introduction Of Deputy HR Manager/Treasurer: Heather Kahler

6.II. Introduction Of Deputy Clerk: Devon Litzsinger

6.III. Introduction Of New Patrol Officer: Steven Miller

7. Public Hearings

8. Council Action Items

8.I. Request For Qualifications: Douglas City Hall Facade

Documents:

[20240108 NARRATIVE - CITY HALL RFQ.PDF](#)

8.II. Bid Acceptance: Washington Park Shelter Replacement

Documents:

[NARRATIVE FORM - WASHINGTON PARK SHELTER.PDF](#)
[K R CONSTRUCTION.PDF](#)
[DELTA WYE INC.PDF](#)
[KNIFE RIVER.PDF](#)

9. Council Information

9.I. Department Report: Public Works

Documents:

[PUBLIC WORKS DEPARTMENT REPORT 01082024.PDF](#)

9.II. Department Report: Police Department

Documents:

[PDDEC23UPDATE.PDF](#)

9.III. Department Report: Community Development Department

Documents:

[COMMUNITY DEVELOPMENT DEPARTMENT REPORT 20240108 \(FOR DEC 2023\).PDF](#)

9.IV. Treasurer's Report: November 2023

Documents:

[TREASURERS REPORT - NOVEMBER 2023.PDF](#)

9.V. Financial Report: November 2023

9.VI. CLG Report

Documents:

[DOUGLAS CLG 2023 ANNUAL REPORT WITH SIGNATURES.PDF](#)

10. City Manager's Report

11. Good People Doing Good Things

12. Community Updates

12.I. Event Calendar

13. Executive Session

14. Adjourn

City Council Work Session Minutes
December 11, 2023

A Work Session of the Douglas City Council was held on December 11, 2023, at 4:00 p.m. in the upstairs conference room at City Hall, 101 N. 4th Street, Douglas, Wyoming.

Councilmembers Present: Mayor Kim Pexton, Councilperson Ron McNare, Councilperson Perry Hershberger, Councilperson Matt Schmidt, and Councilperson John Bartling.

Others Present: JD Cox, City Administrator; Mike Armstong, City Attorney; Clara Chaffin, Community Development Director; John Harbarger, Public Works Director; Todd Byerly, Chief of Police; Mary Nicol, Administrative Services Director/Treasurer; Kristen Shaw, Liaison, and Brandon Frye, Supervisor.

Discussion Items:

Council Retreat scheduling. Pearsson Street speed limit signage. Legislative priorities. Pool discussion. Strategic Doing Kick Off Press Release. Agenda Review.

No Action was taken. Work session was adjourned at approximately 5:09 p.m.

Mary Nicol, Deputy City Clerk

City Council Regular Meeting Minutes
December 11, 2023

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL: Mayor Pexton called the meeting to order at approximately 5:30 p.m. Roll call was taken with the following City Council members present: Mayor Kim Pexton, Councilperson Ron McNare; Councilperson Perry Hershberger; Councilperson Matt Schmidt; and Councilperson John Bartling. Garrett Kittelson led the assembly in the Pledge of Allegiance.

Also present: Mike Armstrong, City Attorney; Todd Byerly, Police Chief; Clara Chaffin, Community Development Director; John Harbarger; Public Works Director; Mary Nicol, Administrative Services Director/Treasurer; Kristen Shaw; Liaison.

Disclosures by City Council Members: None.

General Agenda (Corrections/Additions): Councilperson McNare moved to approve the general agenda as presented. Councilperson Schmidt seconded. Motion carried 5-0.

Public Comments: Bill Tibbs addressed Council with information regarding geothermal heating systems.

Consent Docket: Minutes: City Council Work Session: November 27, 2023, City Council Meeting: November 27, 2023. Warrant Register: November 2023. Councilperson Bartling moved to approve the Consent Docket as presented. Councilperson Hershberger seconded. Motion carried 5-0.

Public Hearing:

Resolution No. 2023-45, a Changing of the Zoning of Riverview Addition, Block 2, Lot 8 from R-2 Medium Density Residential Zone to R-4 Mixed Residential Zone. Mayor Pexton opened the public hearing at 5:41 p.m. Staff report was included in the packet. No public comments. Public hearing closed at 5:42. Councilperson Hershberger moved to approve Resolution No. 2023-45 as presented. Councilperson Schmidt seconded. Motion carried 5-0.

Resolution No. 2023-46, a Resolution Authorizing First Northern Bank to Proceed with a Type B Development for Construction of a Bank in a B-1 Local Business Zone at 800 South Fourth Street (Original Town of Douglas, Lot 15, Block 63). Mayor Pexton opened the public hearing at 5:42 p.m. Staff report was included in the packet. No public comments. Public hearing closed at 5:43. Councilperson Bartling moved to approve Resolution No. 2023-46 as presented. Councilperson McNare seconded. Motion carried 5-0.

Council Action Items:

Ordinance No. 1036, An Ordinance Amending Title 15 of the Douglas Municipal Code by Amending the 2021 Edition of the International Building Code as Published by the International Code Council and Adopting the 2023 Edition of the National Electrical Code as Published by the National Fire Protection Association. Councilperson Schmidt moved to approve Ordinance No. 1036 as presented on its first reading. Councilperson Hershberger seconded. Motion carried 5-0

Bid Award – Teton Way: Director Harbarger provided a brief overview. Councilperson McNare moved to accept the bid from Ramshorn Construction in the amount of \$879,905 for the Teton Way improvements

project; authorize the usage of \$650,000 from contingency account number 57-5570-9000 and further authorize the City Manager to sign all associated documents. Councilperson Schmidt seconded. Motion carried 5-0.

Proposal acceptance – Water Park: Director Harbarger provided an overview. Councilperson Hershberger moved to accept the proposal from Progressive Commercial Aquatics in the amount of \$13,400.00 for the water park assessment and preliminary design and further authorize the City Manager to sign all associated documents. Councilperson Bartling seconded. Motion carried 5-0.

Proposal acceptance – Tree Trimming: Director Harbarger provided an overview. Councilperson Schmidt moved to accept the proposal the proposal from Wildwood Tree Service in the amount of \$37,000.00 for tree trimming and further authorize the City Manager to sign all associated documents. Councilperson Hershberger seconded. Motion carried 5-0.

Approve change order #1 – Parking Lot Reconstruction: Director Harbarger provided an overview. Councilperson Bartling moved to accept change order number 1 for a decrease in the amount of \$63,006.35 for the parking lot reconstruction project. Councilperson Schmidt seconded. Motion carried 5-0.

Appointment to Municipal Joint Powers Board: Director Nicol provided an overview. Councilperson Hershberger moved to appoint Matt Schmidt and Kim Pexton to the Municipal Joint Powers Board. Councilperson McNare seconded. Motion carried 5-0.

Appointment to Wyoming Community Gas Board: Director Nicol provided an overview. Councilperson McNare moved to appoint Perry Hershberger and Mary Nicol to the Wyoming Community Gas Board. Councilperson Schmidt seconded. Motion carried 5-0.

Appointment to Converse County Joint Justice Center Board: Director Nicol provided an overview. Councilperson Bartling moved to reappoint Ron McNare to the Converse County Joint Justice Center Board. Councilperson Schmidt seconded. Motion carried 5-0.

Council Information:

Department Reports: Community Development, Police, Public Works. Planning and Zoning Commission Board Minutes: November 28, 2023.

City Manager's Report:

City Manager Cox provided an update on multiple recent and current items.

Good People Doing Good Things:

Mayor Pexton recognized Macey Moore for her assistance in City projects.

Mayor Pexton recognized Kelley Jestes for her work on the holiday parade; Jen Goodwin and the Enterprise for their work on mingle and jingle and tree lighting events and the entire City staff for the lights, decorations, and assistance for the events.

Councilperson Hershberger recognized Craig Corley at Riverside Plaza for going above and beyond helping the residents.

Community Updates:

Liaison Shaw provided an overview of upcoming events.

Adjourn: Councilperson Hershberger moved to adjourn into executive session for the purpose of considering the appointment, employment, right to practice, dismissal, complaints or charges against a public officer, professional person or employee, in accordance with W.S. §16-4-405 (a)(ii). Councilperson McNare seconded. Motion carried 5-0. Meeting adjourned at approximately 6:03 p.m.

Kim Pexton, Mayor

ATTEST:

Mary Nicol, Deputy City Clerk
Published: December 20, 2023

ORDINANCE NO. 1036

AN ORDINANCE AMENDING TITLE 15 OF THE DOUGLAS MUNICIPAL CODE BY AMENDING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL AND ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING:

- Section 1.** Division 1 of Title 15 of the Douglas Municipal Code is hereby modified as set forth below. Chapter 15.10 of the Douglas Municipal Code is hereby modified by amending Section 15.10.220 and creating Section 15.10.230. Chapter 15.17 of the Douglas Municipal Code is hereby modified by amending Section 15.17.020.
- Section 2.** The existing Section 15.10.220 shall be renumbered as 15.10.230.
- Section 3.** Section 15.10.220 of the Douglas Municipal Code is hereby created as follows:
15.10.220 Chapter 35 – Referenced Standards.
ICC A117.1, Accessible and Usable Buildings and Facilities is amended to read 2009 edition.
- Section 4.** Section 15.17.020 of the Douglas Municipal Code is hereby amended as follows:
15.17.020 Adoption
Amend 2020 to read 2023. The remainder of this section shall be the same.
- Section 5.** This ordinance shall become effective upon publication.

PASSED AND APPROVED ON FIRST READING this ____ day of _____, 2023.

PASSED AND APPROVED ON SECOND READING this ____ day of _____, 2024.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING ____ day of _____, 2024.

Kim Pexton, Mayor

Attest:

Mary Nicol, Deputy City Clerk

Published: _____

ATTESTATION

I, Mary Nicol, the Deputy Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Mary Nicol, Deputy Clerk

Item

ORDINANCE NO. 1036: An Ordinance Amending Title 15 of the Douglas Municipal Code by Amending the 2021 Edition of the International Building Code as Published by the International Code Council and Adopting the 2023 Edition of the National Electrical Code as Published by the National Fire Protection Association

Responsible Staff Contact

Clara Chaffin
Steve McBride

Recommendation

Recommendation adopting Ordinance No. 1036 on first reading as presented.

Executive Summary

The amendment to the 2021 Edition of the International Building Code is regarding accessibility. The requirements presented were much more extensive than what is in the National ADA Law. The requirements were evidently promoted by some manufacturers who wanted developers to use their equipment. This has been rectified and the amendment will bring the requirements back to a reasonable standard and what had been required previously.

The City is currently using the 2020 National Electrical Code (NEC). The NEC is also on a 3-year cycle like the International Code Council; however, the NEC is on different years. The State has already adopted the 2023 NEC, and, by State Statute, the City is required to adopt within six months of the State adopting.

Alignment to Strategic Doing (SD) and/or Other Plans

<u>SD24 Outcome</u>	n/a
<u>SD24 Strategy</u>	n/a
<u>SD24 KPI</u>	n/a
<u>2014 Master Plan</u>	n/a
<u>2015 Downtown Master Plan</u>	n/a

Budget/Fiscal Impact

<u>Fund/Department</u>	General Fund – Non-Departmental
<u>Project/Line Item(s)</u>	Publishing/Advertising
<u>Budgeted Amount</u>	\$41,200
<u>Anticipated Amount</u>	\$100

Action Requested/Recommended Motion

Move to approve Ordinance No. 1036 on first reading as presented.



Agenda Item Report City Council – December 11, 2023

Reviewed/Approved

- ☒ Community Development
- ☒ Law Enforcement
- ☒ City Manager

- ☒ Public Works
- ☐ Legal
- ☐ Finance

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
307 SIGNS AND MORE				
1215	PROJECT SITE SIGNAGE	06/21/23	28.00	10-5106-3210
1511	SQUARE LIGHTING BANNER	11/30/23	144.00	10-5100-3210
1522	VINYL STICKERS	12/07/23	49.00	10-5305-3210
1522	VINYL STICKERS	12/07/23	172.00	10-5305-3210
Total 307 SIGNS AND MORE:			393.00	
AFLAC				
121523	Payroll Deduction	12/15/23	537.56	10-20000225
Total AFLAC:			537.56	
ALCOHOL & DRUG TESTING SERV				
44558	PROFESSIONAL SERVICES	10/31/23	40.00	10-5100-2158
44558	PROFESSIONAL SERVICES	10/31/23	75.00	10-5100-2158
Total ALCOHOL & DRUG TESTING SERV:			115.00	
ALLIANCE FOR HISTORIC WYOMING				
122723	MEMBERSHIP	12/27/23	100.00	10-5106-2120
Total ALLIANCE FOR HISTORIC WYOMING:			100.00	
AMERICAN COLLECTION SYSTEMS				
16910	COLLECTION FEES	10/31/23	213.99	31-5400-2166
Total AMERICAN COLLECTION SYSTEMS:			213.99	
AMERICAN PUBLIC WORKS ASSOC				
258333	MEMBERSHIP	01/02/24	229.00	10-5301-2120
258333	CHAPTER DUES	01/02/24	10.00	10-5301-2120
Total AMERICAN PUBLIC WORKS ASSOC:			239.00	
AT & T				
122823	CELLULAR PHONE SERVICE	12/28/23	16.06	31-5401-2134
122823	CELLULAR PHONE SERVICE	12/28/23	16.06	32-5501-2134
122823	CELLULAR PHONE SERVICE	12/28/23	17.25	31-5403-2134
Total AT & T:			49.37	
BAUM, OLIVE				
120723	TREE REMOVAL REIMBURSEMENT	12/07/23	900.00	10-5304-2158
Total BAUM, OLIVE:			900.00	
BCN TELECOM INC				
23645407	PHONE SERVICE	12/01/23	81.71	10-5100-2134
23645407	PHONE SERVICE	12/01/23	4.10	10-5306-2134
Total BCN TELECOM INC:			85.81	
BISON PUMP & SUPPLY				
585098	HOSE	12/21/23	95.64	34-5340-3210
585098	FITTING	12/21/23	22.96	34-5340-3210
585098	FITTING	12/21/23	48.10	34-5340-3210
585098	HOSE ASSEMBLY	12/21/23	9.50	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total BISON PUMP & SUPPLY:			176.20	
BLACK HILLS ENERGY				
121323	GAS SERVICE	12/13/23	487.49	10-5100-2133
121323	GAS SERVICE	12/13/23	1,807.69	10-5301-2133
121323	GAS SERVICE	12/13/23	248.46	10-5306-2133
121323	GAS SERVICE	12/13/23	1,014.43	31-5401-2133
121323	GAS SERVICE	12/13/23	254.66	31-5402-2133
121323	GAS SERVICE	12/13/23	386.32	32-5502-2133
121323	GAS SERVICE	12/13/23	600.36	34-5340-2133
121323	GAS SERVICE	12/13/23	34.03	10-5304-2133
Total BLACK HILLS ENERGY:			4,833.44	
BLOEDORN LUMBER - DOUGLAS				
7874287	WINDOW DOOR FLASH	10/25/23	29.99	31-5401-3210
7874287	SCREWS	10/25/23	8.00	31-5401-3210
7874287	SCREWS	10/25/23	4.00	31-5401-3210
7874287	SCREWS	10/25/23	11.25	31-5401-3210
7911044	STUFF GAP & CRACK	11/15/23	25.98	31-5401-3210
7911584	CONCRETE SEALANT	11/15/23	37.96	31-5401-3210
7911584	CAULKING GUN	11/15/23	22.99	31-5401-3210
7933744	STORAGE BOX	11/30/23	21.98	10-5304-3210
7938378	HARDWARE	12/04/23	15.16	10-5305-3210
7938575	FOIL TAPE	12/04/23	6.99	10-5305-3210
7943076	BULB	12/06/23	35.99	10-5304-3210
7943291	BOLT	12/06/23	6.99	10-5304-3210
7943405	HOSE BARB	12/06/23	3.79	10-5305-3210
7949728	THERMOSTAT	12/11/23	59.99	31-5402-3210
7949735	CEMENT	12/11/23	54.99	10-5305-3210
7950534	GUTTER	12/11/23	37.98	10-5305-3210
7950534	DROP OUTLET	12/11/23	9.49	10-5305-3210
7950534	END CAP	12/11/23	8.98	10-5305-3210
7950534	ELBOW	12/11/23	14.98	10-5305-3210
7950534	DOWNSPOUT BRACKET	12/11/23	6.98	10-5305-3210
7953388	DOOR SWEEP	12/13/23	19.99	10-5304-3210
7953388	SEALANT	12/13/23	14.98	10-5304-3210
7955201	SCRUB DADDY	12/14/23	4.29	10-5304-3210
7955201	CLEANER	12/14/23	6.49	10-5304-3210
7965086	THREADLOCKER	12/20/23	9.99	34-5340-3210
7965086	BOLTS	12/20/23	1.79	34-5340-3210
7967662	SCREWS	12/22/23	11.70	10-5304-3210
79680230	FLOOR SQUEEGEE	12/14/23	29.99	10-5302-3210
79680230	PUSH BROOM	12/14/23	24.99	10-5302-3210
79680230	HANDLE	12/14/23	10.99	10-5302-3210
79680230	NOZZLE	12/14/23	32.99	10-5302-3210
Total BLOEDORN LUMBER - DOUGLAS:			592.65	
BOMGAARS				
242906	DETERGENT	11/14/23	11.99	32-5501-3210
245187	PAPER TOWELS	11/22/23	15.99	32-5501-3210
245187	PAPER TOWELS	11/22/23	15.99	32-5501-3210
245187	PAPER TOWELS	11/22/23	15.99	32-5501-3210
249679	CABLE TIES	12/08/23	6.99	10-5304-3210
249679	CABLE TIES	12/08/23	10.99	10-5304-3210
250650	SECURITY BIT SET	12/11/23	17.99	10-5304-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
250876	HANDLE	12/12/23	24.99	10-5304-3210
253962	QUICK LINK	12/22/23	3.18	10-5304-3210
Total BOMGAARS:			124.10	
BUSINESS CENTER				
8495	NOTARY STAMP	12/26/23	68.25	10-5301-3210
8495	NOTARY JOURNAL	12/26/23	17.88	10-5301-3210
Total BUSINESS CENTER:			86.13	
CALIFORNIA STATE DISBURSEMENT UNIT				
120123	PAYROLL DEDUCTION	12/01/23	542.31	10-20000226
121523	PAYROLL DEDUCTION	12/15/23	542.31	10-20000226
122923	PAYROLL DEDUCTION	12/29/23	542.31	10-20000226
Total CALIFORNIA STATE DISBURSEMENT UNIT:			1,626.93	
CANDO - DBA THE ENTERPRISE				
0924	FUNDING ALLOCATION AGREEMENT	09/27/23	21,249.99	10-5110-8714
1124-ON	FUNDING ALLOCATION AGREEMENT	12/07/23	7,083.33	10-5110-8714
1124-ON	FUNDING ALLOCATION AGREEMENT	12/07/23	7,083.33	10-5110-8714
Total CANDO - DBA THE ENTERPRISE:			35,416.65	
CAPITOL BUSINESS SYSTEMS INC				
1347938	MAINTENANCE AGREEMENT-PLOTTER	12/18/23	58.00	10-5106-2156
Total CAPITOL BUSINESS SYSTEMS INC:			58.00	
CASPIO, LANEY				
113023	TREE REMOVAL REIMBURSEMENT	11/30/23	750.00	10-5304-2158
Total CASPIO, LANEY:			750.00	
CAYA CONSTRUCTION				
1849	TREE LIGHT REMOVAL	11/30/23	550.00	10-5304-2155
Total CAYA CONSTRUCTION:			550.00	
CDW-G				
NN15192	KEYBOARDS	12/11/23	1,110.90	10-5103-3220
NN15192	LENOVO THINKBOOKS	12/11/23	1,814.68	10-5103-3220
NN71290	LENOVO THINKPADS	12/12/23	2,254.02	10-5103-3220
Total CDW-G:			5,179.60	
CENTURYLINK				
121123	TELEPHONE SERVICES	12/11/23	50.26	10-5306-2134
122823	TELEPHONE SERVICES	12/28/23	24.78	10-5307-2134
Total CENTURYLINK:			75.04	
CHAPMAN VALDEZ & LANSING				
4399	BOARD OF ADJUSTMENTS ZIP CONFERENCE	11/30/23	16.02	10-5100-2151
Total CHAPMAN VALDEZ & LANSING:			16.02	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
CITY OF CASPER				
620912	LANDFILL FEES	08/21/23	1,615.50	34-5340-2158
622172	LANDFILL FEES	10/17/23	1,866.15	34-5340-2158
622200	LANDFILL FEES	10/18/23	989.10	34-5340-2158
622253	LANDFILL FEES	10/20/23	1,019.25	34-5340-2158
622290	LANDFILL FEES	10/23/23	998.10	34-5340-2158
622323	LANDFILL FEES	10/24/23	1,962.00	34-5340-2158
622346	LANDFILL FEES	10/25/23	871.20	34-5340-2158
622399	LANDFILL FEES	10/27/23	1,076.85	34-5340-2158
622420	LANDFILL FEES	10/30/23	1,667.70	34-5340-2158
622450	LANDFILL FEES	10/31/23	1,585.80	34-5340-2158
622474	LANDFILL FEES	11/01/23	849.15	34-5340-2158
622524	LANDFILL FEES	11/03/23	702.90	34-5340-2158
622553	LANDFILL FEES	11/06/23	1,871.10	34-5340-2158
622590	LANDFILL FEES	11/17/23	1,695.60	34-5340-2158
622615	LANDFILL FEES	11/08/23	871.65	34-5340-2158
622648	LANDFILL FEES	11/09/23	756.90	34-5340-2158
622674	LANDFILL FEES	11/13/23	890.55	34-5340-2158
622700	LANDFILL FEES	11/13/23	836.55	34-5340-2158
622738	LANDFILL FEES	11/14/23	1,856.25	34-5340-2158
622763	LANDFILL FEES	11/15/23	1,985.85	34-5340-2158
622920	LANDFILL FEES	11/22/23	1,607.85	34-5340-2158
622943	LANDFILL FEES	11/27/23	1,464.75	34-5340-2158
622958	LANDFILL FEES	11/27/23	962.55	34-5340-2158
622977	LANDFILL FEES	11/28/23	1,111.50	34-5340-2158
622997	LANDFILL FEES	11/29/23	2,051.55	34-5340-2158
623009	LANDFILL FEES	12/05/23	1,732.50	34-5340-2158
623025	LANDFILL FEES	11/30/23	999.90	34-5340-2158
623044	LANDFILL FEES	12/01/23	923.85	34-5340-2158
623067	LANDFILL FEES	12/04/23	860.40	34-5340-2158
623122	LANDFILL FEES	12/06/23	865.35	34-5340-2158
Total CITY OF CASPER:			38,548.35	
CITY OF DOUGLAS-HLTH INS TRN				
120123	HEALTH INSURANCE TRANSFER	12/01/23	71,435.60	10-10000900
Total CITY OF DOUGLAS-HLTH INS TRN:			71,435.60	
CITY OF DOUGLAS-PETTY CASH				
122923	PETTY CASH REIMBURSEMENT-BUY MONEY	12/29/23	25.00	13-5831-3210
310	REPLENISH PETTY CASH-PLATES	12/11/23	6.00	10-5100-3210
311	REPLENISH PETTY CASH-RECORDING FEES	12/14/23	45.00	10-5100-3210
312	REPLENISH PETTY CASH-PLATES	12/22/23	24.00	10-5100-3210
Total CITY OF DOUGLAS-PETTY CASH:			100.00	
CITY OF DOUGLAS-UTILITY PMNT				
121323	WATER/SEWER/SANITATION	12/13/23	184.29	10-5100-2132
121323	WATER/SEWER/SANITATION	12/13/23	330.01	10-5301-2132
121323	WATER/SEWER/SANITATION	12/13/23	2,071.61	10-5304-2132
121323	WATER/SEWER/SANITATION	12/13/23	702.86	10-5306-2132
121323	WATER/SEWER/SANITATION	12/13/23	288.78	31-5401-2132
121323	WATER/SEWER/SANITATION	12/13/23	2,362.38	31-5402-2132
121323	WATER/SEWER/SANITATION	12/13/23	746.66	32-5501-2132
121323	WATER/SEWER/SANITATION	12/13/23	24.56	32-5502-2132
17463	LANDFILL CHARGES	12/01/23	78,379.50	33-5600-2158
17491	UTILITY SERVICE FEES	12/01/23	35.00	10-5100-2132

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
17491	UTILITY SERVICE FEES	12/01/23	607.50	10-5304-2132
17491	UTILITY SERVICE FEES	12/01/23	35.00	10-5306-2132
17491	UTILITY SERVICE FEES	12/01/23	35.00	31-5401-2132
17491	UTILITY SERVICE FEES	12/01/23	70.00	10-5301-2132
17496	LANDFILL CHARGES	12/07/23	20.00	34-5340-3210
17496	LANDFILL CHARGES	12/07/23	20.00	31-5402-3210
17497	LANDFILL CHARGES	12/07/23	17,226.00	33-5600-2158
17509	LANDFILL CHARGES	12/14/23	15,232.50	33-5600-2158
17518	BULK WATER	12/14/23	9.63	32-5502-3210
17518	BULK WATER	12/14/23	2.47	32-5502-3210
17518	BULK WATER	12/14/23	16.60	32-5502-3210
17518	BULK WATER	12/14/23	14.99	10-5305-3210
17518	BULK WATER	12/14/23	2.74	10-5305-3210
17518	BULK WATER	12/14/23	5.96	10-5305-3210
17518	BULK WATER	12/14/23	18.00	34-5340-3210
17526	LANDFILL CHARGES	12/21/23	14,643.00	33-5600-2158
Total CITY OF DOUGLAS-UTILITY PMNT:			133,085.04	
CIVIC PLUS LLC				
272242	WEBSITE HOSTING SUPPORT	09/01/23	9,925.13	10-5100-2158
Total CIVIC PLUS LLC:			9,925.13	
CIVIL ENGINEERING PROFESSIONAL				
22-100-12	ENGINEERING-FIRST NORTHERN BANK REVIEW	11/29/23	390.00	10-5106-2153
Total CIVIL ENGINEERING PROFESSIONAL:			390.00	
COMTRONIX				
4099574	ALARM MONITORING	12/01/23	105.00	10-5100-2156
Total COMTRONIX:			105.00	
CONVERSE COUNTY BANK				
120523	INVEST FUNDS	12/05/23	10,000,000.00	10-10000122
120523	INVEST FUNDS	12/05/23	5,000,000.00	56-10000122
120523	INVEST FUNDS	12/05/23	4,500,000.00	31-10000122
120523	INVEST FUNDS	12/05/23	250,000.00	33-10000122
120523	INVEST FUNDS	12/05/23	250,000.00	34-10000122
Total CONVERSE COUNTY BANK:			20,000,000.00	
CONVERSE HOPE CENTER				
122723-JASON	FUNDING ALLOCATION AGREEMENT	12/27/23	1,666.67	10-5110-8759
122723-JASON	FUNDING ALLOCATION AGREEMENT	12/27/23	1,666.67	10-5110-8759
122723-JASON	FUNDING ALLOCATION AGREEMENT	12/27/23	1,666.67	10-5110-8759
122723-JASON	FUNDING ALLOCATION AGREEMENT	12/27/23	1,610.33	10-5110-8759
Total CONVERSE HOPE CENTER:			6,610.34	
COOPERS ARENA LLC				
1216-23	CATERING-DPD CHRISTMAS PARTY	10/27/23	396.00	10-20000213
Total COOPERS ARENA LLC:			396.00	
COY, DEBRA J				
122723	JANITORIAL SERVICES	12/27/23	2,200.00	10-5100-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total COY, DEBRA J:			2,200.00	
DANA KEPNER COMPANY OF WY				
2235793-01	FLARE ADAPTER	09/15/23	357.50	31-5402-3210
2235793-01	COUPLING	09/15/23	267.50	31-5402-3210
2236848-00	CURB BOX RECEPTACLES	09/15/23	380.00	31-5402-3210
2236848-00	PIPE	09/15/23	205.00	31-5402-3210
2236848-00	PIPE	09/15/23	176.40	31-5402-3210
2236848-00	PIPE	09/15/23	171.25	31-5402-3210
2236848-00	REPAIR CLAMP	09/15/23	400.65	31-5402-3210
Total DANA KEPNER COMPANY OF WY:			1,958.30	
DEMSEY, FILLIGER & ASSOCIATES LLC				
202312111033	ACTUARIAL REPORT	12/11/23	3,500.00	10-5100-2152
202312111033-1	GASB 75	12/11/23	750.00	10-5100-2152
Total DEMSEY, FILLIGER & ASSOCIATES LLC:			4,250.00	
DOUGLAS BROADCASTING INC				
33619	AD-HAPPY THANKSGIVING	12/01/23	360.00	10-5100-2115
Total DOUGLAS BROADCASTING INC:			360.00	
DOUGLAS BUDGET				
301436475	MINUTES	11/01/23	252.00	10-5100-2115
301436476	REQUEST QUALIFICATIONS	11/01/23	98.00	10-5100-2115
301436573	BID-DOWNTOWN ALLEYS	11/08/23	168.00	10-5100-2115
301436574	BID-TETON WAY	11/08/23	140.00	10-5100-2115
301436575	PUBLIC NOTICE	11/08/23	70.00	10-5100-2115
301436640	REQUEST QUALIFICATIONS	11/08/23	98.00	10-5100-2115
301436722	BID-TETON WAY	11/15/23	140.00	10-5100-2115
301436730	BID-DOWNTOWN ALLEYS	11/05/23	168.00	10-5100-2115
301436766	ORDINANCE	11/22/23	938.00	10-5100-2115
301436767	BID-MINOR PARK PROJECTS	11/22/23	112.00	10-5100-2115
301436768	MINUTES	11/22/23	280.00	10-5100-2115
301436775	WARRANT REGISTER	11/22/23	322.00	10-5100-2115
301436827	BID-DOWNTOWN ALLEYS	11/22/23	168.00	10-5100-2115
301436828	BID-TETON WAY	11/22/23	140.00	10-5100-2115
301436889	BID-MINOR PARK PROJECTS	11/29/23	112.00	10-5100-2115
Total DOUGLAS BUDGET:			3,206.00	
DOUGLAS COMMUNITY CLUB				
112523-NOV	FUNDING ALLOCATION AGREEMENT	11/25/23	5,000.00	10-5110-8702
Total DOUGLAS COMMUNITY CLUB:			5,000.00	
DOUGLAS FIRE DEPARTMENT				
1	CPR/FIRST AID TRAINING	12/10/23	600.00	10-5100-2122
Total DOUGLAS FIRE DEPARTMENT:			600.00	
DOUGLAS FR & EMBROIDERY				
110923	SAFETY VEST	11/09/23	69.75	34-5340-3210
110923	EMBROIDERY	11/09/23	62.50	34-5340-3210
121523	PORT AUTHORITY JACKET	12/15/23	41.95	10-5100-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
121523	EMBROIDERY	12/15/23	12.50	10-5100-3210
Total DOUGLAS FR & EMBROIDERY:			186.70	
DOUGLAS HARDWARE HANK LLC				
356122	KRUD KUTTER	11/03/23	19.99	32-5501-3210
356122	KRUD KUTTER	11/03/23	19.99	32-5501-3210
356258	HAND SANITIZER	11/08/23	3.99	31-5401-3210
356258	FOAM FILL	11/08/23	4.99	31-5401-3210
356258	FOAM FILL	11/08/23	4.99	31-5401-3210
356258	BUNGEE CORD	11/08/23	19.96	31-5401-3210
356571	UTILITY TOWELS	11/20/23	18.99	31-5401-3210
356571	ARMOR ALL	11/20/23	9.99	31-5401-3210
356571	ORGANIZER SET	11/20/23	24.99	31-5401-3210
356646	RUBBING ALCOHOL	11/22/23	47.88	31-5401-3210
356893	RAIN ROOF CAP	12/04/23	31.98	10-5305-3210
356894	HAMMER BIT	12/04/23	16.99	31-5402-3210
356894	ANCHOR BOLTS	12/04/23	3.16	31-5402-3210
356904	RETURN-ROOF RAIN CAP	12/04/23	15.99	10-5305-3210
356904	RAIN CAP	12/04/23	36.99	10-5305-3210
356911	THERMOSTAT	12/04/23	48.99	31-5402-3210
356963	SAW BLADES	12/06/23	19.99	10-5305-3210
356986	PADLOCK	12/06/23	25.99	10-5305-3210
357018	BRODDER LAMP	12/08/23	17.99	32-5501-3210
357026	HOSE BARB	12/08/23	19.96	10-5305-3210
357026	FASTENERS	12/08/23	10.49	10-5305-3210
357026	MASONRY NAIL	12/08/23	8.59	10-5305-3210
357088	EXTENSION CORDS	12/12/23	19.98	10-5106-3210
357088	EXTENSION CORD	12/12/23	8.59	10-5106-3210
357088	EXTENSION CORD	12/12/23	8.59	10-5106-3210
357088	EXTENSION CORD	12/12/23	7.59	10-5106-3210
357100	WD40	12/12/23	8.99	10-5305-3210
357101	SANDING DISC	12/12/23	4.99	10-5304-3210
357101	PAINT BRUSHES	12/12/23	3.58	10-5304-3210
357101	STAIN	12/12/23	59.99	10-5304-3210
357110	PAINT	12/13/23	9.99	10-5304-3210
357110	PAINT	12/13/23	9.59	10-5304-3210
357144	FILING CABINET LOCK	12/14/23	8.99	10-5100-3210
357146	ADJUSTABLE WRENCH	12/14/23	28.99	32-5501-3210
357159	POLY FILM	12/14/23	18.99	10-5202-3210
357229	LEVEL	12/18/23	37.99	10-5305-3220
357229	JIGSAW	12/18/23	119.99	10-5305-3220
357264	SPLICE BUTT	12/19/23	6.59	10-5304-3210
357274	FASTENERS	12/19/23	3.80	32-5501-3210
357274	FASTENERS	12/19/23	6.50	32-5501-3210
357274	BARREL BOLT	12/19/23	13.99	32-5501-3210
357274	BARREL BOLT	12/19/23	9.99	32-5501-3210
357274	BARREL BOLT	12/19/23	13.99	32-5501-3210
357321	PAINT BRUSH	12/22/23	9.59	32-5501-3210
357321	PAINT	12/22/23	17.99	32-5501-3210
357321	SPRAY PAINT	12/22/23	7.99	32-5501-3210
357321	SPRAY PAINT	12/22/23	7.99	32-5501-3210
357321	SPRAY PAINT	12/22/23	7.99	32-5501-3210
357321	FASTENERS	12/22/23	.11	32-5501-3210
357321	FASTENERS	12/22/23	.30	32-5501-3210
357321	BOLT	12/22/23	1.59	32-5501-3210
357416	SCREWDRIVER SET	12/28/23	29.99	32-5502-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total DOUGLAS HARDWARE HANK LLC:			896.12	
FIRE SUPPRESSION AUTHORITY				
121123	INSURANCE CLAIM REIMBURSEMENT	12/11/23	5,000.00	10-5100-2155
Total FIRE SUPPRESSION AUTHORITY:			5,000.00	
FIRST AMERICAN TRUST				
121123	PROPERTY PURCHASE	12/11/23	55,209.26	57-5570-9000
Total FIRST AMERICAN TRUST:			55,209.26	
FIRST NORTHERN BANK				
120523	INVEST FUNDS	12/05/23	2,000,000.00	56-10000122
120523	INVEST FUNDS	12/05/23	2,000,000.00	57-10000122
120523	INVEST FUNDS	12/05/23	1,000,000.00	65-10000122
Total FIRST NORTHERN BANK:			5,000,000.00	
FLOYD'S TRUCK CENTER WY				
X302064336:01	LOCK CUSHION	12/04/23	33.15	34-5340-3210
X302064336:01	PIVOT PIN	12/04/23	8.47	34-5340-3210
X302064336:01	LOCK HANDLE	12/04/23	238.77	34-5340-3210
X302064336:01	LOCKING JAW	12/04/23	121.55	34-5340-3210
Total FLOYD'S TRUCK CENTER WY:			401.94	
FORSGREN ASSOCIATES INC				
2311475	CONSULTANT SERVICES-WATER SOURCE	12/07/23	4,119.82	10-5100-2158
Total FORSGREN ASSOCIATES INC:			4,119.82	
FREEDOM MAILING SERVICE				
46748	UTILITY BILLING MAILING SERVICE	12/06/23	664.32	31-5400-2158
46748	UTILITY BILLING MAILING SERVICE	12/06/23	429.04	32-5500-2158
46748	UTILITY BILLING MAILING SERVICE	12/06/23	290.64	33-5600-2158
Total FREEDOM MAILING SERVICE:			1,384.00	
GATHERING INC				
2	FUNDING ALLOCATION AGREEMENT	12/27/23	1,937.38	10-5110-8730
Total GATHERING INC:			1,937.38	
GOODYEAR TIRE & RUBBER CO				
177-1056239	TIRES	12/15/23	688.68	10-5106-3210
177-1056239	TIRES	12/15/23	639.12	10-5202-3210
177-1056239	TIRES	12/15/23	680.08	10-5202-3210
177-1056239	FUEL SURCHARGE	12/15/23	7.02	10-5106-3210
177-1056239	FUEL SURCHARGE	12/15/23	14.05	10-5202-3210
Total GOODYEAR TIRE & RUBBER CO:			2,028.95	
GOVERNMENT FINANCE OFF ASSOC				
2423001	MEMBERSHIP RENEWAL	11/30/23	170.00	10-5102-2120

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total GOVERNMENT FINANCE OFF ASSOC:			170.00	
GRANITE TELECOMMUNICATIONS				
627451244	TELEPHONE SERVICES	12/01/23	160.69	10-5100-2134
627451244	TELEPHONE SERVICES	12/01/23	77.98	10-5301-2134
627451244	TELEPHONE SERVICES	12/01/23	155.80	32-5501-2134
Total GRANITE TELECOMMUNICATIONS:			394.47	
HACH COMPANY				
13846848	MEMBRANE REPLACEMENT KIT	12/12/23	248.00	31-5401-3210
13846848	REAGENT SET	12/12/23	450.00	31-5401-3210
13846848	ORP STANDARD SOLUTION	12/12/23	81.39	31-5401-3210
13846848	SHIPPING	12/12/23	16.00	31-5401-3210
Total HACH COMPANY:			795.39	
HARDEE, JIM				
121523	TREE REMOVAL REIMBURSEMENT	12/15/23	975.00	10-5304-2158
121523	TREE REMOVAL REIMBURSEMENT	12/15/23	1,000.00	10-5304-2158
Total HARDEE, JIM:			1,975.00	
HAWKINS INC				
6602782	CYLINDERS	10/15/23	290.00	31-5401-3210
6613333	CHLORINE/SULFUR DIOXIDE CYLINDERS	10/26/23	1,202.99	32-5501-3210
6625347	CYLINDERS	11/15/23	300.00	31-5401-3210
6653250	CHLORINE CYLINDER	12/21/23	333.26	31-5401-3210
6653250	FREIGHT/FUEL	12/21/23	31.00	31-5401-3210
6653250	CHLORINE CYLINDER	12/21/23	1,333.02	32-5501-3210
6653250	SULFUR DIOXIDE CYLINDER	12/21/23	472.98	32-5501-3210
6653250	FREIGHT/FUEL	12/21/23	30.00	32-5501-3210
Total HAWKINS INC:			3,993.25	
HOMAX OIL SALES INC				
0656625-IN	DIESEL	12/21/23	1,343.61	34-5340-3235
0656625-IN	ADDITIVE	12/21/23	15.50	34-5340-3235
0656725-IN	ENGINE OIL	12/22/23	747.45	10-5302-3237
0656725-IN	DRUM DEPOSIT	12/22/23	25.00	10-5302-3237
0656725-IN	DRUM CREDIT	12/22/23	20.00	10-5302-3237
CL24196	FUEL	11/30/23	178.72	10-5100-3235
CL24196	FUEL	11/30/23	91.22	10-5106-3235
CL24196	FUEL	11/30/23	132.78	10-5201-3235
CL24196	FUEL	11/30/23	2,222.28	10-5202-3235
CL24196	FUEL	11/30/23	114.28	10-5302-3235
CL24196	FUEL	11/30/23	634.33	10-5304-3235
CL24196	FUEL	11/30/23	2,031.92	10-5305-3235
CL24196	FUEL	11/30/23	209.71	10-5306-3235
CL24196	FUEL	11/30/23	136.44	31-5401-3235
CL24196	FUEL	11/30/23	423.79	31-5402-3235
CL24196	FUEL	11/30/23	107.40	31-5403-3235
CL24196	FUEL	11/30/23	136.43	32-5501-3235
CL24196	FUEL	11/30/23	423.74	32-5502-3235
CL24196	FUEL	11/30/23	1,952.00	33-5600-3235
CL24196	FUEL	11/30/23	126.82	34-5340-3235
CL24196	FUEL	11/30/23	111.44	10-5301-3235

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total HOMAX OIL SALES INC:			11,144.86	
HONNEN EQUIPMENT CO				
1539501	SEALING WASHER	12/04/23	12.48	10-5305-3210
1539671	FUEL LINE ASSEMBLY	12/05/23	116.47	10-5305-3210
1539671	SHIPPING	12/05/23	59.94	10-5305-3210
Total HONNEN EQUIPMENT CO:			188.89	
INTERNAL REVENUE SERVICE				
120123	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/01/23	16,219.62	10-20000222
120123	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/01/23	22,628.70	10-20000223
120123	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/01/23	5,292.20	10-20000223
121523	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/15/23	15,794.85	10-20000222
121523	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/15/23	21,931.66	10-20000223
121523	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/15/23	5,129.18	10-20000223
122923	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/29/23	16,945.25	10-20000222
122923	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/29/23	22,573.09	10-20000223
122923	PAYROLL DEDUCTION-941 TAX DEPOSIT	12/29/23	5,279.19	10-20000223
Total INTERNAL REVENUE SERVICE:			131,793.74	
JERRYS WELDING SERVICE				
28870	ROUND COLD ROLL	11/03/23	6.03	10-5304-3210
28870	ROUND COLD ROLL	11/03/23	6.40	10-5304-3210
28870	STRIP	11/03/23	6.79	10-5304-3210
28870	CUTTING	11/03/23	27.00	10-5304-3210
28870	STRIP	11/03/23	3.08	10-5304-3210
28870	CUTTING	11/03/23	12.00	10-5304-3210
28870	PLATE	11/03/23	11.05	10-5305-3210
28870	CUTTING	11/03/23	8.00	10-5305-3210
29146	BOLT	12/12/23	29.00	10-5305-3210
29146	NYLOCKS	12/12/23	12.12	10-5305-3210
29146	5TH WHEEL PULLER REPAIR	12/12/23	39.00	34-5340-3210
29146	GAUGE PLATE	12/12/23	77.92	10-5202-3210
29146	CUT & BEND PLATE	12/12/23	117.00	10-5202-3210
29146	TUBE	12/12/23	93.21	10-5305-3210
29146	WELDING	12/12/23	624.00	10-5305-3210
Total JERRYS WELDING SERVICE:			1,072.60	
KASPAR AIR SOLUTIONS LLC				
23094	CONTROL BOARD REPAIR	11/30/23	520.00	31-5402-2155
Total KASPAR AIR SOLUTIONS LLC:			520.00	
KOIS EQUIPMENT CO				
57433	ROLLOUTS	11/06/23	4,807.69	33-5600-3220
57433	FREIGHT	11/06/23	2,538.46	33-5600-3220
Total KOIS EQUIPMENT CO:			7,346.15	
LACAL EQUIPMENT COMPANY				
0403028-IN	BLADES	12/12/23	1,634.85	10-5305-3210
Total LACAL EQUIPMENT COMPANY:			1,634.85	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
LARAMIE PEAK HUMANE SOCIETY				
2023.35-NOV	FUNDING ALLOCATION AGREEMENT	12/15/23	6,666.67	10-5110-8734
Total LARAMIE PEAK HUMANE SOCIETY:			6,666.67	
MASA				
120123	PAYROLL DEDUCTION	12/01/23	95.00	10-20000225
Total MASA:			95.00	
MCCANDLESS TRUCK CENTER				
P107015038:01	INJECTOR HOLD DOWN	12/01/23	50.72	32-5502-3210
P107015038:01	SHIPPING	12/01/23	20.00	32-5502-3210
P107015050:01	BATTERY	12/06/23	273.78	10-5202-3210
P107015050:01	CORE CHARGE	12/06/23	50.40	10-5202-3210
P107015050:01	DISCOUNT	12/06/23	43.67	10-5202-3210
P107015050:01	BATTERY	12/06/23	290.85	10-5305-3210
P107015050:01	CORE CHARGE	12/06/23	113.40	10-5305-3210
P107015050:01	DISCOUNT	12/06/23	43.67	10-5305-3210
P107015050:01	BATTERY	12/06/23	484.75	33-5600-3210
P107015050:01	CORE CHARGE	12/06/23	189.00	33-5600-3210
P107015050:01	DISCOUNT	12/06/23	43.66	33-5600-3210
P107015087:01	LINE CONNECTOR	12/06/23	17.89	32-5502-3210
P107015087:01	SHIPPING	12/06/23	20.00	32-5502-3210
Total MCCANDLESS TRUCK CENTER:			1,379.79	
MESA, CARLOS				
121823	TREE TRIM REIMBURSEMENT	12/18/23	600.00	10-5304-2158
Total MESA, CARLOS:			600.00	
MIDWEST CONNECT				
601023	INK CARTRIDGE	11/29/23	143.00	10-5100-3210
601023	SHIPPING	11/29/23	15.00	10-5100-3210
Total MIDWEST CONNECT:			158.00	
MILLENNIAL VISION INC (MVI)				
RS-34609	SUPPORT RENEWAL-LASERFISCHE	11/01/23	1,542.04	10-5100-2156
Total MILLENNIAL VISION INC (MVI):			1,542.04	
MISSION SQUARE RETIREMENT				
120123	Payroll Deduction	12/01/23	7,351.42	10-20000224
121523	Payroll Deduction	12/15/23	7,166.70	10-20000224
122923	Payroll Deduction	12/29/23	8,147.37	10-20000224
Total MISSION SQUARE RETIREMENT:			22,665.49	
MOTOROLA SOLUTIONS INC				
1187109939	PORTABLE RADIOS/ACCESSORIES	10/25/23	47,135.98	13-5898-3220
Total MOTOROLA SOLUTIONS INC:			47,135.98	
NIBLACK, JANICE				
100623	TREE REMOVAL REIMBURSEMENT	10/06/23	1,000.00	10-5304-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total NIBLACK, JANICE:			1,000.00	
ONE CALL OF WYOMING				
69351	UTILITY LOCATES	12/07/23	5.25	10-5304-2120
Total ONE CALL OF WYOMING:			5.25	
O'REILLY AUTOMOTIVE INC				
249316	CLEAN WIPES	12/01/23	5.99	10-5302-3210
249316	DETAIL WIPES	12/01/23	8.49	10-5302-3210
249738	DRAIN PAN	12/04/23	7.98	10-5302-3220
249810	FLOOR CLEANER	12/05/23	27.98	10-5302-3210
249818-1	ENGINE PAINT	12/05/23	12.49	10-5302-3210
249938	COOLANT PIPE	12/06/23	42.50	10-5202-3210
249938	THERMOSTAT HOUSING	12/06/23	13.19	10-5202-3210
249971	HITCH BALL	12/06/23	19.99	10-5202-3210
249993	BROOM	12/06/23	5.89	10-5305-3210
251480	TIRE PATCH	12/19/23	7.92	10-5302-3210
251600	HEADLIGHT BULBS	12/20/23	60.72	10-5202-3210
252440	HEADLIGHT BULB	12/28/23	30.36	10-5202-3210
252473	FUEL FILTER	12/28/23	37.40	10-5302-3210
Total O'REILLY AUTOMOTIVE INC:			280.90	
PAYMENTECH				
121123	RECORD CREDIT CARD PROCESSING FEE	12/11/23	342.45	31-5400-2158
121123	RECORD CREDIT CARD PROCESSING FEE	12/11/23	221.17	32-5500-2158
121123	RECORD CREDIT CARD PROCESSING FEE	12/11/23	149.82	33-5600-2158
Total PAYMENTECH:			713.44	
PEASLEY & ARMSTRONG LLP				
1010	LEGAL SERVICES	12/11/23	940.00	10-5100-2151
1010	LEGAL SERVICES	12/11/23	3,382.55	10-5105-2151
Total PEASLEY & ARMSTRONG LLP:			4,322.55	
PLAN ONE ARCHITECTS				
2330-1	PLANS/SPECIFICATIONS-SAND SALT BUILDING	12/01/23	5,000.00	57-5570-2153
2352-1	CONSULTANT SERVICES-COMMUNITY FACILITY CONCEPT	12/15/23	2,000.00	10-5100-2158
Total PLAN ONE ARCHITECTS:			7,000.00	
RADDCO LLC				
70348	KEY FOB BATTERY	12/01/23	8.27	10-5302-3210
70388	CABIN AIR FILTER	12/01/23	8.67	10-5302-3210
70489	TRAILER CONNECTOR	12/04/23	12.34	10-5302-3210
70492	WIPER BLADES	12/04/23	8.70	10-5302-3210
70677	HOSE FITTINGS	12/05/23	4.41	10-5302-3210
70868	BATTERY CHARGER	12/07/23	140.69	10-5302-3220
70984	HEX PLUG	12/08/23	5.82	10-5302-3210
70984	COUPLING	12/08/23	4.41	10-5302-3210
70986	SIGNAL CALL TUBING	12/08/23	49.00	10-5305-3210
70989	HYDRAULIC FITTING	12/08/23	31.30	10-5304-3210
70989	HYDRAULIC FITTING	12/08/23	15.92	10-5304-3210
70989	HOSE FITTINGS	12/08/23	29.40	10-5304-3210
70992	RETURN-SIGNAL CALL TUBING	12/08/23	49.00	10-5305-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
71044	OIL FILTER	12/11/23	8.92	10-5302-3210
71079	AIR FILTER	12/11/23	102.54	10-5302-3210
71106	BRAKE KIT	12/11/23	131.99	34-5340-3210
71182	RETURN-BRAKE KIT	12/12/23	131.99-	34-5340-3210
71200	HYDRAULIC FILTER	12/12/23	10.67	10-5302-3210
71200	GREASE FITTING	12/12/23	14.55	10-5302-3210
71201	AIR DRYER	12/12/23	51.18	10-5302-3210
71236	MINI BULB	12/12/23	13.90	10-5302-3210
71253	CABIN AIR FILTER	12/13/23	17.14	10-5302-3210
71950	FUSE	12/21/23	3.43	10-5304-3210
71970	FUSE	12/21/23	3.43	10-5304-3210
71977	AIR FILTER	12/21/23	50.04	10-5302-3210
72038	AIR FILTER	12/22/23	33.59	10-5302-3210
72039	CABIN AIR FILTER	12/22/23	29.74	10-5302-3210
72045	RAGS	12/22/23	40.00	10-5302-3210
Total RADDCO LLC:			649.06	
RAMSHORN CONSTRUCTION INC				
22-035-4	RETAINAGE RELEASE-PARKING LOT RECONSTRUCTION	11/15/23	26,347.17	56-20000210
Total RAMSHORN CONSTRUCTION INC:			26,347.17	
RECORD DISTRIBUTING LLC				
26580	ADAPTERS	12/04/23	5.22	10-5302-3210
26668	GAP GAUGE	12/05/23	36.99	10-5302-3210
26716	FUEL FILTER	12/06/23	86.46	10-5302-3210
26916	BRAKE DRUM	12/11/23	195.78	34-5340-3210
26924	WHEEL STUD	12/11/23	34.90	34-5340-3210
26933	WHEEL STUD	12/11/23	3.49	34-5340-3210
26933	LUG NUTS	12/11/23	20.70	34-5340-3210
26950	BRAKE SHOES	12/12/23	128.00	34-5340-3210
26950	CORE DEPOSIT	12/12/23	64.00	34-5340-3210
26961	RETURN-CORE DEPOSIT	12/12/23	64.00-	34-5340-3210
26961	WHEEL STUD	12/12/23	34.90	34-5340-3210
26961	NUT	12/12/23	2.07	34-5340-3210
26976	WHEEL STUD	12/12/23	3.49	34-5340-3210
27254	OIL DRY	12/18/23	47.96	10-5302-3210
27367	AIR LINE FITTING	12/19/23	14.68	33-5600-3210
27692	HEADLIGHT PIGTAIL REPAIR KIT	12/28/23	18.89	10-5202-3210
Total RECORD DISTRIBUTING LLC:			633.53	
ROCKY MOUNTAIN POWER				
121223	ELECTRICITY SERVICES	12/12/23	7,081.25	10-5100-2131
121223	ELECTRICITY SERVICES	12/12/23	119.84	10-5201-2131
121223	ELECTRICITY SERVICES	12/12/23	496.29	10-5301-2131
121223	ELECTRICITY SERVICES	12/12/23	1,975.30	10-5304-2131
121223	ELECTRICITY SERVICES	12/12/23	144.43	10-5306-2131
121223	ELECTRICITY SERVICES	12/12/23	397.85	10-5307-2131
121223	ELECTRICITY SERVICES	12/12/23	1,807.36	31-5401-2131
121223	ELECTRICITY SERVICES	12/12/23	1,429.31	31-5402-2131
121223	ELECTRICITY SERVICES	12/12/23	5,517.18	32-5501-2131
121223	ELECTRICITY SERVICES	12/12/23	1,265.80	32-5502-2131
121223	ELECTRICITY SERVICES	12/12/23	487.20	34-5340-2131
121523	ELECTRICITY SERVICES	12/15/23	410.19	10-5301-2131

[illegible]

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
116904	HAULING SOLID WASTE	12/06/23	379.00	34-5340-2158
116904	FUEL SURCHARGE	12/06/23	48.00	34-5340-2158
116904	HAULING SOLID WASTE	12/06/23	379.00	34-5340-2158
116904	FUEL SURCHARGE	12/06/23	48.00	34-5340-2158
116904	HAULING SOLID WASTE	12/06/23	379.00	34-5340-2158
116904	FUEL SURCHARGE	12/06/23	48.00	34-5340-2158
116904	HAULING SOLID WASTE	12/06/23	379.00	34-5340-2158
116904	FUEL SURCHARGE	12/06/23	48.00	34-5340-2158
116904	HAULING SOLID WASTE	12/06/23	379.00	34-5340-2158
116904	FUEL SURCHARGE	12/06/23	48.00	34-5340-2158
Total SNYDER TRANSPORT INC:			18,225.00	
STINSON LAWN CARE & MORE LLC				
1619	JUSTICE CENTER SNOW REMOVAL-PLOW TRUCK	12/03/23	140.00	10-5111-8760
1619	JUSTICE CENTER SNOW REMOVAL-HAND SHOVEL	12/03/23	165.00	10-5111-8760
1619	JUSTICE CENTER SNOW REMOVAL-PLOW TRUCK	12/03/23	350.00	10-5111-8760
1619	JUSTICE CENTER SNOW REMOVAL-HAND SHOVEL	12/03/23	385.00	10-5111-8760
1619	JUSTICE CENTER SNOW REMOVAL-MACHINE	12/03/23	270.00	10-5111-8760
1619	JUSTICE CENTER SNOW REMOVAL-PLOW TRUCK	12/03/23	140.00	10-5111-8760
Total STINSON LAWN CARE & MORE LLC:			1,450.00	
TEXAS PNEUDRAULIC INC				
043785	UPPER MAST ARM	12/08/23	770.00	33-5600-3210
043785	SHIPPING	12/08/23	184.98	33-5600-3210
Total TEXAS PNEUDRAULIC INC:			954.98	
THE RETAIL COACH LLC				
5095	RETAIL RECRUITMENT/DEVELOPMENT	12/06/23	12,000.00	10-5100-2158
Total THE RETAIL COACH LLC:			12,000.00	
TOP OFFICE PRODUCTS				
196407	COPIER MAINTENANCE AGREEMENT	11/27/23	22.50	10-5106-2156
196407	COPIER MAINTENANCE AGREEMENT	11/27/23	26.85	10-5106-2156
196407	COPIER MAINTENANCE AGREEMENT	11/27/23	8.97	10-5301-2156
196407	COPIER MAINTENANCE AGREEMENT	11/27/23	45.38	10-5301-2156
196407-1	COPIER MAINTENANCE AGREEMENT	11/27/23	30.00	10-5100-2156
196407-1	COPIER MAINTENANCE AGREEMENT	11/27/23	187.35	10-5100-2156
Total TOP OFFICE PRODUCTS:			321.05	
TW ENTERPRISES INC				
68374	COOLANT LEVEL KIT-WWTP GENERATOR	12/07/23	140.89	32-5501-2155
68374	LABOR-WWTP GENERATOR	12/07/23	36.25	32-5501-2155
68374	MILEAGE-WWTP GENERATOR	12/07/23	245.00	32-5501-2155
Total TW ENTERPRISES INC:			422.14	
UNITED STATES POSTAL SERVICE				
122823	POSTAGE	12/28/23	600.00	10-5100-2101
Total UNITED STATES POSTAL SERVICE:			600.00	
VERIZON WIRELESS				
121223	CELLULAR SERVICE	12/12/23	16.70	31-5402-2134

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
121223	CELLULAR SERVICE	12/12/23	16.69	32-5502-2134
121223	CELLULAR SERVICE	12/12/23	66.49	10-5100-2134
122823	CELLULAR SERVICE	12/28/23	99.80	10-5106-2134
122923	CELLULAR SERVICE	12/29/23	40.01	10-5201-2134
122923	CELLULAR SERVICE	12/29/23	1,529.64	10-5202-2134
Total VERIZON WIRELESS:			1,769.33	
VINTAGE RAILS RESTORATION				
INV0069	SLEEPER CAR REPAIR	11/13/23	965.00	54-5540-2155
Total VINTAGE RAILS RESTORATION:			965.00	
VISA-CONVERSE COUNTY BANK				
093023	TRAVEL-UBER	09/30/23	8.30	10-5102-2123
093023-1	MEAL-ADMIRAL BEVERAGE CORP	09/30/23	2.10	10-5102-2123
110323	MEAL	11/03/23	4.25	10-5102-2123
111-0301373	MONITORS	12/10/23	819.96	10-5103-3220
111-1845568	MINI COMPUTERS	12/10/23	1,944.00	10-5103-3220
111-5910557	FILE BAR	11/29/23	29.37	10-5100-3210
111-7006714	SPEAKERS	12/10/23	59.98	10-5103-3220
111-9382310	MONITORS	12/21/23	479.96	10-5100-3210
111-9985799	MONITORS	12/19/23	1,434.93	10-5100-3210
113-1516932	PLOTTER PAPER	10/27/23	116.90	10-5100-3210
113-1516932	SHIPPING	10/27/23	30.03	10-5100-3210
113-6310433	BULLETIN BOARDS	12/12/23	42.89	10-5100-3210
1198	STYROFOAM CUPS	12/01/23	8.75	10-5100-3230
1833-1	CORRECTION-DIFFERENCE IN AMOUNT CHARGED	11/01/23	.02-	10-5102-2123
2000115	CRICUT JOY	12/01/23	149.99	10-5100-3210
2000115	SALES TAX	12/01/23	7.50	10-5100-3210
55074530	LODGING	10/04/23	1,321.26	10-5102-2123
Total VISA-CONVERSE COUNTY BANK:			6,460.15	
VISIONARY COMMUNICATIONS INC				
705452	PHONE SERVICE	12/01/23	765.23	10-5100-2134
719598	PHONE SERVICE	12/01/23	176.62	10-5103-2158
Total VISIONARY COMMUNICATIONS INC:			941.85	
WW GRAINGER				
9916189914	DOOR WINDOWS	11/27/23	1,683.55	10-5100-3210
9919019266	ENGINE HEATER SYSTEM	11/29/23	172.96	34-5340-3210
9926124448	EMERY CLOTH	12/06/23	26.31	10-5302-3210
9926124448	EMERY CLOTH	12/06/23	26.31	10-5302-3210
9930123345	SOCKET MOUNT HEATER	12/11/23	69.78	32-5501-3210
9931405667	CELL SIGNAL BOOSTER	12/11/23	617.56	31-5401-3210
Total WW GRAINGER:			2,596.47	
WY CHILD & FAMILY DEV INC				
112323-NOV	FUNDING ALLOCATION AGREEMENT	11/23/23	416.67	10-5110-8707
Total WY CHILD & FAMILY DEV INC:			416.67	
WY MACHINERY COMPANY				
PO7878437	CYLINDER SEAL KIT	11/23/23	139.48	34-5340-3210
PO7884450	STEER ROD	11/30/23	1,327.26	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
PO7884450	FREIGHT	11/30/23	201.01	34-5340-3210
PO7906294	ENGINE HEATER	12/15/23	112.03	34-5340-3210
PO7906294	CORD ASSEMBLY	12/15/23	46.79	34-5340-3210
PO7906294	SHIPPING	12/15/23	3.18	34-5340-3210
PO7914102	TUBE ASSEMBLY	12/21/23	167.51	34-5340-3210
PO7914102	SHIPPING	12/21/23	3.35	34-5340-3210
S2775501	LOADER ANGLE BLADE	12/13/23	26,452.00	34-5895-6547
Total WY MACHINERY COMPANY:			28,452.61	
WY RETIREMENT SYSTEM				
121223	Payroll Deduction	12/12/23	61,659.38	10-20000224
Total WY RETIREMENT SYSTEM:			61,659.38	
WY RIGGING & INDUSTRIAL SUPPLY				
22-3132	CROSS CHAIN KITS	12/08/23	117.45	33-5600-3210
22-3132	CROSS CHAIN KITS	12/08/23	65.25	10-5305-3210
Total WY RIGGING & INDUSTRIAL SUPPLY:			182.70	
WY STATE DISBURSEMENT CENTER				
120123	Payroll Deduction	12/01/23	34.90	10-20000226
121523	Payroll Deduction	12/15/23	34.90	10-20000226
122923	Payroll Deduction	12/29/23	34.90	10-20000226
Total WY STATE DISBURSEMENT CENTER:			104.70	
WYOCLASS				
120523	INVEST FUNDS	12/05/23	5,000,000.00	10-10000122
Total WYOCLASS:			5,000,000.00	
XPRESS BILL PAY				
121123	RECORD PAYMENT PROCESSING FEE	12/11/23	277.19	31-5400-2158
121123	RECORD PAYMENT PROCESSING FEE	12/11/23	179.03	32-5500-2158
121123	RECORD PAYMENT PROCESSING FEE	12/11/23	121.28	33-5600-2158
Total XPRESS BILL PAY:			577.50	
Grand Totals:			30,850,044.32	

Approved By _____
City Manager

Date _____

Item

Request For Proposals - Douglas City Hall Remodel

Responsible Staff Contact

Clara Chaffin
John Harbarger
Blake Palmer

Recommendation

Recommend accepting the proposal from Plan One Architects in the amount of \$40,000.00 for the Design and Construction Management on the Douglas City Hall Remodel.

Executive Summary

After careful consideration of proposals from three highly qualified architectural firms for the Douglas City Hall remodel project, Plan One has been selected as the preferred firm for design and construction management. With all applicants demonstrating exceptional qualifications, the decision was ultimately influenced by a balance between cost and management approach. Despite Plan One's estimate being \$1,300.00 higher than the lowest bid, their commitment to weekly construction management oversight meetings set them apart. The selection of Plan One reflects a strategic choice to prioritize comprehensive project oversight, laying the foundation for a successful, well-executed, and timely City Hall remodel.

Attached is the final bid tabulation.

Background

The City Hall renovation project was initiated in response to the deteriorating condition of the existing facade, necessitating a comprehensive revitalization effort. Initially, an architect was approached to design the city hall facade project, but their quote for design and management exceeded \$60,000.00, prompting the city staff to reconsider the approach. Recognizing the need for a more cost-effective solution, the decision was made to issue a general Request for Proposals (RFP) to solicit competitive bids from qualified architectural firms. The primary objective of this renovation project is not only to address the current state of disrepair but also to set a positive example for the community, showcasing a commitment to maintaining and enhancing the city's infrastructure. The City Hall renovation project is driven by a desire to create a renewed and aesthetically pleasing civic landmark that reflects the community's values and pride.

Alignment to Strategic Doing (SD) and/or Other Plans

SD24 Outcome

Fun, Uplifting, Neat & Tidy Community (FUN)

SD24 Strategy

Strategy #3: City leads by example in maintenance and beautification of Parks & City Facilities

SD24 KPI

FUN-05: Improve one City facility property per year.

2014 Master Plan

City Hall identified as an anchor to Downtown.

2015 Downtown Master Plan

Historic Preservation. The city will focus on preserving the heritage of the past to create an identity for the future.



Agenda Item Report City Council – January 8, 2024

Budget/Fiscal Impact

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount

Capital Improvement – Facilities

City Hall Façade, City Hall Xeriscape

\$200,000.00

\$40,000.00

Action Requested/Recommended Motion

Accept the RFP from Plan One Architects in the amount of \$40,000.00 for the Douglas City Hall Remodel Project and authorize the City Manager to sign all associated documents.

Reviewed/Approved

☒ Community Development

☒ Law Enforcement

☐ City Manager

☒ Public Works

☐ Legal

☐ Finance

Bid Tabulation

Douglas Architectural Services for City Hall Façade														
Pricing								Scheduling						Management
Firm	Schematic Design	Design Development	Construction Documents	Bidding	Construction Admin	Reimbursables	Total cost	Notice of award	100% construction Documents	Construction Start	Substantial Completion	Final Punch list / Occupancy	Total Schedule time	On site Construction Management
Plan 1	\$ 6,000.00	\$ 8,000.00	\$ 14,000.00	\$ 2,000.00	\$ 10,000.00	\$ -	\$ 40,000.00	1/5/2024	4/24/2024	7/17/2024	11/8/2024	11/12/2024	227 Work Days	Weekly
Arete	\$ 4,300.00	\$ 4,540.00	\$ 13,040.00	\$ 1,920.00	\$ 13,550.00	\$ 1,350.00	\$ 38,700.00	12/18/2023	3/15/2024	5/20/2024	No Data	No Data	No Data	3 site visits total
GSG	\$ 6,720.00	\$ 12,670.00	\$ 12,870.00	\$ 2,720.00	\$ 11,300.00	\$ 1,500.00	\$ 47,780.00	1/1/2024	4/15/2024	7/29/2024	10/7/2024	10/28/2024	219 Work Days	Bi-weekly

Evaluation Criteria. Proposals were reviewed with following criteria:

1. Ability to meet project schedule. (30%)
2. Experience with similar projects. (50%)
3. Proposed fee. (20%)

The average scores were:

Plan One	Arete	GSG
97.5%	82.5%	81%

Item

Washington Park Shelter Replacement

Responsible Staff Contact

John Harbarger

Brandon Frye

Recommendations

K&R Construction bid acceptance.

Executive Summary

The City of Douglas Parks Dept. solicited bids for the Washington Park Picnic Shelter Replacement. The City of Douglas opened bids on December 13th , 2023. There were multiple plan holders, and three bids were submitted.

K&R Construction was the low bid at	\$ 119,000
Delta Wye Inc.	\$ 130,000
Knife River	\$ 228,900

Background

Washington Park is our oldest and busiest legacy park. It is unknown when the existing shelter was installed but is estimated to be from the 60's or early 70's. The shelter is showing signs of heavy snow loads and decay. The concrete holds pools of water and the retaining wall has cracked and shifted in a few places.

Alignment to Strategic Goals and/or Other Plans

2023 Strategic Doing: FUN Strategy #3

Budget/Fiscal Impact

Fund/Department	Park Improvements-Imp Other than BLDG
Project/Line Item(s)	Washington Park Lighting
Budgeted Amount	\$85,000
Anticipated Amount	\$119,000

Request to use \$35,000 of the \$150,000 approved for Keith Rider Park extension project that is no longer being considered for reasons of reducing water consumption.

Action Requested/ Recommended Motion

Accept bid proposal from K&R Construction and authorize the city manager to sign all associated documents.

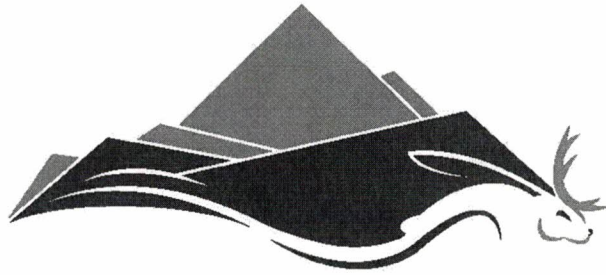


Agenda Item Report City Council - January 8th , 2024

Reviewed/Approved

- ☐ Community Development
- ☒ Law Enforcement
- ☐ City Administrator
- ☐ City Clerk

- ☒ Public Works
- ☐ Legal
- ☐ Finance



CITY OF DOUGLAS

Contract Documents, Project Manual, and Specifications for New Washington Park Shelter

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

City of Douglas Parks Dept.
420 W Grant St.
PO Box 1030
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
<u>x</u>	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Forms:
<u>x</u>	a. Bid -Schedule of Prices
<u>x</u>	b. Signature Page
<u>x</u>	c. Non-Collusion Affidavit - Construction
<u>x</u>	d. Bid Bond - Construction
<u>x</u>	e. Bidder's Checklist
<u>x</u>	3. General Provisions - Construction
<u>x</u>	4. Supplemental Conditions - Construction
<u>x</u>	5. Wyoming Public Works Standard Specifications – included by reference
<u>x</u>	6. Special Provisions
<u>x</u>	7. Drawings
	8. Addenda
<u>x</u>	9. Notice of Award - Construction
<u>x</u>	10. Agreement Between Owner and Contractor
<u>x</u>	11. Performance/Contractor's Bond - Construction
<u>x</u>	12. Notice to Proceed – Construction
	13. Other:

All items checked are in this packet.

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – CONSTRUCTION
November 8th 2023

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from any sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation per W.S. 15-1-113(c).
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all proposed contract documents (including all addenda issued prior to receipt of bids, if applicable).
- E. The term “CONTRACTOR” means the individual person or company who is the successful Bidder and enters into a contract agreement with the Owner for the specified project.

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **New Washington Park Shelter** will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM MST on 12/13/23** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **Public works Parks Dept**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. A **Non-Mandatory** pre-bid conference will be held at **Public Works, 420 W Grant St.** on **December 6th at 1:30 PM**; prospective bidders are **Encouraged** to attend. Each bid must be submitted on the bid form and accompanied by bid security payable to the City of Douglas as prescribed in the bidding documents in an amount not less than five percent (5%) of the amount bid. The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the work as prescribed in the bidding documents. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Mary Nicol, Deputy City Clerk; Published: **November 22nd and 29th**, Douglas Budget

3. BID DOCUMENTS AND REQUIREMENTS

- A. Approved bidding documents will be available at the City of Douglas, **Public works Parks Dept 420 W Grant St**, Douglas Wyoming 82633, and, on the City of Douglas website, www.cityofdouglas.org, under “Bid Postings/Related Documents” section.

Bidder Initials: RJM
Page 3 of 35

- B. Interested bidders must contact Parks Director Brandon Frye bfrye@cityofdouglas.org to be placed on the plan holders list. Confirmation of contact will be sent by email within 2 working days. Call Public Works Parks Department @ 307-358-9750 ext. 4 if you do not receive confirmation. Any addendums will be emailed only to those bidders on the plan holders list.
- C. Bidding documents shall state a minimum of:
- i. the location and description of the contemplated construction;
 - ii. provide an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished;
 - iii. an estimation of all labor and material reasonably necessary for the proper execution of the work;
 - iv. a schedule of items for which unit bid prices are asked, including appropriate places to indicate such prices;
 - v. a signature page;
 - vi. a non-collusion affidavit; and
 - vii. a bid bond form.
- D. All bids must be clearly marked New Washington Park Shelter with the Bidder's name and the time and date of the opening on the outside of the sealed envelope.**
- E. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other documents, he may submit to the Owner's representative a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids. Any interpretation of the proposed documents will be made by an addendum duly issued and a copy of such addendum will be mailed, faxed or delivered to each person receiving a set of the plans and specifications. Each bidder shall acknowledge receipt of each such addendum received in order to have the bid considered. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
- F. The successful Bidder will be required to adhere to:
- i. The General Requirements and Covenants contained in the "Wyoming Public Works Standard Specifications" (refer to "General Conditions – Construction", Section 1.);
 - ii. To all federal, state, and local laws, ordinances, rules, and regulations;
 - iii. To all bidding documents contained or referenced herein; and
 - iv. May be subject to the Wyoming Preference Act.
- G. The Bidder shall include in the unit bid prices any compensating tax that must be paid.
- H. A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount, including allowances and additive alternates, of the bid must accompany each bid, and must be payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will execute the Agreement.
- I. The Owner will allow a five percent (5%) preference to Wyoming residents. Bidders will supply a Certificate of Residency in compliance with the Wyoming Department of Labor and Statistics.

Bidder Initials: RJM
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- J. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- K. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4. QUALIFICATIONS OF BIDDERS.

- A. The Bidder must be qualified in experience, financial status, and adequate equipment to do the work called for in the plans and specifications.
- B. If required by Owner in order to demonstrate qualifications to perform the work, each Bidder, whether under contract or under consideration for award of a contract, must be prepared to submit within two (2) days of Owner's request written evidence such as:
 - i. financial data;
 - ii. previous experience;
 - iii. previous project references;
 - iv. present commitments; and
 - v. any other such data as Owner may request, including evidence of authority to conduct business in the jurisdiction where the project is located.
- C. Each bid will be considered a warrant of Bidder's qualification to do business in this state or covenant to obtain such qualification prior to award of the contract.

5. EXAMINATIONS OF SITE WORK, PLANS, AND SPECIFICATIONS

- A. The Bidder will carefully examine the site(s), including material site(s), of the proposed work, and the Bidding Documents including the proposal, plans, general and supplementary conditions, standard specifications, special provisions, addenda, and contract forms. The submission of a bid shall be conclusive evidence that the Bidder has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, materials to be supplied and equipment and labor to be used, and the requirements of the Bidding Documents for performance of the work in full.
- B. The Bidder must be familiar with the following, and no plea of misunderstanding or ignorance of the law will be considered:
 - i. All Federal, State, and local laws and ordinances and regulations which in any manner might affect those engaged or employed in the work; and
 - ii. The materials, equipment or procedures used in the work or which in any other way would affect the conduct of the work.
- C. The Bidder shall determine from his examination the methods, materials, labor and equipment required to perform the work in full.
- D. The quantities, for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the Owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of the performance bond.

- E. If in the performance of the work, the Bidder determines that methods, materials, labor and/or equipment are required beyond those anticipated, the Bidder will not be entitled to additional compensation.

6. PRE-BID MEETING/SITE TOUR

- A. A pre-bid meeting and/or site tour will be held at **Public Works 420 W Grant** at **1:30 December 6th**. This meeting is **Not Mandatory** and bidders are **Encouraged** to attend.

7. REQUIREMENTS OF SUCCESSFUL BIDDER.

- A. The Bidder whose proposal is accepted shall, within fifteen (15) calendar days after receiving notice of award, execute the agreement in accordance with the bidding documents, and shall further furnish a satisfactory bond, conditional for the faithful performance of the contract and for the payment of all obligations as required by W.S. §16-6-112(a) (Public Works and Contracts), in the amount of one hundred percent (100%) of the Contract amount, and executed on the forms contained herewith.
- B. The Bidder shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance. The Bond shall remain in full force and effect through the guarantee period.
- C. In the event the Bidder fails or neglects to execute the Contract as required, the Owner will consider that the Bidder has abandoned the Contract, and the bid bond accompanying his or her bid may be immediately forfeited to the Owner as liquidated damages for such failure or neglect.
- D. Prior to signing the Contract, the successful Bidder shall submit an overall construction schedule for the project. This construction schedule shall begin with the proposed date of signing the Contract. The completion date shall be the date specified in the Contract.
- E. Prior to the commencement of any work, the successful Bidder must ensure that all requirements of Douglas Municipal Code are met, including but not limited to obtaining all required building and construction permits, contractor licenses and permits, and any other applicable required licenses, permits, and/or permissions. Bidder shall contact the Community Development Department to verify necessary requirements and obtain necessary licenses and permits.

8. REQUIREMENTS OF THE OWNER.

- A. The remaining checks or bid bonds will be returned to the unsuccessful Bidders within seven (7) days after the Owner and the accepted Bidder have executed the contract.

9. GENERAL PROVISIONS AND INTERPRETATION OF DOCUMENTS

- A. The Owner reserves the right to reject any and/or all bids, to waive as an informality any irregularities contained in a bid, and accept any bid which best serve the interest of the City of Douglas
- B. A Bidder may withdraw his or her proposal at any time prior to the time set for the opening of the bids without penalty
- C. The Owner expressly reserves the right to increase or decrease the quantities during construction.

- D. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- E. Any interpretation or correction of any of the bidding documents will be made only by written addendum. Receipt of each addendum shall be acknowledged in the bid proposal.
- F. If any Bidder is in doubt as to the true meaning of any part of the bidding documents, he or she may submit to the Owner a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids.
- G. The Owner will not be responsible for verbal answers to any inquiries regarding the meaning of the Bidding Documents which may be given prior to the award of the Contract.
- H. No change shall be made in the wording of the bidding documents. Any explanatory matter which the Bidder may wish to submit shall be in the form of a separate letter accompanying the bid proposal.
- I. The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be submitted in writing to the Contractor by the Owner and shall not be considered as a waiver of any conditions of the successful Contractor nor invalidate any of the provisions thereof.
- J. When alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started.
- K. The policy of the Owner is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact.
- L. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the American's with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to the City Administrator, City of Douglas ADA Coordinator, at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
- M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION:

New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 12/8/2023
 - b. Addendum No. Dated
 - Addendum No. Dated
5. Bidder has examined the site and locality where the work is to be performed, the federal, state and local laws and regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder Initials: Rvm
Page 8 of 35

6. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Ray McNare
Address	PO Box 1070
City/State/Zip	Douglas, WY 82633
Phone No.	307-358-1853 307-351-4367
Email	RMCNARE@KRConstruct.com
Fax No.	307-358-3017

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- Contract: This agreement to be executed by the successful Bidder.
- Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum		83970 ⁰⁰
2.	Remove and dispose existing Shelter	Lump Sum		6950 ⁰⁰
3.	Remove and replace Concrete pad and retaining wall.	Lump Sum		28080 ⁰⁰
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

one Hundred Nineteen Thousand Dollars & ⁰⁰/₁₀₀ - \$119,000⁰⁰

BIDDER:

K+R Construction, LLC
NAME OF COMPANY

Ronald V McNamee
SIGNATURE OF INDIVIDUAL COMPLETING BID

Ronald V McNamee
NAME OF INDIVIDUAL COMPLETING BID

12/13/2023
DATE OF BID SUBMISSION

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

Business Address: _____ (General Partner) Phone: _____

A CORPORATION

By: K&R Construction LLC of Wyoming
(Corporation Name) (State of Incorporation)

By: Ronald J McVay Manager
(Signature) (Title)

ATTEST: Christa Alexander (Corporate Seal)

Business Address: P.O. Box 1070 Phone: 307-358-1853

Douglas, WY 82633

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

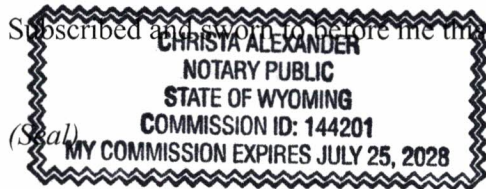
STATE OF Wyoming)
) ss.
COUNTY OF Converse)

NON-COLLUSION AFFIDAVIT

Ronald V McNair, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

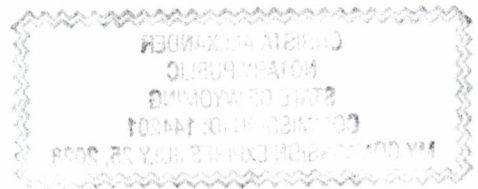
CONTRACTOR: Ronald V McNair

Subscribed and sworn to before me this 13th day of December, 2023.



Christa Alexander
Notary Public in and for the State of Wyoming
residing at 4 Sage Brush Dr. Douglas, WY
82133

My Commission expires: July 25, 2028



BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, K&R Construction LLC as Principal, and Nationwide Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid, for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 8th day of December, 2023.

The condition of the above obligation is such that whereas the principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the New Washington Park Shelter

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: K&R Construction LLC

By: Ronald Umberger (seal)

SURETY: Nationwide Mutual Insurance Company

By: Cindy Spangler (seal)

Cindy Spangler, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Surety Phone No.: 614-249-7111

Bidder Initials: RUM

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Cindy Spangler

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: **Unlimited**

Surety Bond Number: Bid Bond
Principal: K&R Construction LLC
Obligee: City of Douglas

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

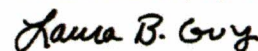


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of December, 2023.



Assistant Secretary



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0134

THIS CERTIFIES THAT:

K & R CONSTRUCTION, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY OF MARCH TWO THOUSAND AND 23


Michéte Johnson, Program Manager

EXPIRATION DATE: 3/1/2024



CERTIFICATE SERIAL NUMBER: 0203202334

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show Total bid price in both words and figures.
2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
5. Certificate of Residency
6. Other: _____

The following forms are to be executed after the contract is awarded:

1. Contract: This agreement is to be executed by the successful Bidder.
2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
4. Other: _____

GENERAL CONDITIONS - CONSTRUCTION

1. STANDARD SPECIFICATIONS

Where the word "specifications" is used herein and is not preceded by the word "standard", it is being used as a general term to include the general conditions, supplementary conditions, standard specifications, special provisions and other applicable project documents.

The "Wyoming Public Works Standard Specifications" as prepared by the Wyoming Public Works Specifications Committee shall be hereinafter referred to as the "standard specifications" and said standard specifications together with the laws of the State of Wyoming, and the Ordinances and Codes of the City of Douglas, so far as applicable, are hereby included in these specifications as though quoted in their entirety and shall apply except as amended or superseded by these contract documents.

Copies of the standard specifications are on file in the Public Works Department, 420 West Grant, Douglas, Wyoming; at the Community Development Department, 101 N. 4th Street, Douglas, Wyoming; and on the City of Douglas website, www.cityofdouglas.org, under "Departments & Services/Public Works & Utilities/Wyoming Public Works Standards & Specs", where they may be examined and consulted by any interested party.

Wherever reference is made in the Standard Specifications to the Owner, such reference shall be construed to mean the City of Douglas, and where reference is made to the Engineer, such reference shall be construed to mean the City Engineer or other designated representative of the City of Douglas.

2. HEADINGS

Headings to parts, sections, forms, articles, and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of the contract documents.

3. ORDER OF PRECEDENCE

In cases of conflicting information, the order of precedence shall be the Supplementary Conditions, which shall take precedence over the construction drawings, which shall take precedence over the special provisions, which shall take precedence over the general conditions, which shall take precedence over the standard specifications unless indicated otherwise by the Engineer.

4. FIELD CHANGES

Any alterations or variances from the plans, except minor adjustments in the field to meet existing conditions, shall be requested in writing and may not be instituted until approved by the Owner's representative.

5. PROTECTION OF PUBLIC AND PRIVATE UTILITIES AND FACILITIES

The Contractor shall support and protect by timbers, or otherwise, all pipes, conduits, poles, wires, or other apparatus which may be in any way affected by the work, and do everything to support, sustain and protect the same, under, over, along or across said work. In case any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same and all expense incurred for such repairs shall be charged to the Contractor.

The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property, by reason of breaking any water, sewer or gas pipe, electric conduit, or other utility by, or through, negligence of the Contractor.

6. UTILITY LOCATES

Location and dimensions shown on the plans for existing underground facilities are in accordance with the best available information without uncovering and measuring. The Owner does not guarantee the size and location of existing facilities.

The Contractor shall be responsible for requesting locates with the utility companies as to the location of such utilities within the area of work. Plans show the general horizontal location of all underground utilities based on information provided by others. Failure to show the location of any utility on the plans shall not relieve the Contractor from the responsibilities above. The vertical location of conflicting utilities shall be conducted by the Contractor by pot holing random locations selected by the Engineer prior to any major excavation activities. It shall be solely the responsibility of the Contractor to fully coordinate work with utility companies.

It shall be the Contractor's responsibility to arrange for utility locates forty-eight (48) hours prior to any excavation.

Call Before You Dig	1-800-849-2476
Wyoming One-Call	1-800-348-1030

7. TRAFFIC CONTROL

The Contractor shall be responsible for maintenance, control and safe-guarding of traffic within, and immediately abutting, the project as further defined herein, and as may otherwise be provided in the supplementary conditions.

The posting of flagmen, advance warning signs, barricades, traffic cones, flashers, etc., shall be in accordance with the current edition of Part VI in the "Manual on Uniform Traffic Control Devices for Streets and Highways" prepared by the National Joint Committee on Uniform Traffic Control.

The Contractor shall, at his own expense, provide all signs, barricades, guards, construction warnings, and night lights for work zone traffic control in order to protect the public at all times from injury as a result of his operations. If the Contractor should fail to maintain sufficient lights and barricades, any costs incurred by the Owner for furnishing such items will be deducted from payments due to the Contractor.

Detours within the limits of the project, such as on side street crossings, traffic channelization utilizing one lane of the traveled way for two-way traffic, shall be the responsibility of the Contractor, the costs of which shall be included in the unit bid price and no special compensation will be made.

Emergency traffic such as police and fire shall be provided reasonable access at all times. The Contractor shall be liable for any damages which may result from his failure to provide such reasonable access.

8. PUBLIC CONVENIENCE

Streets may not be closed to through traffic unless elsewhere specified in these specifications or, authorized by the Owner's representative. Streets shall not be closed to traffic unless such closures are made in such a

manner as to provide maximum public safety and public convenience. Streets shall be opened to through traffic on weekends, holidays, evenings, and such times as the work has been completed, or as specified by the Owner's representative.

Local traffic shall be provided access to private property at all times, except during those stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placement of asphalt paving and deep sewer excavations which prohibit safe travel of vehicular traffic.

9. PAYMENT TO THE CONTRACTOR

The method of measurement and basis of payment will be as provided in the standard specifications and special provisions. Payments to be made to the Contractor will be made in the manner stipulated in the Agreement, these general conditions and supplementary conditions.

Applications for payment shall be submitted in two parts, consisting of an invoice and, a progress estimate. Progress estimates will be made by the Contractor, submitted to and concurred by the Owner's representative for work completed and/or materials on hand. Invoices will be made by the Contractor, and submitted to the City Finance Department.

Invoices shall be for the full amount indicated in the progress estimate. Adjustments for conditions differing from those reported in the progress estimate and/or for retainage to be withheld shall be determined by the Owner's representative and recommended to the City Council.

Applications for Payment must be submitted by the twenty-fifth (25th) day of each month for presentation to the City Council for their approval at the first scheduled Council Meeting of the following month.

10. FINAL PAYMENT

Application for Final Payment may not be made until the Owner has accepted the work as complete in accordance with the plans and specifications of the Contract. The Application for Final Payment shall request payment of any remaining amounts due, including retainages previously withheld

Actual Final Payment may not be made until the requirements of W.S. §16-6-116, concerning public notices and a mandatory waiting period and W.S. §16-6-117, concerning the contractor's statement, have been met.

In accordance with W.S. 16-6-116, upon receipt of Application for Final Payment, the Owner shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried out, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice indicating that the work has been accepted by the Owner in accordance with the plans and specifications and the contractor is entitled to final settlement. The notice shall also state that the Contractor will be paid the full amount due under the contract upon the 41st day following first publication of the notice and, will specify such date. This section does not relieve the Contractor and the sureties of his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

In accordance with W.S. §16-6-117, after acceptance of the work by the Owner and before Final Payment may be made, the Contractor shall file with the City of Douglas Administrative Services Department a sworn

statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. The sworn statement shall state any disputed claim for material and/or labor and, the amount disputed shall be deducted from the final payment and retained by the Owner until the determination of the dispute, either by judicial action or consent of the parties, and then paid to the persons found entitled thereof.

11. SCHEDULING OF WORK

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer, if requested, an estimated construction progress schedule in form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various pay items of work required under the contract documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in preparing any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions or deductions from the contract.

Should it become evident that the Contractor may fall behind the construction schedule, the Contractor shall submit a revised schedule indicating operations, methods, overtime, or additional labor by which lost time will be made up. Payments of future estimates will be withheld until an approved schedule has been submitted. Execution of the work according to the accepted schedule of completion, or approved modification, is hereby made an obligation of the contract.

Time lost due to non-working days, i.e., adverse weather conditions, etc., shall not excuse the obligation of the Contractor to adhere to the original, or revised, schedule of completion.

12. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall procure and maintain for the duration of the contract, **and for one (1) year thereafter**, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

13. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation Insurance:** As required by the State of Wyoming.
- d. **Builder's Risk:** At the option of the Owner, (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- e. **Surety Bonds** as described below.
 - i. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - ii. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- f. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
- g. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Owner.
- h. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, and/or equipment furnished in connection with such work and/or operations, and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- i. A copy of the insurance policy, together with a copy of the endorsement naming the Owner as an additional insured, shall be provided to the Owner prior to commencement of work.

14. "ACT OF GOD"

"Act of God" means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. A heavy rain, windstorm, high water, or other natural phenomenon of unusual intensity for the specific locality of the work, which might have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

15. "OR EQUAL"

Where the term "or equal" is used herein, the Owner, or the Owner on recommendation of the Engineer, shall be the sole judge of the quality and suitability of the proposed substitution.

16. WRITTEN NOTICE

- a. Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual, or to a partner of the firm, or to an officer of the Corporation, or a member of the Joint Venture, of the Contractor, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.

- b. Written notice to the Owner shall be deemed to have been duly served if delivered in person to an executive official of the Owner or the Owner's Representative, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.

17. BID BOND

Each bid must be accompanied by a bid bond on the forms included herewith, equal to five percent (5%) of the bid amount executed by a Surety or Guarantee Company authorized to do business in the State of Wyoming, naming the Owner as payee and providing for full forfeiture in the event bidder shall:

- a. Fail to execute contract documents within 30 days following the letting of the bid;
- b. Fail to proceed with the performance of the contract; or
- c. Fail to provide an acceptable Performance/Contractor's Bond.

A cashier's check or irrevocable letter of credit drawn upon a Wyoming banking institution and payable to the Owner may be substituted for a bid bond on bids less than \$100,000.00 (W.S. §15-1-113(f)). No bid will be considered unless accompanied by bid bond.

18. PERFORMANCE/CONTRACTOR'S BOND

The successful bidder shall furnish to the Owner a Performance/Contractor's bond on the forms included within, as set forth in W.S. §15-1-113 and 16-6-112, in an amount equal to the amount of the bid, executed by a Surety or Guaranty Company authorized to do business in the State of Wyoming. In the event the bid is less than \$100,000.00, other forms of guarantee may be submitted subject to the prior acceptance and approval of the Owner. This bid and all subsequent contracts or agreements are subject to the provisions of W.S. §15-1-113 as amended, which statute is incorporated herein by this reference.

19. WYOMING STATUTES 16-6-101 et seq. {Public Works and Contracts}

This bid and all contracts or agreements entered into pursuant to this bid are subject to the provisions of W.S. §16-6-101 et seq. as amended. The successful Bidder shall be responsible to comply with said statute in all respects.

20. CONTRACTOR'S OBLIGATION

Contractor, subcontractors, and suppliers conducting business with the Owner shall affirm and subscribe to the Fair Practices and Non-Discrimination policies of the Owner.

21. COMPLETION AND ACCEPTANCE

Prior to acceptance, the Contractor must provide a written request that the Owner inspect the work for completion. Upon finding all specified work has been completed with the exception of minor items such as cleanup, and other items deemed by the Owner to be minor in nature and, the Owner may receive full beneficial use of all the work, the Owner shall certify the work to be substantially complete and shall provide a written, Notice of Substantial Completion, to the Contractor along with a "punch list" of deficiencies for correction by the Contractor, with a required completion date. Upon such notice, the Contractor shall relinquish full beneficial use to the Owner, the Contractor's one year guarantee period shall commence, accrual of time against the project shall stop. If all corrective work has not been completed by the stipulated date, time accrual shall recommence and will continue until the work is completed. The Contractor shall submit additional requests for inspection, as necessary. The Owner, following the Contractor's initial or

subsequent request for inspection and upon finding that all requirements have been satisfied and that no additional corrections are required, shall recommend to the Mayor and City Council that the work be accepted and final payment procedures pursuant to W.S. 16-6-116 be initiated.

CITY OF DOUGLAS
SUPPLEMENTARY CONDITIONS – CONSTRUCTION

Supplementary conditions hereinafter contained supersede any conflicting provisions of the general conditions, and the foregoing amendments to the general conditions are hereby made a part of this contract.

1. SUBCONTRACTORS AND SUPPLIERS

A list of subcontractors and suppliers that will be involved with this project shall be given to the Engineer for review and approval immediately after the contract has been awarded. This list must be received by the Owner before the contracts may be signed.

2. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Owner, the Contractor(s), Engineer, all subcontractors, utility companies, Police Department, Fire Department, and other interested parties shall attend a pre-construction conference, time, place and date to be determined after awarding the contract(s). Subsequently, a representative of the Contractor shall attend (if requested) a weekly conference to review progress and discuss any problems that may be incurred.

3. OWNER'S REPRESENTATIVE

The name, business address, telephone number and fax number of the Owner's representative for this project are:

Name	Brandon Frye
Mailing Address	P.O. Box 1030
Physical Address	710 E Richards St. North building
City/State/Zip	Douglas, WY. 82633
Phone	307-358-9750
Email	bfrye@cityofdouglas.org

4. SANITATION FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations as enforced. The Contractor shall not allow such facilities to become a public nuisance. All expenses incurred in supplying access, parking, and sanitation facilities shall be considered as incidental to the project and no compensations will be made.

5. STATE SALES TAX

The Owner is exempt from the payment of sales tax on all items.

6. DELIVERY OF TICKETS

All delivery tickets that are required for the purpose of calculating quantities for payment must be received by the Owner at the time of delivery.

- a. By Truck:
 - i. Delivery tickets must show type of material, gross weight, tare weight, truck number, date, and Inspector's initials in order to be considered for payment.

Bidder Initials: RJM
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7. EASEMENT AND RIGHTS-OF-WAY

The Owner will obtain all easements and franchises required for the project. Contractor shall limit his operation to the areas obtained and shall not trespass on private property.

8. LAND PROVIDED BY OWNER

The Owner may provide certain lands, as indicated in connection with the work under the contract, together with the right of access to such lands. The Contractor shall not unreasonably encumber the premises with his equipment or materials.

9. LAND PROVIDED BY CONTRACTOR

The Contractor shall provide, with no liability to the Owner, any additional land and access thereto not shown or described that may be required for temporary construction facilities or storage of materials. The Contractor shall construct all access roads, detour roads or other temporary works as required by his operations. The Contractor shall confine his equipment, storage of materials, and operations of his workers to those areas shown and described and such additional areas as he may provide.

10. RESTORATION OF STRUCTURES AND SURFACES

- a. **GENERAL**: All construction work under this Contract on rights-of-ways, easements, over private property or franchise, shall be confined to the limits of such easement, right-of-way, or franchise. All work shall be accomplished so as to cause the least amount of disturbance and a minimum amount of damage. The Contractor shall schedule his work so that trenches across easements shall not be left open on weekends or holidays or be left open for more than twenty-four (24) hours. Trenches that will present a danger to vehicular or pedestrian traffic will be closed at the end of each day's work.
- b. **STRUCTURES**: The CONTRACTOR shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. The Contractor shall also repair all existing structures which may be damaged as a result of the work under this contract.
- c. **EASEMENTS - CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS**: All cultivated areas, either agricultural or lawns, and other surface improvements which are damaged by actions of the Contractor, shall be restored as nearly as possible to their original condition.
 - i. Prior to excavation on an easement or private right-of-way, the Contractor shall strip topsoil from the trench or construction area and stockpile it in a manner such that it may be replaced by the Contractor upon completion of construction.
 - ii. Ornamental trees and shrubbery shall be carefully removed, with the earth surrounding their roots wrapped in burlap and replanted in their original positions within twenty-four (24) hours, or as soon as practical.
 - iii. All shrubbery or trees destroyed or damaged shall be replaced by the Contractor with material of equal quality at no additional cost to the Owner.
 - iv. In the event that it is necessary to trench through any lawn areas, the sod shall be carefully cut and rolled and replaced after the trenches are backfilled. The lawn area shall then be cleaned of earth and debris by sweeping or other means.

- v. All fences, markers, mailboxes or other temporary structures shall be removed by the Contractor and immediately replaced in their original positions after the trench has been backfilled.
 - vi. The Contractor shall notify the Engineer and property owner at least twenty-four (24) hours in advance of any work done on easements or private rights-of-way.
- d. **STREETS:** The Contractor shall assume all responsibility for restoration of the surface of all streets (traveled ways) used by him and damaged.

11. PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC

The Contractor shall take every precaution to protect vehicular and pedestrian traffic. Prior to the start of construction, the Contractor shall provide in writing to the Engineer an acceptable Traffic Control Plan. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions, he shall do so immediately and to whatever extent the Engineer deems advisable.

12. REMOVING TRAFFIC AND STREET SIGNS

The Contractor shall be responsible for maintaining and preserving all traffic and street signs. In the event it shall become necessary to remove or relocate a traffic or street sign, the Contractor shall notify the Engineer of all changes made. All signs removed shall be collected by the Contractor and removed to the Public Works yards. When work has been completed and prior to said area being opened to traffic, the Contractor shall notify the Engineer, who shall authorize replacement of all signs as necessary. The Contractor shall be responsible for the replacement of all signs lost or damaged due to his neglect.

13. SOIL INFORMATION

The Contractor shall make his own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining required excavations, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility.

14. SALVAGE

All salvage materials as noted in the plans and taken from any of the discarded facilities shall, at the discretion of the Owner, be carefully salvaged and delivered to the area designated by the Engineer. Any costs incurred in salvaging and delivering such items shall be considered incidental to project and no other compensation will be made.

15. LIQUIDATED DAMAGES

- a. Liquidated damages will be assessed in accordance with the following schedule:

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

- b. If the Contractor should fail to complete the work within the time specified in the Contract, he shall pay the Owner as liquidated damages, the amount per working day for each day that the work remains

Bidder Initials: RJM

uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by the Owner.

- c. The Contractor does hereby authorize the Owner to deduct such liquidated damages from the amount due, or to become due, the Contractor. The Contractor further agrees that any such deductions shall not in any degree release him from further obligations and liabilities in respect to the fulfillment of the entire Contract.
- d. Liquidated damages shall not be assessed the Contractor for unworkable days caused by weather conditions, or for any other days for which any extension of time will have been granted.

16. TIME EXTENSIONS

- a. Within four (4) hours of the start of a delay over which the Contractor had no control nor could have reasonably expected, the Contractor shall notify Owner of such delay. Initial notification may be verbal; however, written notification must be delivered within forty-eight (48) hours.
- b. A formal written request for an extension may be submitted to the Owner no later than forty-eight (48) hours following the end of the delaying occurrence. Said request shall include the date(s) and nature of the occurrence and the length of the requested extension. The Owner shall review the request and make a determination as to the length of an extension to be granted, if any.
- c. Time extensions for just cause shall not be unreasonably denied. However, extensions may not be granted as a result of conditions which should have been anticipated for the locality and season.

17. SCOPE OF WORK:

This project will consist of the following:

Shelter

- a. Remove and dispose existing 20' x 36 Picnic shelter.
- b. Furnish and install/construct specified 20'x36' Hip roof picnic shelter, or approved equal, to include design required footers.
- c. Contractor to supply to the owner copies of certified engineered drawings to meet local codes pertaining to wind and snow loads. This shall include complete structure design including foundation/footer.
- d. Salvage existing 110 Volt Electrical service and light. Connect service to 6 new GFCI receptacle outlets. Locate 1 in each column.
- e. All electrical shall be run and grounded per local code. No more than 2 receptacles per breaker. Existing breaker box to be re-located on shelter column.
- f. Provisions for electrical routing and mounting to be requested from supplier to prevent surface conduit. Receptacles to be inset and flush mounted.
- g. Powder Coating will be the only method accepted.

Concrete

- 2. Remove and replace existing concrete retaining wall and shelter pad.
- 3. Concrete pad minimum 4 inches thick. 1 ft. x 1 ft. thickened edge around the entire perimeter with 2 #5 rebar.
- 4. Replacement retainer wall to be 10 inches thick and 22 inches high along south side cornering along ends to pad mid-point. Wall to receive 4 #5 rebar. All exposed corners to be chamfered.
- 5. Concrete to have fibermesh and design mix as suggested from manufacturer and meets public works standards.
- 6. Sub-grade to be compacted under all concrete. Pad to receive 6 inches compacted road base.
- 7. All associated excavation, debris disposal and backfill by the contractor.
- 8. Any necessary irrigation, sod and site damage repairs to be repaired by the contractor.

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

Please show in both written and numeric values.

The Owner has considered the bid submitted by you for the above described work in response to its advertisement for bids dated **November 22nd and 29th**. You are the apparent successful Bidder and have been awarded a contract for the **New Washington Park Shelter, including specific bid schedules, total work, alternates or section or work awarded.**

Two (2) copies of the proposed contract accompany this Notice of Award. Additional copies of drawings and/or specifications can be made available to you upon request.

You are required per the Information for Bidders to execute this Notice of Award and Agreement and furnish one fully executed copy to the Owner, along with the required Contractor's Performance Bond and Certificates of Insurance, within fifteen (15) calendar days from the date of the Notice of Award, which is **Month, Day, Year.**

If you fail to execute said Notice of Award and Agreement and furnish said Bond(s) and Certificate(s) by the date specified, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

List any additional requirements and/or conditions for this project, if any:

--

These conditions must be complied with by the date specified above. Failure to comply within the specified time will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Bidder Initials: Rum
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Dated this ____ day of _____, 20____.

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox, City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made on the (day) ____ of (month/year) _____ by and between the City of Douglas, Wyoming, party of the first part hereinafter called the Owner, and (contractor) _____ party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Drawings and described in the specifications for (project description):

Supply and install (1) specified 20' x 36' picnic shelter with associated required concrete and electrical in Washington Park, Douglas Wy. Remove and dispose existing shelter. All associated site clean-up and repairs to disturbed areas and irrigation.

and other additional work to be made in accordance with the requirements and provisions of the contract documents which are hereby a part of the contract including the following documents which are incorporated by this reference:

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Forms:
	a. Bid -Schedule of Prices
	b. Signature Page
	c. Non-Collusion Affidavit - Construction
	d. Bid Bond - Construction
	e. Bidder's Checklist
	3. General Provisions - Construction
	4. Supplemental Conditions - Construction
	5. Wyoming Public Works Standard Specifications – included by reference
	6. Special Provisions
	7. Drawings
	8. Addenda
	9. Notice of Award - Construction
	10. Agreement Between Owner and Contractor
	11. Performance/Contractor's Bond - Construction
	12. Notice to Proceed - Construction
	13. Other:

The work is generally described as follows (detailed project description):

Remove and dispose of existing 20' x 36 Picnic shelter.

Furnish and install/construct specified 20'x36' Hip roof picnic shelter or approved equal, to include design required footers.

Electrical service, lighting and outlets.

Remove, dispose and replace concrete pad and retaining wall.

ARTICLE II - TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within thirty (30) calendar days after receipt of Notice to Proceed, weather permitting.
2. The number of days within which the work is to be completed begins on the date of the Notice to Proceed and is set forth below:

Substantial Completion	90 calendar days:
Final Completion	120 calendar days:

3. Time shall be of the essence of this contract. It is hereby agreed that in case all of the work called for in this contract is not completed at the time herein mentioned or at such time to which the period of completion may be extended, damages will be sustained by the Owner. It is agreed that the Contractor shall pay to the Owner as liquidated damages, the sum as noted in the supplementary conditions for each and every working day of additional time in excess of the contract time limit and any granted extension. The same shall be deducted from the amount due, or to become due, to the Contractor and such payments or deductions shall not in any way release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, or any right which the Owner may have claim, or sue for the recovery of compensation and damages for non-performance of this contract.

ARTICLE III - THE CONTRACT SUM

1. Except for adjustments as provided herein, the Owner shall pay the Contractor for the performance of the work, the unit price bid in the proposal, which amount shall be known as the contract sum.
2. The contract sum shall be equitably adjusted to cover changes in the work ordered by the Owner. Such increases or decreases in the contract sum shall be determined by agreement between the Owner and the Contractor as outlined in these specifications.
3. Owner shall pay Contractor in current funds for performance of the work in accordance with the contract documents, subject to additions and deductions by change order, the contract price of **Contract Price, written and numeric** values based on the unit and lump sum pries listed in the bid schedule.

Bidder Initials: RVm
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ARTICLE IV - PAYMENT PROCEDURES

1. Contractor shall submit applications for payment in accordance with the general conditions and supplementary conditions. Applications for payment will be processed as provided in the general conditions.
2. Progress Payments. Owner shall make progress payments on the basis of contractor's application for payment as recommended by the Owner's representative. Application for payment shall be prepared and submitted by Contractor by the 25th day of each month during the construction period. Owner shall make progress payments about the 45th day following submittal of the application for payment and approval of the application for payment by Owner. All progress payments will be on the basis of the progress of the work measured by the schedule of values.
3. Retainage. Progress payments will be made in an amount equal to 90% of the work completed, and 90% of Invoice cost of materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made.
4. Final Payments. Upon final completion and acceptance of the work in accordance with the general conditions, Owner shall pay the remainder of the contract price as recommended by the Owner's representative.

ARTICLE V - EXTRA WORK

If a written order is made by the Owner, directing the performance of any work not covered by the drawings or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a cost-plus-percentage basis of payment as follows:

1. The CONTRACTOR shall be reimbursed for the cost of doing the extra work and shall receive an additional fifteen percent (15%) of the cost of the work to cover his overhead and profit.
2. The cost of the extra work shall include labor at the wage rates and supplements fixed in the contract, materials utilized in the work, sales tax, the use of power tools and equipment during periods of actual use, power, heat, lights, pro rata charges for foremen, approved subcontractors, workmen's compensation insurance, and premiums for additional insurance coverage required for the extra work.
3. Among the items considered as overhead include: insurance other than mentioned above, bonds, superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, field office expenses, and general office expenses.
4. The cost of the work done each day shall be submitted to the Owner's representative in a satisfactory form on the following day, and adjusted at once if necessary.
5. Monthly payments of all charges for extra work in any one month shall be made in full on or before the 15th of the succeeding month.
- 6.

ARTICLE VI - LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with the following schedule:

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF DOUGLAS – OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox, City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: RJM
Page 32 of 35

PERFORMANCE BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS: that _____ a(n) individual
– partnership – corporation – joint venture (circle one), hereinafter called Principal, and _____
_____, hereinafter call Surety, are held and firmly bound
unto the City of Douglas, Wyoming, hereinafter called Owner, in the penal sum of _____
_____ Dollars, (\$_____) in lawful money of the United States for the payment
of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that whereas, the Principal entered into a certain contract
with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made
a part hereof for the construction of: _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the
one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner
may incur in making good any default, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder
or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract
or to do the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each one of which shall
be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____

(SEAL)

PRINCIPAL: _____

BY: _____

(Witness as to Principal)

(Address)

Bidder Initials: Rum
Page 33 of 35

ATTEST:

SURETY: _____

BY: _____

(SEAL)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If **CONTRACTOR** is a Partnership, all partners should execute the BOND.

IMPORTANT: *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.*

**CITY OF DOUGLAS, WYOMING
NOTICE TO PROCEED
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Type of Contract	
Amount of Contract	\$

You are hereby notified to commence work on the referenced contract on or before **Month, Day, Year** and shall fully complete all of the work of said contract within **Number of Days, written and numeric** calendar days thereafter. Therefore, your completion and billing date is **Month, Day, Year**.

The contract provides for an assessment of the sum of **Amount, written and numeric** as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this ____ day of _____, 20____.

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

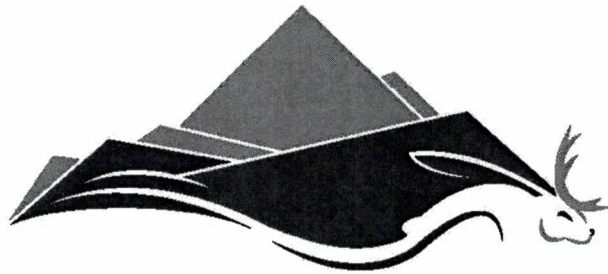
Name/Title: J.D. Cox, City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: AWM
Page 35 of 35



CITY OF DOUGLAS

Contract Documents, Project Manual, and Specifications for New Washington Park Shelter

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

City of Douglas Parks Dept.
420 W Grant St.
PO Box 1030
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
☒	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Forms:
☒	a. Bid -Schedule of Prices
☒	b. Signature Page
☒	c. Non-Collusion Affidavit - Construction
☒	d. Bid Bond - Construction
☒	e. Bidder's Checklist
☒	3. General Provisions - Construction
☒	4. Supplemental Conditions - Construction
☒	5. Wyoming Public Works Standard Specifications – included by reference
☒	6. Special Provisions
☒	7. Drawings
	8. Addenda
☒	9. Notice of Award - Construction
☒	10. Agreement Between Owner and Contractor
☒	11. Performance/Contractor's Bond - Construction
☒	12. Notice to Proceed – Construction
	13. Other:

All items checked are in this packet.

Bidder Initials: RS
Page 2 of 35

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – CONSTRUCTION
November 8th 2023

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from any sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation per W.S. 15-1-113(c).
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all proposed contract documents (including all addenda issued prior to receipt of bids, if applicable).
- E. The term “CONTRACTOR” means the individual person or company who is the successful Bidder and enters into a contract agreement with the Owner for the specified project.

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **New Washington Park Shelter** will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM MST on 12/13/23** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **Public works Parks Dept**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. A **Non-Mandatory** pre-bid conference will be held at **Public Works, 420 W Grant St.** on **December 6th at 1:30 PM**; prospective bidders are **Encouraged** to attend. Each bid must be submitted on the bid form and accompanied by bid security payable to the City of Douglas as prescribed in the bidding documents in an amount not less than five percent (5%) of the amount bid. The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the work as prescribed in the bidding documents. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Mary Nicol, Deputy City Clerk; Published: **November 22nd and 29th**, Douglas Budget

3. BID DOCUMENTS AND REQUIREMENTS

- A. Approved bidding documents will be available at the City of Douglas, **Public works Parks Dept 420 W Grant St**, Douglas Wyoming 82633, and, on the City of Douglas website, www.cityofdouglas.org, under “Bid Postings/Related Documents” section.

Bidder Initials: 

- B. Interested bidders must contact Parks Director Brandon Frye bfrye@cityofdouglas.org to be placed on the plan holders list. Confirmation of contact will be sent by email within 2 working days. Call Public Works Parks Department @ 307-358-9750 ext. 4 if you do not receive confirmation. Any addendums will be emailed only to those bidders on the plan holders list.
- C. Bidding documents shall state a minimum of:
- i. the location and description of the contemplated construction;
 - ii. provide an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished;
 - iii. an estimation of all labor and material reasonably necessary for the proper execution of the work;
 - iv. a schedule of items for which unit bid prices are asked, including appropriate places to indicate such prices;
 - v. a signature page;
 - vi. a non-collusion affidavit; and
 - vii. a bid bond form.
- D. All bids must be clearly marked New Washington Park Shelter with the Bidder's name and the time and date of the opening on the outside of the sealed envelope.**
- E. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other documents, he may submit to the Owner's representative a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids. Any interpretation of the proposed documents will be made by an addendum duly issued and a copy of such addendum will be mailed, faxed or delivered to each person receiving a set of the plans and specifications. Each bidder shall acknowledge receipt of each such addendum received in order to have the bid considered. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
- F. The successful Bidder will be required to adhere to:
- i. The General Requirements and Covenants contained in the "Wyoming Public Works Standard Specifications" (refer to "General Conditions – Construction", Section 1.);
 - ii. To all federal, state, and local laws, ordinances, rules, and regulations;
 - iii. To all bidding documents contained or referenced herein; and
 - iv. May be subject to the Wyoming Preference Act.
- G. The Bidder shall include in the unit bid prices any compensating tax that must be paid.
- H. A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount, including allowances and additive alternates, of the bid must accompany each bid, and must be payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will execute the Agreement.
- I. The Owner will allow a five percent (5%) preference to Wyoming residents. Bidders will supply a Certificate of Residency in compliance with the Wyoming Department of Labor and Statistics.

J. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

K. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4. QUALIFICATIONS OF BIDDERS.

A. The Bidder must be qualified in experience, financial status, and adequate equipment to do the work called for in the plans and specifications.

B. If required by Owner in order to demonstrate qualifications to perform the work, each Bidder, whether under contract or under consideration for award of a contract, must be prepared to submit within two (2) days of Owner's request written evidence such as:

- i. financial data;
- ii. previous experience;
- iii. previous project references;
- iv. present commitments; and
- v. any other such data as Owner may request, including evidence of authority to conduct business in the jurisdiction where the project is located.

C. Each bid will be considered a warrant of Bidder's qualification to do business in this state or covenant to obtain such qualification prior to award of the contract.

5. EXAMINATIONS OF SITE WORK, PLANS, AND SPECIFICATIONS

A. The Bidder will carefully examine the site(s), including material site(s), of the proposed work, and the Bidding Documents including the proposal, plans, general and supplementary conditions, standard specifications, special provisions, addenda, and contract forms. The submission of a bid shall be conclusive evidence that the Bidder has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, materials to be supplied and equipment and labor to be used, and the requirements of the Bidding Documents for performance of the work in full.

B. The Bidder must be familiar with the following, and no plea of misunderstanding or ignorance of the law will be considered:

- i. All Federal, State, and local laws and ordinances and regulations which in any manner might affect those engaged or employed in the work; and
- ii. The materials, equipment or procedures used in the work or which in any other way would affect the conduct of the work.

C. The Bidder shall determine from his examination the methods, materials, labor and equipment required to perform the work in full.

D. The quantities, for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the Owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of the performance bond.

Bidder Initials: 

- E. If in the performance of the work, the Bidder determines that methods, materials, labor and/or equipment are required beyond those anticipated, the Bidder will not be entitled to additional compensation.

6. PRE-BID MEETING/SITE TOUR

- A. A pre-bid meeting and/or site tour will be held at **Public Works 420 W Grant at 1:30 December 6th**. This meeting is **Not Mandatory** and bidders are **Encouraged** to attend.

7. REQUIREMENTS OF SUCCESSFUL BIDDER.

- A. The Bidder whose proposal is accepted shall, within fifteen (15) calendar days after receiving notice of award, execute the agreement in accordance with the bidding documents, and shall further furnish a satisfactory bond, conditional for the faithful performance of the contract and for the payment of all obligations as required by W.S. §16-6-112(a) (Public Works and Contracts), in the amount of one hundred percent (100%) of the Contract amount, and executed on the forms contained herewith.
- B. The Bidder shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance. The Bond shall remain in full force and effect through the guarantee period.
- C. In the event the Bidder fails or neglects to execute the Contract as required, the Owner will consider that the Bidder has abandoned the Contract, and the bid bond accompanying his or her bid may be immediately forfeited to the Owner as liquidated damages for such failure or neglect.
- D. Prior to signing the Contract, the successful Bidder shall submit an overall construction schedule for the project. This construction schedule shall begin with the proposed date of signing the Contract. The completion date shall be the date specified in the Contract.
- E. Prior to the commencement of any work, the successful Bidder must ensure that all requirements of Douglas Municipal Code are met, including but not limited to obtaining all required building and construction permits, contractor licenses and permits, and any other applicable required licenses, permits, and/or permissions. Bidder shall contact the Community Development Department to verify necessary requirements and obtain necessary licenses and permits.

8. REQUIREMENTS OF THE OWNER.

- A. The remaining checks or bid bonds will be returned to the unsuccessful Bidders within seven (7) days after the Owner and the accepted Bidder have executed the contract.

9. GENERAL PROVISIONS AND INTERPRETATION OF DOCUMENTS

- A. The Owner reserves the right to reject any and/or all bids, to waive as an informality any irregularities contained in a bid, and accept any bid which best serve the interest of the City of Douglas
- B. A Bidder may withdraw his or her proposal at any time prior to the time set for the opening of the bids without penalty
- C. The Owner expressly reserves the right to increase or decrease the quantities during construction.

Bidder Initials: 

- D. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- E. Any interpretation or correction of any of the bidding documents will be made only by written addendum. Receipt of each addendum shall be acknowledged in the bid proposal.
- F. If any Bidder is in doubt as to the true meaning of any part of the bidding documents, he or she may submit to the Owner a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids.
- G. The Owner will not be responsible for verbal answers to any inquiries regarding the meaning of the Bidding Documents which may be given prior to the award of the Contract.
- H. No change shall be made in the wording of the bidding documents. Any explanatory matter which the Bidder may wish to submit shall be in the form of a separate letter accompanying the bid proposal.
- I. The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be submitted in writing to the Contractor by the Owner and shall not be considered as a waiver of any conditions of the successful Contractor nor invalidate any of the provisions thereof.
- J. When alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started.
- K. The policy of the Owner is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact.
- L. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the American's with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to the City Administrator, City of Douglas ADA Coordinator, at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
- M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION: **New Washington Park Shelter**

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 12/8/23
 - b. Addendum No. Dated
 - Addendum No. Dated
5. Bidder has examined the site and locality where the work is to be performed, the federal, state and local laws and regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder Initials: RA
Page 8 of 35

6. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Delta Wye, Inc.
Address	1209 Energy St.
City/State/Zip	Gillett, WY 82714
Phone No.	307.660.9473
Email	deltawyecinc@gmail.com
Fax No.	N/A

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	Seventy-one thousand, four hundred dollars. \$71,400.00	\$71,400.00
2.	Remove and dispose existing Shelter	Lump Sum	Sixteen thousand, three hundred fifty dollars \$16,350.00	\$16,350.00
3.	Remove and replace Concrete pad and retaining wall.	Lump Sum	Forty-two thousand, three hundred fifty dollars. \$42,350.00	\$42,350.00
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

\$130,100.00 One hundred thirty thousand, one hundred dollars.

BIDDER:

Delta Wye, Inc
NAME OF COMPANY

Red Hendrickson
NAME OF INDIVIDUAL COMPLETING BID

[Signature]
SIGNATURE OF INDIVIDUAL COMPLETING BID

12/13/23
DATE OF BID SUBMISSION

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

Business Address: _____ (General Partner) Phone: _____

A CORPORATION

By: Delta Energy Inc. of WY
(Corporation Name) (State of Incorporation)

By: [Signature] Red Hendrickson, Pres.
(Signature) (Title)

ATTEST: [Signature] (Corporate Seal)

Business Address: 1209 Energy St. Phone: 307-660-9473
Gille Hk, WY 82716

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF WY)
) ss.
COUNTY OF Campbell)

NON-COLLUSION AFFIDAVIT

Red Hendrickson, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: [Signature]

Subscribed and sworn to before me this 12th day of Dec., 2023.

(Seal) T. MASSIE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 151705
MY COMMISSION EXPIRES: 04/15/2028

My Commission expires: 4/15/28

[Signature]
Notary Public in and for the State of WY
residing at Campbell Co.

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DELTA WYE, INC. as Principal, and AMERICAN ALTERNATIVE INSURANCE CORPORATION, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent (5%) of the Total Amount of the Bid, for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 13th day of December, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: DELTA WYE, INC.

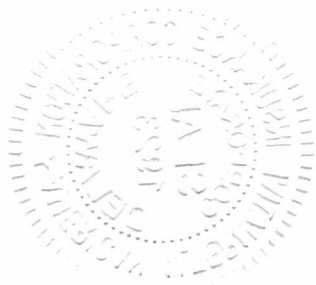
By: T. Massie, G.M.



SURETY: AMERICAN ALTERNATIVE INSURANCE CORPORATION

By: Douglas J. Rothery, Attorney-in-Fact (seal)

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Cynthia M. Burnett; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of December, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show Total bid price in both words and figures.
2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
5. Certificate of Residency
6. Other: _____

The following forms are to be executed after the contract is awarded:

1. Contract: This agreement is to be executed by the successful Bidder.
2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
4. Other: _____

GENERAL CONDITIONS - CONSTRUCTION

1. STANDARD SPECIFICATIONS

Where the word "specifications" is used herein and is not preceded by the word "standard", it is being used as a general term to include the general conditions, supplementary conditions, standard specifications, special provisions and other applicable project documents.

The "Wyoming Public Works Standard Specifications" as prepared by the Wyoming Public Works Specifications Committee shall be hereinafter referred to as the "standard specifications" and said standard specifications together with the laws of the State of Wyoming, and the Ordinances and Codes of the City of Douglas, so far as applicable, are hereby included in these specifications as though quoted in their entirety and shall apply except as amended or superseded by these contract documents.

Copies of the standard specifications are on file in the Public Works Department, 420 West Grant, Douglas, Wyoming; at the Community Development Department, 101 N. 4th Street, Douglas, Wyoming; and on the City of Douglas website, www.cityofdouglas.org, under "Departments & Services/Public Works & Utilities/Wyoming Public Works Standards & Specs", where they may be examined and consulted by any interested party.

Wherever reference is made in the Standard Specifications to the Owner, such reference shall be construed to mean the City of Douglas, and where reference is made to the Engineer, such reference shall be construed to mean the City Engineer or other designated representative of the City of Douglas.

2. HEADINGS

Headings to parts, sections, forms, articles, and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of the contract documents.

3. ORDER OF PRECEDENCE

In cases of conflicting information, the order of precedence shall be the Supplementary Conditions, which shall take precedence over the construction drawings, which shall take precedence over the special provisions, which shall take precedence over the general conditions, which shall take precedence over the standard specifications unless indicated otherwise by the Engineer.

4. FIELD CHANGES

Any alterations or variances from the plans, except minor adjustments in the field to meet existing conditions, shall be requested in writing and may not be instituted until approved by the Owner's representative.

5. PROTECTION OF PUBLIC AND PRIVATE UTILITIES AND FACILITIES

The Contractor shall support and protect by timbers, or otherwise, all pipes, conduits, poles, wires, or other apparatus which may be in any way affected by the work, and do everything to support, sustain and protect the same, under, over, along or across said work. In case any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same and all expense incurred for such repairs shall be charged to the Contractor.

Bidder Initials: 

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The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property, by reason of breaking any water, sewer or gas pipe, electric conduit, or other utility by, or through, negligence of the Contractor.

6. UTILITY LOCATES

Location and dimensions shown on the plans for existing underground facilities are in accordance with the best available information without uncovering and measuring. The Owner does not guarantee the size and location of existing facilities.

The Contractor shall be responsible for requesting locates with the utility companies as to the location of such utilities within the area of work. Plans show the general horizontal location of all underground utilities based on information provided by others. Failure to show the location of any utility on the plans shall not relieve the Contractor from the responsibilities above. The vertical location of conflicting utilities shall be conducted by the Contractor by pot holing random locations selected by the Engineer prior to any major excavation activities. It shall be solely the responsibility of the Contractor to fully coordinate work with utility companies.

It shall be the Contractor's responsibility to arrange for utility locates forty-eight (48) hours prior to any excavation.

Call Before You Dig	1-800-849-2476
Wyoming One-Call	1-800-348-1030

7. TRAFFIC CONTROL

The Contractor shall be responsible for maintenance, control and safe-guarding of traffic within, and immediately abutting, the project as further defined herein, and as may otherwise be provided in the supplementary conditions.

The posting of flagmen, advance warning signs, barricades, traffic cones, flashers, etc., shall be in accordance with the current edition of Part VI in the "Manual on Uniform Traffic Control Devices for Streets and Highways" prepared by the National Joint Committee on Uniform Traffic Control.

The Contractor shall, at his own expense, provide all signs, barricades, guards, construction warnings, and night lights for work zone traffic control in order to protect the public at all times from injury as a result of his operations. If the Contractor should fail to maintain sufficient lights and barricades, any costs incurred by the Owner for furnishing such items will be deducted from payments due to the Contractor.

Detours within the limits of the project, such as on side street crossings, traffic channelization utilizing one lane of the traveled way for two-way traffic, shall be the responsibility of the Contractor, the costs of which shall be included in the unit bid price and no special compensation will be made.

Emergency traffic such as police and fire shall be provided reasonable access at all times. The Contractor shall be liable for any damages which may result from his failure to provide such reasonable access.

8. PUBLIC CONVENIENCE

Streets may not be closed to through traffic unless elsewhere specified in these specifications or, authorized by the Owner's representative. Streets shall not be closed to traffic unless such closures are made in such a

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manner as to provide maximum public safety and public convenience. Streets shall be opened to through traffic on weekends, holidays, evenings, and such times as the work has been completed, or as specified by the Owner's representative.

Local traffic shall be provided access to private property at all times, except during those stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placement of asphalt paving and deep sewer excavations which prohibit safe travel of vehicular traffic.

9. PAYMENT TO THE CONTRACTOR

The method of measurement and basis of payment will be as provided in the standard specifications and special provisions. Payments to be made to the Contractor will be made in the manner stipulated in the Agreement, these general conditions and supplementary conditions.

Applications for payment shall be submitted in two parts, consisting of an invoice and, a progress estimate. Progress estimates will be made by the Contractor, submitted to and concurred by the Owner's representative for work completed and/or materials on hand. Invoices will be made by the Contractor, and submitted to the City Finance Department.

Invoices shall be for the full amount indicated in the progress estimate. Adjustments for conditions differing from those reported in the progress estimate and/or for retainage to be withheld shall be determined by the Owner's representative and recommended to the City Council.

Applications for Payment must be submitted by the twenty-fifth (25th) day of each month for presentation to the City Council for their approval at the first scheduled Council Meeting of the following month.

10. FINAL PAYMENT

Application for Final Payment may not be made until the Owner has accepted the work as complete in accordance with the plans and specifications of the Contract. The Application for Final Payment shall request payment of any remaining amounts due, including retainages previously withheld

Actual Final Payment may not be made until the requirements of W.S. §16-6-116, concerning public notices and a mandatory waiting period and W.S. §16-6-117, concerning the contractor's statement, have been met.

In accordance with W.S. 16-6-116, upon receipt of Application for Final Payment, the Owner shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried out, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice indicating that the work has been accepted by the Owner in accordance with the plans and specifications and the contractor is entitled to final settlement. The notice shall also state that the Contractor will be paid the full amount due under the contract upon the 41st day following first publication of the notice and, will specify such date. This section does not relieve the Contractor and the sureties of his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

In accordance with W.S. §16-6-117, after acceptance of the work by the Owner and before Final Payment may be made, the Contractor shall file with the City of Douglas Administrative Services Department a sworn

Bidder Initials: RL
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statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. The sworn statement shall state any disputed claim for material and/or labor and, the amount disputed shall be deducted from the final payment and retained by the Owner until the determination of the dispute, either by judicial action or consent of the parties, and then paid to the persons found entitled thereof.

11. SCHEDULING OF WORK

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer, if requested, an estimated construction progress schedule in form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various pay items of work required under the contract documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in preparing any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions or deductions from the contract.

Should it become evident that the Contractor may fall behind the construction schedule, the Contractor shall submit a revised schedule indicating operations, methods, overtime, or additional labor by which lost time will be made up. Payments of future estimates will be withheld until an approved schedule has been submitted. Execution of the work according to the accepted schedule of completion, or approved modification, is hereby made an obligation of the contract.

Time lost due to non-working days, i.e., adverse weather conditions, etc., shall not excuse the obligation of the Contractor to adhere to the original, or revised, schedule of completion.

12. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall procure and maintain for the duration of the contract, **and for one (1) year thereafter**, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

13. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation Insurance:** As required by the State of Wyoming.
- d. **Builder's Risk:** At the option of the Owner, (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

e. **Surety Bonds** as described below.

- i. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - ii. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- f. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
- g. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Owner.
- h. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, and/or equipment furnished in connection with such work and/or operations, and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- i. A copy of the insurance policy, together with a copy of the endorsement naming the Owner as an additional insured, shall be provided to the Owner prior to commencement of work.

14. "ACT OF GOD"

"Act of God" means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. A heavy rain, windstorm, high water, or other natural phenomenon of unusual intensity for the specific locality of the work, which might have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

15. "OR EQUAL"

Where the term "or equal" is used herein, the Owner, or the Owner on recommendation of the Engineer, shall be the sole judge of the quality and suitability of the proposed substitution.

16. WRITTEN NOTICE

- a. Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual, or to a partner of the firm, or to an officer of the Corporation, or a member of the Joint Venture, of the Contractor, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.

Bidder Initials: 

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- b. Written notice to the Owner shall be deemed to have been duly served if delivered in person to an executive official of the Owner or the Owner's Representative, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.

17. BID BOND

Each bid must be accompanied by a bid bond on the forms included herewith, equal to five percent (5%) of the bid amount executed by a Surety or Guarantee Company authorized to do business in the State of Wyoming, naming the Owner as payee and providing for full forfeiture in the event bidder shall:

- a. Fail to execute contract documents within 30 days following the letting of the bid;
- b. Fail to proceed with the performance of the contract; or
- c. Fail to provide an acceptable Performance/Contractor's Bond.

A cashier's check or irrevocable letter of credit drawn upon a Wyoming banking institution and payable to the Owner may be substituted for a bid bond on bids less than \$100,000.00 (W.S. §15-1-113(f)). No bid will be considered unless accompanied by bid bond.

18. PERFORMANCE/CONTRACTOR'S BOND

The successful bidder shall furnish to the Owner a Performance/Contractor's bond on the forms included within, as set forth in W.S. §15-1-113 and 16-6-112, in an amount equal to the amount of the bid, executed by a Surety or Guaranty Company authorized to do business in the State of Wyoming. In the event the bid is less than \$100,000.00, other forms of guarantee may be submitted subject to the prior acceptance and approval of the Owner. This bid and all subsequent contracts or agreements are subject to the provisions of W.S. §15-1-113 as amended, which statute is incorporated herein by this reference.

19. WYOMING STATUTES 16-6-101 et seq. {Public Works and Contracts}

This bid and all contracts or agreements entered into pursuant to this bid are subject to the provisions of W.S. §16-6-101 et seq. as amended. The successful Bidder shall be responsible to comply with said statute in all respects.

20. CONTRACTOR'S OBLIGATION

Contractor, subcontractors, and suppliers conducting business with the Owner shall affirm and subscribe to the Fair Practices and Non-Discrimination policies of the Owner.

21. COMPLETION AND ACCEPTANCE

Prior to acceptance, the Contractor must provide a written request that the Owner inspect the work for completion. Upon finding all specified work has been completed with the exception of minor items such as cleanup, and other items deemed by the Owner to be minor in nature and, the Owner may receive full beneficial use of all the work, the Owner shall certify the work to be substantially complete and shall provide a written, Notice of Substantial Completion, to the Contractor along with a "punch list" of deficiencies for correction by the Contractor, with a required completion date. Upon such notice, the Contractor shall relinquish full beneficial use to the Owner, the Contractor's one year guarantee period shall commence, accrual of time against the project shall stop. If all corrective work has not been completed by the stipulated date, time accrual shall recommence and will continue until the work is completed. The Contractor shall submit additional requests for inspection, as necessary. The Owner, following the Contractor's initial or

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subsequent request for inspection and upon finding that all requirements have been satisfied and that no additional corrections are required, shall recommend to the Mayor and City Council that the work be accepted and final payment procedures pursuant to W.S. 16-6-116 be initiated.

CITY OF DOUGLAS
SUPPLEMENTARY CONDITIONS – CONSTRUCTION

Supplementary conditions hereinafter contained supersede any conflicting provisions of the general conditions, and the foregoing amendments to the general conditions are hereby made a part of this contract.

1. SUBCONTRACTORS AND SUPPLIERS

A list of subcontractors and suppliers that will be involved with this project shall be given to the Engineer for review and approval immediately after the contract has been awarded. This list must be received by the Owner before the contracts may be signed.

2. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Owner, the Contractor(s), Engineer, all subcontractors, utility companies, Police Department, Fire Department, and other interested parties shall attend a pre-construction conference, time, place and date to be determined after awarding the contract(s). Subsequently, a representative of the Contractor shall attend (if requested) a weekly conference to review progress and discuss any problems that may be incurred.

3. OWNER'S REPRESENTATIVE

The name, business address, telephone number and fax number of the Owner's representative for this project are:

Name	Brandon Frye
Mailing Address	P.O. Box 1030
Physical Address	710 E Richards St. North building
City/State/Zip	Douglas, WY. 82633
Phone	307-358-9750
Email	bfrye@cityofdouglas.org

4. SANITATION FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations as enforced. The Contractor shall not allow such facilities to become a public nuisance. All expenses incurred in supplying access, parking, and sanitation facilities shall be considered as incidental to the project and no compensations will be made.

5. STATE SALES TAX

The Owner is exempt from the payment of sales tax on all items.

6. DELIVERY OF TICKETS

All delivery tickets that are required for the purpose of calculating quantities for payment must be received by the Owner at the time of delivery.

- a. By Truck:
 - i. Delivery tickets must show type of material, gross weight, tare weight, truck number, date, and Inspector's initials in order to be considered for payment.

Bidder Initials: RF
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7. EASEMENT AND RIGHTS-OF-WAY

The Owner will obtain all easements and franchises required for the project. Contractor shall limit his operation to the areas obtained and shall not trespass on private property.

8. LAND PROVIDED BY OWNER

The Owner may provide certain lands, as indicated in connection with the work under the contract, together with the right of access to such lands. The Contractor shall not unreasonably encumber the premises with his equipment or materials.

9. LAND PROVIDED BY CONTRACTOR

The Contractor shall provide, with no liability to the Owner, any additional land and access thereto not shown or described that may be required for temporary construction facilities or storage of materials. The Contractor shall construct all access roads, detour roads or other temporary works as required by his operations. The Contractor shall confine his equipment, storage of materials, and operations of his workers to those areas shown and described and such additional areas as he may provide.

10. RESTORATION OF STRUCTURES AND SURFACES

- a. **GENERAL:** All construction work under this Contract on rights-of-ways, easements, over private property or franchise, shall be confined to the limits of such easement, right-of-way, or franchise. All work shall be accomplished so as to cause the least amount of disturbance and a minimum amount of damage. The Contractor shall schedule his work so that trenches across easements shall not be left open on weekends or holidays or be left open for more than twenty-four (24) hours. Trenches that will present a danger to vehicular or pedestrian traffic will be closed at the end of each day's work.
- b. **STRUCTURES:** The CONTRACTOR shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. The Contractor shall also repair all existing structures which may be damaged as a result of the work under this contract.
- c. **EASEMENTS - CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:** All cultivated areas, either agricultural or lawns, and other surface improvements which are damaged by actions of the Contractor, shall be restored as nearly as possible to their original condition.
 - i. Prior to excavation on an easement or private right-of-way, the Contractor shall strip topsoil from the trench or construction area and stockpile it in a manner such that it may be replaced by the Contractor upon completion of construction.
 - ii. Ornamental trees and shrubbery shall be carefully removed, with the earth surrounding their roots wrapped in burlap and replanted in their original positions within twenty-four (24) hours, or as soon as practical.
 - iii. All shrubbery or trees destroyed or damaged shall be replaced by the Contractor with material of equal quality at no additional cost to the Owner.
 - iv. In the event that it is necessary to trench through any lawn areas, the sod shall be carefully cut and rolled and replaced after the trenches are backfilled. The lawn area shall then be cleaned of earth and debris by sweeping or other means.

- v. All fences, markers, mailboxes or other temporary structures shall be removed by the Contractor and immediately replaced in their original positions after the trench has been backfilled.
 - vi. The Contractor shall notify the Engineer and property owner at least twenty-four (24) hours in advance of any work done on easements or private rights-of-way.
- d. **STREETS:** The Contractor shall assume all responsibility for restoration of the surface of all streets (traveled ways) used by him and damaged.

11. PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC

The Contractor shall take every precaution to protect vehicular and pedestrian traffic. Prior to the start of construction, the Contractor shall provide in writing to the Engineer an acceptable Traffic Control Plan. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions, he shall do so immediately and to whatever extent the Engineer deems advisable.

12. REMOVING TRAFFIC AND STREET SIGNS

The Contractor shall be responsible for maintaining and preserving all traffic and street signs. In the event it shall become necessary to remove or relocate a traffic or street sign, the Contractor shall notify the Engineer of all changes made. All signs removed shall be collected by the Contractor and removed to the Public Works yards. When work has been completed and prior to said area being opened to traffic, the Contractor shall notify the Engineer, who shall authorize replacement of all signs as necessary. The Contractor shall be responsible for the replacement of all signs lost or damaged due to his neglect.

13. SOIL INFORMATION

The Contractor shall make his own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining required excavations, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility.

14. SALVAGE

All salvage materials as noted in the plans and taken from any of the discarded facilities shall, at the discretion of the Owner, be carefully salvaged and delivered to the area designated by the Engineer. Any costs incurred in salvaging and delivering such items shall be considered incidental to project and no other compensation will be made.

15. LIQUIDATED DAMAGES

- a. Liquidated damages will be assessed in accordance with the following schedule:

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

- b. If the Contractor should fail to complete the work within the time specified in the Contract, he shall pay the Owner as liquidated damages, the amount per working day for each day that the work remains

Bidder Initials: *W*

uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by the Owner.

- c. The Contractor does hereby authorize the Owner to deduct such liquidated damages from the amount due, or to become due, the Contractor. The Contractor further agrees that any such deductions shall not in any degree release him from further obligations and liabilities in respect to the fulfillment of the entire Contract.
- d. Liquidated damages shall not be assessed the Contractor for unworkable days caused by weather conditions, or for any other days for which any extension of time will have been granted.

16. TIME EXTENSIONS

- a. Within four (4) hours of the start of a delay over which the Contractor had no control nor could have reasonably expected, the Contractor shall notify Owner of such delay. Initial notification may be verbal; however, written notification must be delivered within forty-eight (48) hours.
- b. A formal written request for an extension may be submitted to the Owner no later than forty-eight (48) hours following the end of the delaying occurrence. Said request shall include the date(s) and nature of the occurrence and the length of the requested extension. The Owner shall review the request and make a determination as to the length of an extension to be granted, if any.
- c. Time extensions for just cause shall not be unreasonably denied. However, extensions may not be granted as a result of conditions which should have been anticipated for the locality and season.

17. SCOPE OF WORK:

This project will consist of the following:

Shelter

- a. Remove and dispose existing 20' x 36 Picnic shelter.
- b. Furnish and install/construct specified 20'x36' Hip roof picnic shelter, or approved equal, to include design required footers.
- c. Contractor to supply to the owner copies of certified engineered drawings to meet local codes pertaining to wind and snow loads. This shall include complete structure design including foundation/footer.
- d. Salvage existing 110 Volt Electrical service and light. Connect service to 6 new GFCI receptacle outlets. Locate 1 in each column.
- e. All electrical shall be run and grounded per local code. No more than 2 receptacles per breaker. Existing breaker box to be re-located on shelter column.
- f. Provisions for electrical routing and mounting to be requested from supplier to prevent surface conduit. Receptacles to be inset and flush mounted.
- g. Powder Coating will be the only method accepted.

Concrete

- 2. Remove and replace existing concrete retaining wall and shelter pad.
- 3. Concrete pad minimum 4 inches thick. 1 ft. x 1 ft. thickened edge around the entire perimeter with 2 #5 rebar.
- 4. Replacement retainer wall to be 10 inches thick and 22 inches high along south side cornering along ends to pad mid-point. Wall to receive 4 #5 rebar. All exposed corners to be chamfered.
- 5. Concrete to have fibermesh and design mix as suggested from manufacturer and meets public works standards.
- 6. Sub-grade to be compacted under all concrete. Pad to receive 6 inches compacted road base.
- 7. All associated excavation, debris disposal and backfill by the contractor.
- 8. Any necessary irrigation, sod and site damage repairs to be repaired by the contractor.

Bidder Initials: RA

Page 26 of 35

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

Please show in both written and numeric values.

The Owner has considered the bid submitted by you for the above described work in response to its advertisement for bids dated **November 22nd and 29th**. You are the apparent successful Bidder and have been awarded a contract for the **New Washington Park Shelter, including specific bid schedules, total work, alternates or section or work awarded.**

Two (2) copies of the proposed contract accompany this Notice of Award. Additional copies of drawings and/or specifications can be made available to you upon request.

You are required per the Information for Bidders to execute this Notice of Award and Agreement and furnish one fully executed copy to the Owner, along with the required Contractor's Performance Bond and Certificates of Insurance, within fifteen (15) calendar days from the date of the Notice of Award, which is **Month, Day, Year**.

If you fail to execute said Notice of Award and Agreement and furnish said Bond(s) and Certificate(s) by the date specified, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

List any additional requirements and/or conditions for this project, if any:

--

These conditions must be complied with by the date specified above. Failure to comply within the specified time will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Bidder Initials: RL
Page 27 of 35

Dated this ____ day of _____, 20____.

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox, City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: RA

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made on the (day) ____ of (month/year) _____ by and between the City of Douglas, Wyoming, party of the first part hereinafter called the Owner, and (contractor) _____ party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Drawings and described in the specifications for (project description):

Supply and install (1) specified 20' x 36' picnic shelter with associated required concrete and electrical in Washington Park, Douglas Wy. Remove and dispose existing shelter. All associated site clean-up and repairs to disturbed areas and irrigation.

and other additional work to be made in accordance with the requirements and provisions of the contract documents which are hereby a part of the contract including the following documents which are incorporated by this reference:

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Forms:
	a. Bid -Schedule of Prices
	b. Signature Page
	c. Non-Collusion Affidavit - Construction
	d. Bid Bond - Construction
	e. Bidder's Checklist
	3. General Provisions - Construction
	4. Supplemental Conditions - Construction
	5. Wyoming Public Works Standard Specifications – included by reference
	6. Special Provisions
	7. Drawings
	8. Addenda
	9. Notice of Award - Construction
	10. Agreement Between Owner and Contractor
	11. Performance/Contractor's Bond - Construction
	12. Notice to Proceed - Construction
	13. Other:

Bidder Initials: RH

The work is generally described as follows (detailed project description):

Remove and dispose of existing 20' x 36 Picnic shelter.

Furnish and install/construct specified 20'x36' Hip roof picnic shelter or approved equal, to include design required footers.

Electrical service, lighting and outlets.

Remove, dispose and replace concrete pad and retaining wall.

ARTICLE II - TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within thirty (30) calendar days after receipt of Notice to Proceed, weather permitting.
2. The number of days within which the work is to be completed begins on the date of the Notice to Proceed and is set forth below:

Substantial Completion	90 calendar days:
Final Completion	120 calendar days:

3. Time shall be of the essence of this contract. It is hereby agreed that in case all of the work called for in this contract is not completed at the time herein mentioned or at such time to which the period of completion may be extended, damages will be sustained by the Owner. It is agreed that the Contractor shall pay to the Owner as liquidated damages, the sum as noted in the supplementary conditions for each and every working day of additional time in excess of the contract time limit and any granted extension. The same shall be deducted from the amount due, or to become due, to the Contractor and such payments or deductions shall not in any way release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, or any right which the Owner may have claim, or sue for the recovery of compensation and damages for non-performance of this contract.

ARTICLE III - THE CONTRACT SUM

1. Except for adjustments as provided herein, the Owner shall pay the Contractor for the performance of the work, the unit price bid in the proposal, which amount shall be known as the contract sum.
2. The contract sum shall be equitably adjusted to cover changes in the work ordered by the Owner. Such increases or decreases in the contract sum shall be determined by agreement between the Owner and the Contractor as outlined in these specifications.
3. Owner shall pay Contractor in current funds for performance of the work in accordance with the contract documents, subject to additions and deductions by change order, the contract price of **Contract Price, written and numeric** values based on the unit and lump sum pries listed in the bid schedule.

Bidder Initials: 

ARTICLE IV - PAYMENT PROCEDURES

1. Contractor shall submit applications for payment in accordance with the general conditions and supplementary conditions. Applications for payment will be processed as provided in the general conditions.
2. Progress Payments. Owner shall make progress payments on the basis of contractor's application for payment as recommended by the Owner's representative. Application for payment shall be prepared and submitted by Contractor by the 25th day of each month during the construction period. Owner shall make progress payments about the 45th day following submittal of the application for payment and approval of the application for payment by Owner. All progress payments will be on the basis of the progress of the work measured by the schedule of values.
3. Retainage. Progress payments will be made in an amount equal to 90% of the work completed, and 90% of Invoice cost of materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made.
4. Final Payments. Upon final completion and acceptance of the work in accordance with the general conditions, Owner shall pay the remainder of the contract price as recommended by the Owner's representative.

ARTICLE V - EXTRA WORK

If a written order is made by the Owner, directing the performance of any work not covered by the drawings or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a cost-plus-percentage basis of payment as follows:

1. The CONTRACTOR shall be reimbursed for the cost of doing the extra work and shall receive an additional fifteen percent (15%) of the cost of the work to cover his overhead and profit.
2. The cost of the extra work shall include labor at the wage rates and supplements fixed in the contract, materials utilized in the work, sales tax, the use of power tools and equipment during periods of actual use, power, heat, lights, pro rata charges for foremen, approved subcontractors, workmen's compensation insurance, and premiums for additional insurance coverage required for the extra work.
3. Among the items considered as overhead include: insurance other than mentioned above, bonds, superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, field office expenses, and general office expenses.
4. The cost of the work done each day shall be submitted to the Owner's representative in a satisfactory form on the following day, and adjusted at once if necessary.
5. Monthly payments of all charges for extra work in any one month shall be made in full on or before the 15th of the succeeding month.
- 6.

ARTICLE VI - LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with the following schedule:

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF DOUGLAS – OWNER**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox, City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: 
Page 32 of 35

PERFORMANCE BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS: that _____ a(n) individual
- partnership - corporation - joint venture (circle one), hereinafter called Principal, and _____
_____, hereinafter call Surety, are held and firmly bound
unto the City of Douglas, Wyoming, hereinafter called Owner, in the penal sum of _____
_____ Dollars, (\$ _____) in lawful money of the United States for the payment
of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that whereas, the Principal entered into a certain contract
with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made
a part hereof for the construction of: _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the
one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner
may incur in making good any default, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder
or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract
or to do the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each one of which shall
be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____

PRINCIPAL: _____

(SEAL)

BY: _____

(Witness as to Principal)

(Address)

Bidder Initials: _____

Page 33 of 35

ATTEST:

SURETY: _____

BY: _____

(SEAL)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If **CONTRACTOR** is a Partnership, all partners should execute the BOND.

IMPORTANT: *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.*

Bidder Initials: *RK*

**CITY OF DOUGLAS, WYOMING
NOTICE TO PROCEED
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Type of Contract	
Amount of Contract	\$

You are hereby notified to commence work on the referenced contract on or before **Month, Day, Year** and shall fully complete all of the work of said contract within **Number of Days, written and numeric** calendar days thereafter. Therefore, your completion and billing date is **Month, Day, Year**.

The contract provides for an assessment of the sum of **Amount, written and numeric** as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this ____ day of _____, 20____.

CITY OF DOUGLAS, OWNER

By: _____
SIGNATURE

Name/Title: J.D. Cox, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____
SIGNATURE

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: RA
Page 35 of 35



STATE OF WYOMING

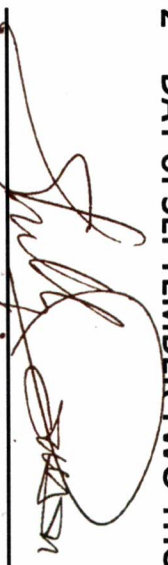
CERTIFICATE OF RESIDENCY



Contractor Number: 1296

DELTA WYE, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED. GRANTED THIS 2ND DAY OF SEPTEMBER TWO THOUSAND AND 23


Michele Johnson, Program Manager

EXPIRATION DATE: 9/1/2024

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0209202308



BID FORMS

PROJECT IDENTIFICATION:

New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 12/8/23
 - b. Addendum No. _____ Dated _____
 - Addendum No. _____ Dated _____
5. Bidder has examined the site and locality where the work is to be performed, the federal, state and local laws and regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder Initials: 

Page 8 of 35

6. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	JTL Group, Inc. dba Knife River
Address	PO Box 730
City/State/Zip	Casper, WY 82602
Phone No.	(307) 237-9346
Email	phillip.ostrander@kniferiver.net
Fax No.	(307) 234-7211

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- Contract: This agreement to be executed by the successful Bidder.
- Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: 

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	\$120,000.00 <i>one Hundred Twenty Thousand Dollars and zero cents</i>	\$120,000.00 <i>one Hundred Twenty Thousand Dollars and zero cents</i>
2.	Remove and dispose existing Shelter	Lump Sum	\$42,900.00 <i>Forty Two Thousand Nine Hundred Dollars and zero cents</i>	\$42,900.00 <i>Forty Two Thousand Nine Hundred Dollars and zero cents</i>
3.	Remove and replace Concrete pad and retaining wall.	Lump Sum	\$66,000.00 <i>Sixty Six Thousand Dollars and zero cents</i>	\$66,000.00 <i>Sixty Six Thousand Dollars and zero cents</i>
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

\$228,900.00 Two Hundred Twenty Eight Thousand Nine Hundred Dollars and zero cents.

BIDDER:

JTI Group, Inc. dba Knife River
NAME OF COMPANY

Rob Jongsma
NAME OF INDIVIDUAL COMPLETING BID

[Signature]
SIGNATURE OF INDIVIDUAL COMPLETING BID

12/13/23
DATE OF BID SUBMISSION

Bidder Initials: *[Signature]*
Page 10 of 35

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

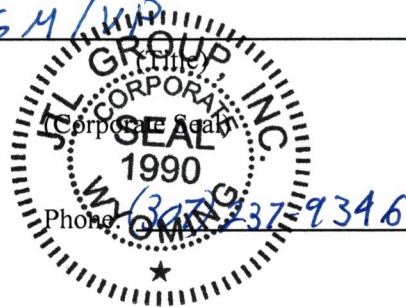
A CORPORATION

By: JTL Group, Inc. dba Knife River of Wyoming
(Corporation Name) (State of Incorporation)

By: [Signature] G M / K R
(Signature)

ATTEST: [Signature]

Business Address: PO Box 730
Casper, WY 82602



A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

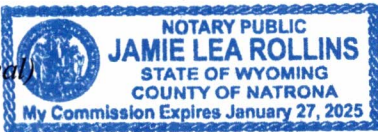
NON-COLLUSION AFFIDAVIT

Robert Jongsma, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: _____

Subscribed and sworn to before me this 8 day of December, 2023.

(Seal)



Jamie Rollins
Notary Public in and for the State of Wyoming
residing at Natrona

My Commission expires: 01-27-25

City of Douglas Parks Department

New Washington Park Shelter

Addendum # 1

12/8/23

- Extension of completion days from 90 to 120. Not to exceed June 28th 2024.

ARTICLE II – TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within thirty (30) calendar days after receipt of Notice to Proceed, weather permitting.
2. The number of days within which the work is to be completed begins on the date of the Notice to Proceed and is set forth below:

Substantial Completion	120 calendar days:
Final Completion	June 28 th 2024:

- Areas to receive retainer wall will not require thickened edge of concrete pad. The bottom of the retainer wall is to be a minimum of 16" below the top of concrete pad.
- A resolution adopted by the city council dated November 13th establishing a buy local policy allows a 10% increase in favor of local vendors and suppliers to be considered for any purchasing.

Acknowledge receipt of Addendum 1 on bid sheet dated 12/8/23 page 8 of bid form.

End of addendum 1

PRE-BID CONFERENCE ATTENDEES

December 6th 2024

New Washington Park Shelter

<u>Name/Representing</u>	<u>Email</u>
Phil Ostrander Knife River	phillip.ostrander@kniferiver.net
Ron McNare K&R Construction	rmcnare@krconstruction.com
Other Plan holders	
Brandon Smith A to Z Recreation	brandon@atozrecreation.com



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0064

THIS CERTIFIES THAT:

JTL GROUP, INC. dba KNIFE RIVER

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY OF JANUARY TWO THOUSAND AND 23

A handwritten signature in black ink, appearing to read "Michèle Johnson", written over a horizontal line.

Michèle Johnson, Program Manager

EXPIRATION DATE: 1/1/2024

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0201202319

Intermountain Region-Administration Division

PO Box 30238
Billings, MT 59107
(406) 651-2500
(406) 651-2461 Fax

01-04-2021

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

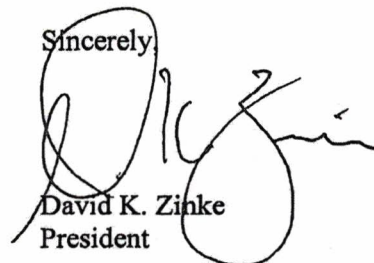
Pursuant to a Board resolution adopted by the Board of Directors of JTL Group, Inc., a Montana corporation, and JTL Group, Inc., a Wyoming corporation, I am authorized, as President, to designate certain individuals as agents of JTL Group, Inc. who shall be authorized, in the name and on behalf of JTL Group, Inc., to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of JTL Group, Inc., and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of JTL Group, Inc.:

Mike Eichner
Tyler Bokma
Robert Jongsma
Todd McKeever

This authorization letter is effective and in full force and effect, until modified.

Sincerely,


David K. Zinke
President

COUNTY OF _____)

David K. Zinke
President - JTL Group, Inc.

 **ROXANNE A BIRDEAU**
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, MT
My Commission Expires
January 24, 2022.

Roxanne A. Birden, Notary Public
Missoula County, Montana
My commission expires: January 24, 2022

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JTL Group, Inc. dba Knife River as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 13th day of December, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

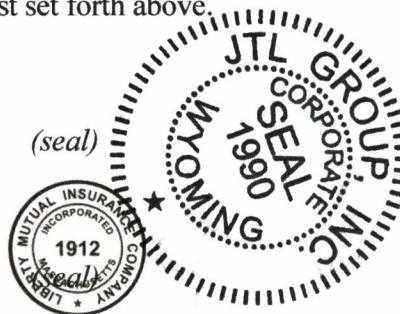
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: JTL Group, Inc. dba Knife River

By: [Signature]

SURETY: Liberty Mutual Insurance Company

By: [Signature]
Kelly Nicole Enghauser, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 13th day of December 2023, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



A handwritten signature in blue ink, appearing to read "Heather R. Goedel", written over a horizontal line.

Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209239-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Memo

To: Mayor, Council Members and Administrator Cox
From: John Harbarger, Public Works Director
Subject: Public Works Department Reports
Date: January 8, 2024

With the new budget year starting we will be looking at designing and advertising for this year's projects soon. We have quite a few projects in this year's budget, and you will see in the coming months those projects in the monthly reports. The below projects are what has been completed and the current projects in design and what will be happening soon.

Clearfield booster station – The MOU with the School District has been signed for the Clearfield booster station replacement project. The design is in process.

Middle School lift station – This project is in the design stage.

Cahoy Drilling is in the process of drilling of the new Sheep Mountain test well.

Adams St. water main and street reconstruction is in design.

Landfill Rd. is in design.

N. 4th St. reconstruction is in design.

RFP's for the City Hall façade was reviewed by staff on the 13th of December. The consensus was to except the proposal from Plan 1.

Bids were opened on the 13th of December. Three bids were submitted. The bids ranged from \$228,900 to \$119,000.

CITY OF DOUGLAS WATER PRODUCTION AND CONSUMPTION ANNUAL TOTALS
ANNUAL TOTALS FOR THE YEAR OF: 2023

	SPRING PRODUCTION	SHEEP MT. WELL PRODUCTION	W.T.P. PRODUCTION	TOTAL PRODUCTION	TOTAL CONSUMPTION	WTP FTW (Return to River)	DAILY CONS. PER/CAPITA
JANUARY	27,778,577	0	0	27,778,577	28,014,608	0	141
FEBRUARY	23,442,379	0	0	23,442,379	23,601,206	0	132
MARCH	26,911,596	0	0	26,911,596	26,609,415	0	134
APRIL	25,665,705	0	0	25,665,705	26,037,139	0	136
MAY	39,629,008	556,126	0	40,185,134	39,724,388	6,501,561	200
JUNE	43,083,589	4,211,704	0	47,295,293	46,807,607	6,049,262	244
JULY	61,084,993	15,060,551	0	76,145,544	71,795,930	8,433,620	362
AUGUST	54,525,644	6,704,848	6,120,646	67,351,138	67,640,772	6,354,977	341
SEPTEMBER	49,539,861	5,172,841	4,228,312	58,941,014	59,082,060	7,606,286	298
OCTOBER	31,114,428	242,069	0	31,356,497	30,992,089	0	156
NOVEMBER	23,237,472	0	0	23,237,472	23,473,256	0	122
DECEMBER	4,196,687	0	0	4,196,687	4,212,437	0	132
TOTAL	410,209,939	31,948,139	10,348,958	452,507,036	447,990,907	34,945,706	200
ACRE FT.	1258.888	98.045	31.760	1388.693	1374.834	107.244	

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

To: Mayor Pexton & Members of the City Council
Administrator JD Cox

From: Todd Byerly
Chief of Police

Date: January 2, 2023

Re: Police Department Report – December 2023

We completed the Second Annual Shop with a Cop (97 participants). A special thank you to the Douglas Fire Department, EMS (Councilman Hershberger), and City employees Barandon Frye, Kristen Shaw, and City Manager J.D. Cox for assisting with this event.

Steve Miller has joined the DPD team. He comes to us with 15-years' experience with Tacoma, WA Police as well as the last 1.5 years with the Wyoming Law Enforcement Academy. We are excited to get him on board. He begins his Phase 1 training with Officer Dwyer.

We are currently waiting on Micha Thomspson's discharge from the U.S. Coast Guard. He has completed the background and will begin his Field Training Program here in the very near future. We have one (1) open position.

Red had an injured toe and was out of commission for a few days. He is back to full health and back out on patrol.

We had our annual awards banquet/Christmas party on December 12, 2023. Many employees received well deserved awards. The following awards are nominated by employees of the department and reviewed by outside citizens for recommendation of award. Three notable awards are:

Employee of the Year: Deanna Byler

Leadership Award: Sean Leaman

Support Citizen of the Year: Douglas Feed

The following awards were also presented:

Top Shooter – Triston Johnson
Exceptional Duty – Lt Matthews
Exceptional Duty – Teya Hineman
Meritorious Service – Bryan Kelley
Meritorious Service – Sherry Evans
Drug Buster _ Thomas Jones

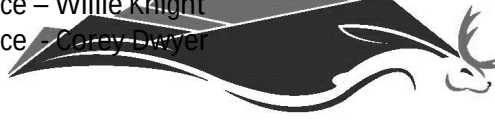


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CITY OF DOUGLAS WYOMING

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Meritorious Service – Willie Knight
Meritorious Service – Corey Dwyer



December Group A Offenses – 8

December Group B Offenses – 172

Quality of Life - 129

Respectfully Submitted,

Todd A. Byerly
Chief of Police



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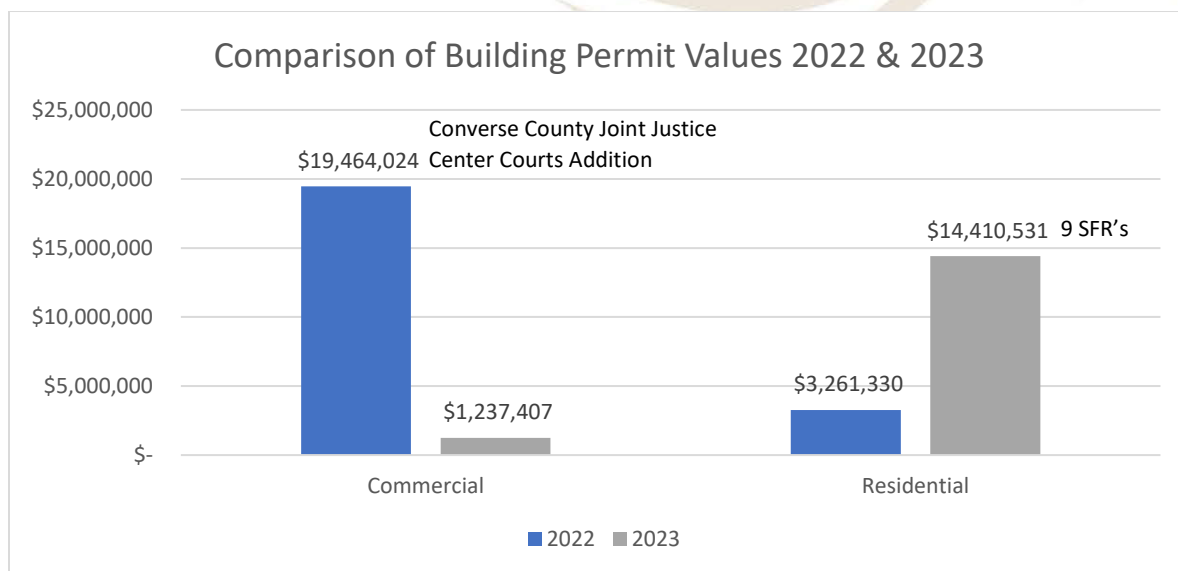
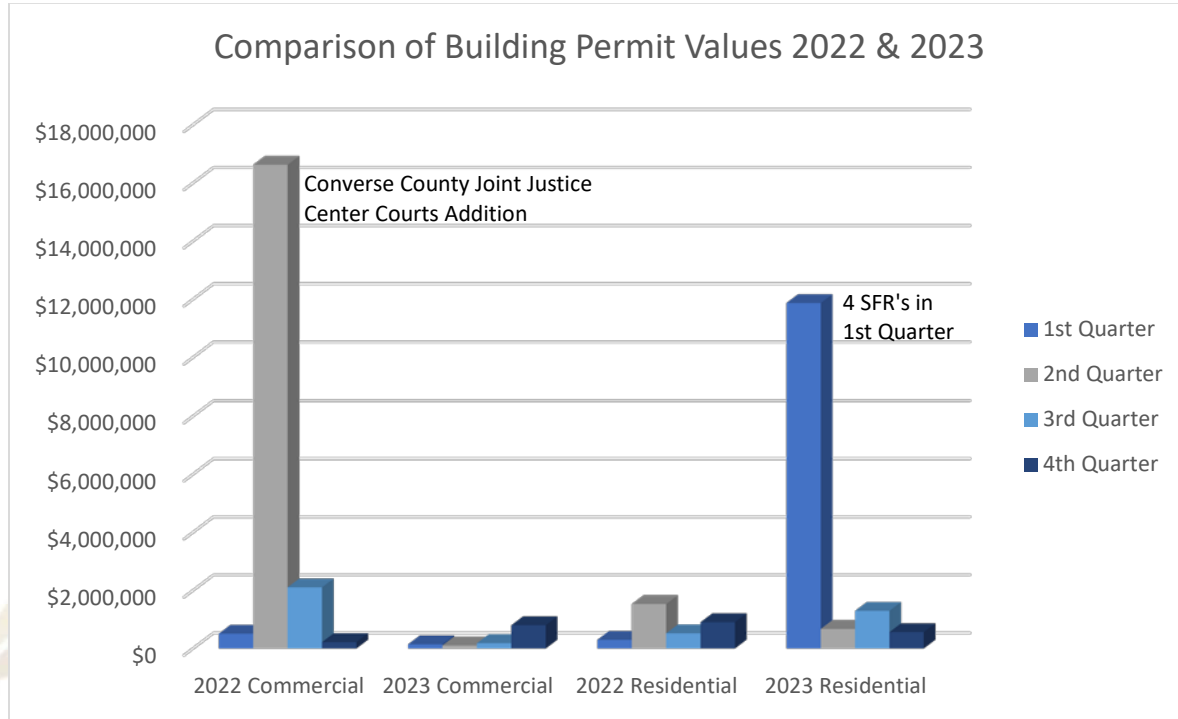
Community Development Department Report

January 2024 (Numbers for December)

Building Permit Count: 6 Total (5 Residential, 1 Commercial)

Building Permit Value (Monthly Totals): \$130,600.00

Permit Values



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CITY OF DOUGLAS WYOMING

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Strategic Doing:

Champion	KPI	Update
Clara	FUN-01	Encourage beautification of properties, develop awards incentive, and celebrate 6 residential properties and 6 commercial properties.
Clara	FUN-02	Develop Property Quality Index and establish baseline.
Clara	FUN-03	Develop baseline measurement of housing units rated average or better on Physical Condition Index.
Clara	FUN-04	Develop baseline measurement of homes available at or below the Douglas average household income.
Clara	FUN-10B	Community Facility Phase 3: Develop formal design for the community facility.
Clara	PSE-12	Have one lot in Meadow Acres #4 under development by the end of FY24.
Clara	PSE-13	Record Replat of Meadow Acres #2 subdivision based on future development of area.
Clara	UPI-05	Design pedestrian and event space for "Jack" statue at Walnut Street parking lot and North 2nd Street.
Heidi	UPI-06	Add one interactive feature at Jackalope Square.
Heidi	UPI-09	Develop 4 or more cultural programming - events or activities that reflect Douglas' identity.

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

Inspections: 32 Total

Contractor Licenses: 156

Code Compliances Cases: 6 Total (Citations Issued: 0, Court Cases: 0)

Planning Cases: (Developments, Subdivisions, County Subdivision, Zoning, CUP's, TUP's, Downtown Historic District Review Panel):

1. None

Ordinances:

1. Ordinance 1036: 2021 IBC Amendment and 2023 NEC Adoption

Currently Processing:

- County Subdivision
- Contractor Licensing: 275 Contractor License Renewal notifications were mailed in November.
- RFP for City Hall Façade
- Type B Development for Maverik Fuel Station
- First Northern Bank Building Plans

Construction in Progress:

- Single-Family Residences: There are currently 4 SFR's under construction (two on Pronghorn Court and a duplex on Wind River).
- Douglas Middle School
- Scooter's Coffee
- CCJJC Phase 2
- LaParele Apartment Renovations

Grants:

- WYDOT TAP Grant – Design: 90% complete. Reviewing storm sewer and drainage.
- WYDOT TAP Grant – Construction: Waiting on AG's office for contract documents.
- SS4A: Waiting on USDOT for contract documents.

Other Projects:

- Wyoming Planning Association (WYOPASS): Continues to submit comments to the Regulatory Reduction Task Force regarding the three bills related to Accessory Dwelling Units, Property Development Exactions, and Building Permit Notice Requirements.
- Arts & Culture Board of Trustees: The Board has held three meetings and is currently working on short and long-range action plans.
- Hazard Mitigation Plan: Currently working on Tasks 5-8.
- Riverside RV Park: Discussions regarding the floodplain. Anticipate annexation application in the next few months.

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- **Streamlining:** Researching companies who can assist the City in moving to a more transparent and streamlined development process. The goal is to have a digital guided process for all types of applications with automatic notifications for processing and review, integration with ESRI and Contractor database, digital inspections, and digital code compliance processing.

Historic Preservation Commission: The commission is working on planning for next year's projects, and how they can coordinate with KPI Champions to assist with meeting the City's goal for Strategic Doing. Some members will be attending the Arts & Culture Board meeting to hopefully be able to help there as well. The annual report was submitted to SHPO (State Historic Preservation Office). Commissioner and Staff Liaison Heidi McCullough was spotlighted by the Alliance for Historic Wyoming.



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CITY OF **DOUGLAS** WYOMING

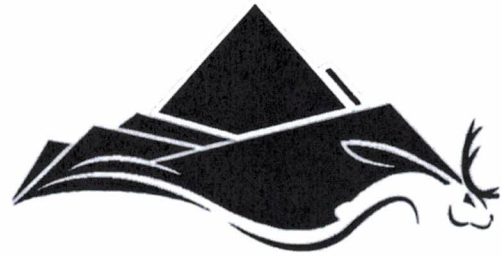
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TREASURER'S REPORT



To the City Council:

The following is a General Statement of Accountability from the City Treasurer for the funds of the City of Douglas for the fiscal month to date ended and at **November 30, 2023**

FUND	Fund #	BALANCE AT BEGINNING OF MONTH	CASH RECEIPTS FOR PERIOD	CASH DISBURSEMENTS FOR PERIOD	TRANSFERS AND ADJUSTMENTS	BALANCE AT November 30, 2023
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 45,527,739.48	\$ 1,871,620.17	\$ 995,997.09		\$ 46,403,362.56
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	1,602,697.15	-	-		1,602,697.15
-POLICE SPECIAL PROJECTS	13	39,241.79	13,210.65	52,996.41		(543.97)
TOTAL SPECIAL REVENUE FUNDS		\$ 1,641,938.94	\$ 13,210.65	\$ 52,996.41		\$ 1,602,153.18
TOTAL GOVERNMENTAL		\$ 47,169,678.42	\$ 1,884,830.82	\$ 1,048,993.50		\$ 48,005,515.74
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	13,007,918.47	243,137.92	87,862.85		13,163,193.54
-SEWER	32	3,303,830.72	126,766.67	230,260.60		3,200,336.79
-SANITATION	33	1,151,031.90	117,095.43	116,561.06		1,151,566.27
-LANDFILL	34	2,426,958.27	106,912.63	113,032.22		2,420,838.68
TOTAL ENTERPRISE		\$ 19,889,739.36	\$ 593,912.65	\$ 547,716.73		\$ 19,935,935.28
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	608,295.06	208,523.95	179,163.53		637,655.48
TOTAL PROPRIETARY		\$ 20,498,034.42	\$ 802,436.60	\$ 726,880.26		\$ 20,573,590.76
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	362,857.25	2,159.56	-		365,016.81
-ECONOMIC DEVELOPMENT	41	841,252.93	862.99	-		842,115.92
-BROWNFIELD GRANT	42	1,317.93	-	-		1,317.93
-CAPITAL EQUIPMENT RESERVE	47	-51,871.31	-	-		(51,871.31)
-FIRE EQUIPMENT	50	728,008.42	963.84	250,000.00		478,972.26
-CLG - PROJECTS	53	7,321.66	-	-		7,321.66
-TRAIN CAR RESTORATION	54	65,214.90	-	5,140.00		60,074.90
-POOL IMPROVEMENTS	55	470,182.63	651.27	-		470,833.90
-STREET IMPROVEMENTS	56	18,828,101.79	59,333.11	550,912.85		18,336,522.05
-PUBLIC FACILITIES	57	3,490,318.62	6,520.31	52,415.20		3,444,423.73
-PARK IMPROVEMENTS	65	3,828,243.48	9,084.38	(2,776.88)		3,840,104.74
TOTAL CAPITAL PROJECT		\$ 28,570,948.30	\$ 79,575.46	\$ 855,691.17		\$ 27,794,832.59
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	184,031.21	825.99	-		184,857.20
-VISIBLE MEMORIALS FUND	91	104.30	0.14	-		104.44
- HISTORIC PRESERVATION	92	21,094.70	27.93	-		21,122.63
-UTILITY DEPOSITS	96	103,816.14	673.95	499.84		103,990.25
-DEFERRED COMP PAYABLE	97	39.61	-	-		39.61
TOTAL TRUST AND AGENCY		\$ 309,085.96	\$ 1,528.01	\$ 499.84		\$ 310,114.13
TOTAL ALL FUNDS		\$ 96,547,747.10	\$ 2,768,370.89	\$ 2,632,064.77	\$ -	\$ 96,684,053.22

CERTIFICATION

I hereby certify that the foregoing is a true statement of my accountability to the City of Douglas for the total of the funds of the various accounts thereof as of the date of this report, and that said foregoing statement is materially correct, and that to cover the amount accountable to the City of Douglas stated in the foregoing statement, I hold the following:

Cash on hand.....	\$ 575.00
Cash and Investments at Points West Community Bank	13,825,816.23
Cash and Investments at Converse County Bank.....	66,454,219.26
Securities, Security Pools, and Interfund Advances.....	16,403,442.73
Total	\$ 96,684,053.22

Mary Nicol
 Mary Nicol, Treasurer
 November 30, 2023

CASH AND INVESTMENT SUMMARY
CITY OF DOUGLAS
November 30, 2023

<u>FUND</u>	<u>#</u>	<u>COMBINED CASH FUND</u>	<u>MONEY MARKETS</u>	<u>TIME DEPOSITS</u>	<u>SECURITY POOLS</u>	<u>TOTAL</u>
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 19,609,456.99		\$16,463,551.42	\$ 10,330,354.15	\$ 46,403,362.56
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	566,636.38		1,036,060.77	-	1,602,697.15
-POLICE SPECIAL PROJECTS	13	(543.97)		-	-	(543.97)
TOTAL SPECIAL REVENUE		566,092.41		1,036,060.77	-	1,602,153.18
		-		-	-	-
TOTAL GOVERNMENTAL		20,175,549.40		17,499,612.19	10,330,354.15	48,005,515.74
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	5,399,959.89	123,485.00	3,469,408.59	4,170,340.06	13,163,193.54
-SEWER	32	34,159.57	123,484.99	1,848,000.94	1,194,691.29	3,200,336.79
-SANITATION	33	717,420.57	0.00	434,145.70		1,151,566.27
-LANDFILL	34	733,347.65		1,687,491.03		2,420,838.68
TOTAL ENTERPRISE		6,884,887.68	246,969.99	7,439,046.26	5,365,031.35	19,935,935.28
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	224,987.76		412,667.72	-	637,655.48
TOTAL PROPRIETARY		7,109,875.44	246,969.99	7,851,713.98	5,365,031.35	20,573,590.76
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	45,330.05		319,686.76		365,016.81
-ECONOMIC DEVELOPMENT	41	652,696.75		189,419.17		842,115.92
-BROWNFIELD GRANT	42	1,317.93				1,317.93
-CAPITAL EQUIPMENT RESERVE	47	(51,871.31)		-		(51,871.31)
-FIRE EQUIPMENT	50	478,972.26		-		478,972.26
-CLG - PROJECTS	53	7,321.66				7,321.66
-TRAIN CAR RESTORATION	54	60,074.90				60,074.90
-POOL IMPROVEMENTS	55	223,724.06		247,109.84		470,833.90
-STREET IMPROVEMENTS	56	6,549,588.41		11,786,933.64		18,336,522.05
-PUBLIC FACILITIES	57	2,111,182.95		1,333,240.78		3,444,423.73
-PARK IMPROVEMENTS	65	1,384,833.01		1,859,563.47	595,708.26	3,840,104.74
TOTAL CAPITAL PROJECT		11,463,170.67		15,735,953.66	595,708.26	27,794,832.59
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	7,536.15		64,972.08	112,348.97	184,857.20
-VISIBLE MEMORIALS FUND	91	104.44		-		104.44
- HISTORIC PRESERVATION	92	21,122.63		-		21,122.63
-UTILITY DEPOSITS	96	11,854.81		92,135.44		103,990.25
	97	39.61				39.61
TOTAL TRUST AND AGENCY		40,657.64		157,107.52	112,348.97	310,114.13
TOTAL ALL FUNDS		\$ 38,789,253.15	\$ 246,969.99	\$ 41,244,387.35	\$ 16,403,442.73	\$ 96,684,053.22

CITY OF DOUGLAS

POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION

November 30, 2023

CD's/TDOA's	TOTAL	10 General Fund	11 Impact Assistance Fund	31 Water Fund	32 Sewer Fund	33 Sanitation Fund	34 Landfill Fund	39 Health Ins. Fund	40 Cap. Imp. Reserve
CONVERSE COUNTY BANK									
TDOA #1286 - \$5,000,000 - 3.20% APY	5,325,521.92	4,526,693.63							
MATURES 12/18/2023 - 12 Months									
TDOA #1280 - \$1,528,242.58 - 4.25% APY	1,543,582.40	102,905.49		823,243.95	205,810.98	51,452.75	308,716.48		51,452.75
MATURES 9/21/2024 - 24 Months									
TDOA #1215 - \$1,000,000 - 2.35% APY	1,118,103.99	402,517.34				279,526.02	279,526.02		
MATURES 2/28/2024 - 60 Months									
TDOA #1287 - \$1,963,657.09 - 4.15% APY	1,984,197.48	1,044,314.47		522,157.23	417,725.78				
MATURES 6/25/2024 - 12 Months									
TDOA #1221 - \$5,000,000 - 2.15% APY	5,478,262.04	4,382,609.63		821,739.30	-		273,913.11		
MATURES 8/28/2024 - 60 Months									
TDOA #1281 - \$6,500,000 - 2.22% APY	7,035,569.36	2,078,198.96		270,598.83	811,796.46				
MATURES 9/26/2024 - 24 Months									
TDOA #1285 - \$5,000,000 - 3.00% APY	5,180,303.92		1,036,060.77						
MATURES 12/04/2023 - 12 Months									
TOTAL - CONVERSE CO BANK	\$ 27,665,541.11	\$ 12,537,239.52	\$ 1,036,060.77	\$ 2,437,739.31	\$ 1,435,333.22	\$ 330,978.77	\$ 862,155.61	\$ -	\$ 51,452.75
POINTS WEST COMMUNITY BANK									
CD #10012329 - \$1,000,000 - 2.35% APY	\$ 1,116,761.74								
MATURES 2/28/2024 - 60 Months									
CD #40020351 - \$5,000,000.00 - 3.87% APY	\$ 5,146,128.12	257,306.41							
MATURES - 2/27/2024 - 12 months									
CD #40020074 - \$5,000,000.00 - 3.13% APY	\$ 5,158,346.40	1,511,395.51		\$ 1,031,669.28	\$ 412,667.72	\$ 103,166.93	\$ 825,335.42	\$ 412,667.72	268,234.01
MATURES 11/17/2024 - 24 Months									
CD #40013985 - \$2,116,044.41 - 1.95% APY	\$ 2,157,609.98	2,157,609.98							
MATURES 9/28/2024 - 24 Months									
TOTAL - POINTS WEST	\$ 13,578,846.24	\$ 3,926,311.90	\$ -	\$ 1,031,669.28	\$ 412,667.72	\$ 103,166.93	\$ 825,335.42	\$ 412,667.72	\$ 268,234.01
TOTAL CD's/TDOA's	\$ 41,244,387.35	\$ 16,463,551.42	\$ 1,036,060.77	\$ 3,469,408.59	\$ 1,848,000.94	\$ 434,145.70	\$ 1,687,491.03	\$ 412,667.72	\$ 319,686.76

Money Market Accounts									
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000	246,969.99	0.00		123,485.00	123,484.99				
TOTAL - POINTS WEST	\$ 246,969.99	\$ 0.00	\$ 0.00	\$ 123,485.00	\$ 123,484.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL MMA's	\$ 246,969.99	\$ 0.00	\$ 0.00	\$ 123,485.00	\$ 123,484.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL	\$ 41,491,357.34	\$ 16,463,551.42	\$ 1,036,060.77	\$ 3,592,893.59	\$ 1,971,485.93	\$ 434,145.70	\$ 1,687,491.03	\$ 412,667.72	\$ 319,686.76

CITY OF DOUGLAS POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION November 30, 2023										
CD's/TDOA's										
	41 Economic Development	47 Cap. Equip. Reserve	50 Cap. Fire Equip. Reserve	55 Pool Improvements	56 Cap. Street Imp. Reserve	57 Cap. Public Fac. Imp. Reserve	65 Cap. Park Imp. Reserve	90 Perpetual Care Fund	96 Utility Dep. Fund	
CONVERSE COUNTY BANK										
TDOA #1286 - \$5,000,000 - 3.20%APY MATURES 12/18/2023 - 12 Months					798,828.29					
TDOA #1280 - \$1,528,242.58 - 4.25%APY MATURES 9/21/2024 - 24 Months				111,810.42				16771.57	27952.62	
TDOA #1215 - \$1,000,000 - 2.35% APY MATURES 2/28/2024 - 60 Months										
TDOA #1287 - \$1,963,657.09 - 4.15% APY MATURES 6/25/2024 - 12 Months										
TDOA #1221 - \$5,000,000 - 2.15% APY MATURES 8/28/2024 - 60 Months										
TDOA #1281 - \$6,500,000 - 2.22% APY MATURES 9/26/2024 - 24 Months	189,419.17			135,299.42	3,247,185.86	216,479.04	1,036,060.79	37,883.83	48,707.79	
TDOA #1285 - \$5,000,000 - 3.00% APY MATURES 12/04/2023 - 12 Months					3,108,182.36					
TOTAL - CONVERSE CO BANK	\$ 189,419.17	\$ -	\$ -	\$ 247,109.84	\$ 7,154,196.51	\$ 216,479.04	\$ 1,036,060.79	\$ 54,655.40	\$ 76,660.41	
POINTS WEST COMMUNITY BANK										
CD #10012329 - \$1,000,000 - 2.35% MATURES 2/28/2024 - 60 Months						1,116,761.74				
CD #40020351 - \$5,000,000.00 - 3.87% MATURES - 2/27/2024 - 12 months					4,116,902.49		771,919.22			
CD #40020074 - \$5,000,000.00 - 3.13% MATURES 11/17/2024 - 24 Months					515,834.64		51,583.46	10,316.68	15,475.03	
CD #40013985 - \$2,116,044.41 - 1.95% MATURES 9/28/2024 - 24 Months										
TOTAL - POINTS WEST	\$ -	\$ -	\$ -	\$ -	\$ 4,632,737.13	\$ 1,116,761.74	\$ 823,502.68	\$ 10,316.68	\$ 15,475.03	
TOTAL CD's/TDOA's	\$ 189,419.17	\$ -	\$ -	\$ 247,109.84	\$ 11,786,933.64	\$ 1,333,240.78	\$ 1,859,563.47	\$ 64,972.08	\$ 92,135.44	
Money Market Accounts										
POINTS WEST COMMUNITY BANK										
MMA #400101192 - \$200,000										
TOTAL - POINTS WEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL MMA's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
GRAND TOTAL	\$ 189,419.17	\$ -	\$ -	\$ 247,109.84	\$ 11,786,933.64	\$ 1,333,240.78	\$ 1,859,563.47	\$ 64,972.08	\$ 92,135.44	

CITY OF DOUGLAS
SECURITY POOLS SUMMARY AND ALLOCATION
November 30, 2023

<u>INSTITUTION</u>	<u>TOTAL</u>	10 <u>GENERAL FUND</u>	31 <u>WATER FUND</u>	32 <u>SEWER FUND</u>	65 <u>PARK IMP FUND</u>	90 <u>Perpetual Care FUND</u>
<u>Wyoming State Treasurer - WYOSTAR</u>	\$ 520,550.93	\$ 408,201.96		\$ -	\$ -	\$ 112,348.97
<u>Wyo. Government Investment Fund - WG</u>	248,649.60	-		248,649.60	-	-
<u>Peak Investments</u>	12,237,584.62	6,525,494.58	4,170,340.06	946,041.70	595,708.27	
<u>WyoClass</u>	3,396,657.57	3,396,657.57				
TOTAL	\$ 16,403,442.72	\$ 10,330,354.15	\$ 4,170,340.06	\$ 1,194,691.29	\$ 595,708.26	\$ 112,348.97

WYOMING SHPO -- CLG ANNUAL REPORT FORM 2022 - 23

Due Date: DECEMBER 31, 2023

Report Inclusion Dates: OCTOBER 1, 2022 through SEPTEMBER 30, 2023 (federal fiscal year)

Format: Please use the forms on the following pages to submit annual reports.

Please provide the following information with your Annual Report:

1. Signature page with signatures of all **NEWLY APPOINTED** commission members
2. Historic Preservation Commission Member Profile and Resume for all **NEWLY APPOINTED** commission members if not previously sent to SHPO.
3. **An updated list of all staff support and commission members, indicating official titles or positions and current contact information. Please highlight contact for**
4. A certified copy of the Certified Local Government's annual budget audit report or an explanation for why it is not being provided.
5. Copies of meeting minutes.
6. Documentation of training.
7. Description of all major accomplishments of the CLG commission during the federal fiscal year (10/1/22 to 9/30/23).

I verify that the information given in the annual report and evaluation documentation is true and accurate to the best of my knowledge.

Heidi McCullough Staff Liaison
Preparer's Name & Title

12/19/23
Date

Heidi McCullough
Signature

12/19/23
Date

Julia Evans
CLG Chair Signature

12-18-23
Date

Kim Peyton
Chief Elected Local Official Signature

12-28-23
Date

CLG ANNUAL REPORT & EVALUATION DOCUMENTATION

1. MEETINGS

- Meetings are held in accordance with by-laws. ☒ Yes ☐ No
- At least 6 meetings were held during the federal fiscal year. ☒ Yes ☐ No
- Copies of minutes for all meetings are attached or were previously sent to SHPO. ☒ Yes ☐ No

2. MEMBERS

- Commission vacancies were filled within 30 days ☒ Yes ☐ No ☐ N/A
- Newly appointed members met federal standards. ☒ Yes ☐ No ☐ N/A
- Copies of resumes for newly appointed members are attached. ☒ Yes ☐ No ☐ N/A

3. TRAINING

- Did CLG commission members receive training during the federal fiscal year? ☒ Yes ☐ No
- Is documentation of training attached? ☒ Yes ☐ No ☐ N/A

4. FUNDING

- Has the CLG received NPS CLG grant funding during the federal fiscal year? ☐ Yes ☒ No
- If yes, were all programmatic and procedural requirements for the grant project followed? ☐ Yes ☐ No
- Has the CLG commission received funding from other sources? ☒ Yes ☐ No

5. NATIONAL REGISTER NOMINATIONS & PUBLIC COMMENT

- Did the CLG commission support or pursue listing properties in the National Register of Historic Places? ☐ Yes ☒ No
- Did CLG commission review and comment on nominations to the National Register of Historic Places? ☐ Yes ☒ No
- Did the commission provide a reasonable opportunity for public comment on National Register nominations to their local constituency, including those instances when the CLG is the nominating party for properties within the jurisdiction of the local government? ☐ Yes ☐ No ☒ N/A
- Did the CLG commission implement appropriate procedures for public comment and forward public comments to SHPO for properties within its jurisdiction being nominated to the National Register? ☐ Yes ☐ No ☒ N/A

- Did the chief elected official of the CLG transmit the report of the local commission regarding National Register nominations for property within the jurisdiction of the certified local government along with his/her recommendation directly to the SHPO? ☐ Yes ☐ No ☒ N/A
- Are copies of the appropriate notification letters, public notices, minutes or other documentation attached? ☒ Yes ☐ No ☐ N/A

6. PROGRAM SUPPORT FROM LOCAL GOVERNMENT

- Does the local government provide the commission with at least a minimum of part time, paid staff assistance? ☒ Yes ☐ No
- Has the local government provided the commission any of the following? (check all that apply) ☒ Yes ☐ No
 - ☐ operational funding ☐ support or assistance
 - ☐ use of their equipment, such as:
 - ☒ copiers
 - ☒ computers
 - ☒ office and meeting space
 - ☒ supplies, including paper, envelopes, and postage

7. CULTURAL RESOURCES INVENTORY

- During the Fiscal Year being reported, has the CLG commission conducted or supported additional surveys of cultural resources located within the jurisdiction of the CLG? ☐ Yes ☒ No
- During the Fiscal Year being reported, has the CLG commission gathered information on cultural resources within the jurisdiction of the CLG and advised government officials on historic preservation issues? ☒ Yes ☐ No
- Does the CLG commission maintain an organized compilation of information on properties that have been surveyed and evaluated within the jurisdiction of the certified local government? ☒ Yes ☐ No
- Has the local government provided a place to house the local inventory? ☒ Yes ☐ No ☐ N/A

8. PRESERVATION PLANNING

- Did the CLG or its commission take steps to protect properties significant to local residents through local designation? ☒ Yes ☐ No
- Did the CLG or its commission take any steps intended to protect resources identified in a survey? ☒ Yes ☐ No
- Did the CLG or its commission take any steps to incorporate historic preservation concepts into local planning initiatives? ☒ Yes ☐ No

- Did the CLG or its commission publicly recognize the significance of properties to attract tourists and other visitors interested in history and preservation? ☒ Yes ☐ No
- Has the CLG or its commission taken steps toward enacting any local ordinances or resolutions that enhance preservation within the jurisdiction of the local government? ☒ Yes ☐ No
- Has the CLG enforced appropriate local legislation for the designation and protection of historic properties? ☒ Yes ☐ No

9. HISTORIC PRESERVATION PROMOTION

- Has the CLG commission served as a liaison with community residents to gain recognition for historic properties? ☒ Yes ☐ No
- Has the CLG commission provided opportunities for the CLG to pursue a formal role in historic preservation? ☒ Yes ☐ No
- Has the CLG commission informed people about the benefits of historic preservation, the commission, and its work? ☒ Yes ☐ No
- Has the CLG commission demonstrated a commitment to and an appreciation of local cultural resources by:
(Check all that apply) ☐ Yes ☐ No

- ☒ becoming more visible in the community
- ☒ dispelling myths about preservation
- ☒ promoting historic preservation activities
- ☒ establishing the credibility and trustworthiness of the commission
- ☒ protection of cultural resources
- ☒ garnering support and/or enthusiasm for historic preservation
- ☒ improvements in local appearance, the economic climate, or stimulating tourism

- Can the CLG commission demonstrate pursuit of sound preservation goals to make preservation an integral part of development and planning process that fits the needs, interests, and goals of local residents? ☒ Yes ☐ No
- Did the CLG commission sponsor or provide educational opportunities such as: ☐ Yes ☐ No

☒ workshops for its own commission members

☐ writing a regular preservation column for its local newspaper

☒ any of a variety of activities to promote and support historic preservation, if checked describe below:
See Attached

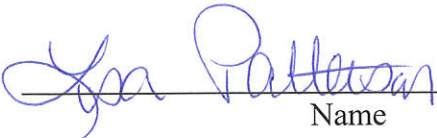
**NEWLY APPOINTED COMMISSION MEMBER
SIGNATURE PAGE**

We, the undersigned members of the Douglas Historic Preservation Commission in Douglas, Wyoming, have read and are familiar with both the ordinance and bylaws of our commission.

SIGNED:


Name

12-1-23
Date


Name

12-18-23
Date

Name

Date

Name

Date

Name

Date

Douglas Historic Preservation Commission

Website: <https://www.cityofdouglas.org/170/Historic-Preservation-Commission>

Local Government Contact

Heidi McCullough
P.O. Box 1030
Douglas, WY 82633
307-358-2132
hmccullough@cityofdouglas.org

Board Contact

Julia Evins (Chairperson)
27 Burns Road
Douglas, WY 82633
307-358-4615
Delilady203@gmail.com

Commissioners

Jacey Bauman
102 Drum Street
Douglas, WY 82633
Phone: 435-592-2589 (cell)
Email: jaceylbauman@hotmail.com

Crystal Hendricks
1002 Leal Street
Douglas, WY 82633
(307) 351-3183
Email: hendricksc043@gmail.com

Betsy Varland
421 S. 5th Street
Douglas, WY 82633
351-4773 (cell)
358-6148 (work)
Email: betsy@conversehope.org

Sarah Russell
1311 Meadow Lane
Douglas, WY 82633
(307) 359-8094 (cell)
Email: sarahruss77@yahoo.com

Ginger Pickinpaugh
208 Pickinpaugh Road
Douglas, WY 82633
Phone: 307-359-9353
Email: pickinpaughginger@yahoo.com

Lisa Patterson
244 S. Wind River Drive
Douglas, WY 82633
359-2269 (cell)
Email: lpatterson@mhccwyo.org



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Jacey Bauman, Betsy Varland,
Lisa Patterson, and Heidi McCullough, Crystal Hendricks
Board Members absent: Ginger Pickinpaugh, Julia Evins
City of Douglas Liaison: Heidi McCullough**

MINUTES February 15, 2023

1. Call to Order
 - a. Called to order at 5:20pm by Commissioner McCullough
2. Approve Minutes of the October 19, 2022
 - a. Moved by Bauman, 2nd by Varland passed unanimously.
3. Election of Officers/Appointments
 - a. Julia Evins was re-elected as Chairperson, Crystal Hendricks was elected as Secretary
 - b. Lisa Patterson was appointed to take Lee Ann Siebken's place on the Downtown Douglas Historic District Review panel.
4. Old Business:
 - a. The Site Stewardship – work at the Pioneer Cemetery taking photos will be scheduled once the weather clears.
 - b. Field Trip guidebooks- Patterson and McCullough will continue to work on these.
 - c. Signage for North Douglas Historic District – the proposal from 307 Signs was approved.
 - d. South Douglas Historic District – Our nomination has gone to the National Park Service for consideration. McCullough is in contact with SHPO and will find out the final determination.
 - e. Pioneer Cemetery – waiting until spring before installing the interpretive signage.
 - f. Downtown Businesses – We have offered our support to the downtown businesses. They will be doing another Cookie Walk on May 6th.
5. New Business
 - a. New member Crystal Hendricks
 - b. Budget Requests
 - i. Headset microphones
 - ii. Training
 - iii. 3rd Grade Workbooks
6. Meeting was adjourned at 5:50pm. Next meeting will be March 15, 2023 at 5:15pm at City Hall.



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Julia Evins, Betsy Varland,
and Heidi McCullough, Crystal Hendricks**

**Board Members absent: Ginger Pickinpaugh, Lisa Patterson, Jacey Bauman
City of Douglas Liaison: Heidi McCullough**

MINUTES March 15, 2023

1. Call to Order
 - a. Called to order at 5:20pm by Chairperson Evins
2. Approve Minutes of the February 15, 2023
 - a. Moved by Varland, 2nd by Hendricks passed unanimously.
3. Old Business:
 - a. Trainings – NAPC Webinar coming up, link and recording will be emailed.
 - b. The Site Stewardship – work at the Pioneer Cemetery taking photos will be scheduled once the weather clears.
 - c. Field Trip guidebooks- Patterson and McCullough will continue to work on these. McCullough will contact teachers about field trips.
 - d. South Douglas Historic District – Our nomination was returned by the National Park Service for more information, SHPO is adding information and will resubmit.
 - e. Pioneer Cemetery – waiting until spring before installing the interpretive signage.
4. New Business
 - a. May is Historic Preservation Month
 - i. Posters downtown
 - ii. Pioneer Cemetery
 - b. Budget Requests
 - i. Headset microphones
 - ii. Training
 - iii. Pioneer Cemetery improvements
 - c. Jackalope Days June 9th-11th
 - i. Downtown Historic Walking Tour – Julia will do an afternoon tour, Heidi will do a morning tour. Booth/table with walking tour brochures
5. Meeting was adjourned at 5:50pm. Next meeting will be April 19, 2023 at 5:15pm at City Hall.



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Julia Evins, Betsy Varland,
and Heidi McCullough, Crystal Hendricks, Jacey Bauman
Board Members absent: Ginger Pickinpaugh, Lisa Patterson
City of Douglas Liaison: Heidi McCullough**

MINUTES April 19, 2023

1. Call to Order
 - a. Called to order at 5:22pm by Chairperson Evins
2. Approve Minutes of the March 15, 2023
 - a. Moved by Varland, 2nd by McCullough passed unanimously.
3. Old Business:
 - a. The Site Stewardship – work at the Pioneer Cemetery taking photos is scheduled for May 21st at 2pm. We will also be cleaning up the site. Contact Boy Scouts to see if they want to help.
 - b. Field Trip guidebooks- Patterson and McCullough will continue to work on these. Field Trips are scheduled for May 9th @1pm (Jacey & Sarah), May 16th @12:30pm (Heidi & Jacey) and May 18th (Julia and ?, maybe Lisa)
 - c. North Douglas Historic District Signage – on order
 - d. South Douglas Historic District – Our nomination was returned by the National Park Service for more information, SHPO is adding information and will resubmit.
 - e. Pioneer Cemetery – signage is installed, we have a ribbon cutting planned for May 24th at 4pm
4. New Business
 - a. May is Historic Preservation Month
 - i. Posters downtown posters are done, need to be distributed
 - ii. Pioneer Cemetery
 1. Tour – do during the ribbon cutting
 2. Ribbon Cutting – invited OCTA, Trail Center, Randy Brown, Council
 - b. Budget Requests
 - i. Headset microphones
 - ii. Training
 - iii. Pioneer Cemetery improvements
 - c. Jackalope Days June 9th-11th
 - i. Downtown Historic Walking Tour – Julia will do an afternoon tour, Jacey will do a morning tour. Booth/table with walking tour brochures
5. Meeting was adjourned at 6:04pm. Next meeting will be May 17, 2023 at 5:15pm at City Hall.



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Julia Evins, Betsy Varland,
and Heidi McCullough, Crystal Hendricks, Jacey Bauman, Lisa Patterson
Board Members absent: Ginger Pickinpaugh
City of Douglas Liaison: Heidi McCullough**

MINUTES May 17, 2023

1. Call to Order
 - a. Called to order at 5:22pm by Chairperson Evins
2. Approve Minutes of the March 15, 2023
 - a. Moved by Bauman, 2nd by Patterson passed unanimously.
3. Old Business:
 - a. The Site Stewardship – work at the Pioneer Cemetery taking photos is scheduled for May 21st at 2pm. We will also be cleaning up the site. Boy Scouts will help.
 - b. Field Trip guidebooks are done and worked great. May 18th (Julia and Lisa) field trip last one.
 - c. North Douglas Historic District Signage – will be done by end of June.
 - d. South Douglas Historic District – Our nomination was returned by the National Park Service for more information, SHPO is adding information and will resubmit.
 - e. Pioneer Cemetery – signage is installed, we have a ribbon cutting planned for May 24th at 4pm
- 4.
5. New Business
 - a. May is Historic Preservation Month
 - i. Posters downtown posters distributed
 - b. Jackalope Days June 9th-11th
 - i. Downtown Historic Walking Tour – Julia will do an afternoon tour, Jacey will do a morning tour. Booth/table with walking tour brochures
6. Meeting was adjourned at 6:05pm. Next meeting will be June 21, 2023 at 5:15pm at City Hall.



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Julia Evins, Heidi McCullough,
Jacey Bauman, Sarah Russell**

**Board Members absent: Ginger Pickinpaugh, Betsy Varland, Crystal Hendricks, Lisa Patterson
City of Douglas Liaison: Heidi McCullough**

MINUTES June 21, 2023

1. Call to Order
 - a. Called to order at 5:24pm by Chairperson Evins
2. Approve Minutes of the May 17, 2023
 - a. Moved by Bauman, 2nd by Russell passed unanimously.
3. Old Business:
 - a. North Douglas Historic District Signage – will be done by end of June.
 - b. South Douglas Historic District – The district has been approved and is listed on the register. The next steps will be to submit an ordinance to City Council to make it an official overlay district and then work on a walking tour brochure and signage.
 - c. Pioneer Cemetery –
 - i. Site Stewardship – site survey and photographs were taken on May 21st, need to be sent to SHPO. Send any pics you have either to Heidi or directly to SHPO
 - ii. Ribbon Cutting – Boy Scouts, Mayor, some council, Megan from AHW, Tom Rea from WyoHistory.org/OCTA all in attendance.
 - d. Downtown Business – Jackalope days walking tours, no one for the morning tour, 8 for afternoon tour. Next year, set up table with signage
 - e. Cemetery Tour committee – start meeting next month (July)
4. New Business
 - i. NAPC Summer short course – July 19th, we have money in budget for training.
5. Meeting was adjourned at 5:58pm. Next meeting will be July 19, 2023 at 5:15pm at City Hall.



Douglas Historic Preservation Commission

**P.O. Box 1030
Douglas, WY 82633**

**Board Members present: Julia Evins, Betsy Varland, Crystal Hendricks,
Jacey Bauman, Sarah Russell**

**Board Members absent: Heidi McCullough, Ginger Pickinpaugh, Lisa Patterson
City of Douglas Liaison: Heidi McCullough**

MINUTES June 21, 2023

1. Call to Order
 - a. Called to order at 5:19pm by Chairperson Evins
2. Approve Minutes of the June 21, 2023
 - a. Moved by Bauman, 2nd by Russell passed unanimously.
3. Old Business:
 - a. Training Updates - none
 - b. North Douglas Historic District Signage – signage is done, shoot for September 10, 2023 to install.
 - c. South Douglas Historic District – Ordinance to create district on our official maps is being reviewed by the City attorney.
 - d. Pioneer Cemetery –
 - i. Site Stewardship –Send any pics you have either to Heidi or directly to SHPO
 - e. Cemetery Tour committee – all members agreed to help, will meet on July 25th at 5:15pm at the College Inn to discuss characters and actors. Jacey will Emcee again.
 - f. NAPC Summer short course – July 19th, we have money in budget for training.
4. New Business
5. Meeting was adjourned at 5:46pm. Next meeting will be September 20, 2023 at 5:15pm at City Hall.
(There will not be an August 2023 meeting due to the Wyoming State Fair)



Douglas Historic Preservation Commission

P.O. Box 1030

Douglas, WY 82633

Board Members present: Julia Evins, Betsy Varland, Crystal Hendricks,
Jacey Bauman, Sarah Russell, Heidi McCullough

Board Members absent: Ginger Pickinpaugh, Lisa Patterson

City of Douglas Liaison: Heidi McCullough

MINUTES

September 20, 2023

1. Call to Order

- a. Called to order at 5:18pm by Chairperson Evins

2. Approve Minutes of the July 19, 2023

- a. Moved by Hendricks, 2nd by Russell passed unanimously.

3. Old Business:

a. Training Updates –

- i. Varland, Evins and McCullough took part in the NAPC Virtual Summer Short Course, it consisted of 2 days of online training. Webinars are available for any other commissioner who would like to view them, contact McCullough for links.

b. North Douglas Historic District Signage – signage is done, installation rescheduled to October 4th, at 5:00pm.

c. South Douglas Historic District – Ordinance to create district on our official maps has been passed and codified. Next step is identifying properties and route for walking tour and preparing content for the booklets.

d. Pioneer Cemetery –

- i. Site Stewardship – Send any pics you have either to Heidi or directly to SHPO

e. Cemetery Tour committee

i. Characters:

- Lois Louis Lundberg Werner – Crystal Hendricks
- Margretta (Gretta) Cahill Smith – Julia Evins
- Floyd & James Evans – Doyle & Daniel Evins
- Nellie Newell Hammond – Heidi McCullough
- William Findley Hamilton – Vic Garber

ii. Spoke with Elizabeth Ostrander at the school, she has kids interested in participating, she will let us know by Friday September 22, 2023.

iii. Mapping of graves scheduled for Monday September 25, 2023 at 5:15 at the cemetery.

iv. Headset microphones are being charged so they are ready for the cemetery tour

v. Posters were handed out for distribution.

4. New Business

a. Travelstorys – we got a quote for doing Travelstorys of our walking tours, \$43,000. The Commission wants to look for more affordable options.

b. Strategic Doing – HPC is listed as a partner on several KPIs, Commission was enthusiastic about helping out.

c. We had interest from Nicole Johnson of REMAX and new owner of the Richards House at 406 Cedar Street. She would like to join the HPC. She was given an application.

5. The meeting was adjourned at 6:10pm. Next meeting will be October 18, 2023 at 5:15pm at City Hall.

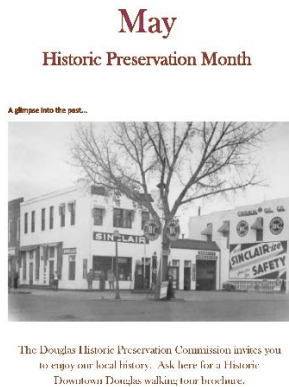
CLG Training Log - October 2022- September 2023

Training	Date Taken	Individual
NAPC Webinar - Hidden Tool for the Decision-Making Process: The Staff & Commissioner Support System	10/13/2022	Heidi McCullough
NAPC Webinar - Hidden Tool for the Decision-Making Process: The Staff & Commissioner Support System	10/21/2022	Julia Evins
SHPO Site Stewardship Training with Joe Daniele (In Person)	10/26/2022	Julia Evins
SHPO Site Stewardship Training with Joe Daniele (In Person)	10/27/2022	Heidi McCullough
SHPO Site Stewardship Training with Joe Daniele (In Person)	10/28/2022	Jacey Bauman
SHPO Site Stewardship Training with Joe Daniele (In Person)	10/29/2022	Lisa Patterson
SHPO Site Stewardship Training with Joe Daniele (In Person)	10/30/2022	Betsy Varland
Mid-Century Housing: From Planning to Preservation	12/8/2022	Heidi McCullough
Design Review with limited resources: working without professional preservation staff	2/2/2023	Heidi McCullough
Design Review with limited resources: working without professional preservation staff	2/16/2023	Julia Evins
NAPC CAMP Training in Sidney Nebraska (In Person)	4/14/2023	Heidi McCullough
NAPC CAMP Training in Sidney Nebraska (In Person)	4/14/2023	Betsy Varland
NAPC CAMP Training in Sidney Nebraska (In Person)	4/14/2023	Jacey Bauman
SGH/NPS Webinar: Assessing the Energy Benefits and Moisture Risks of Insulating Mass Masonry Walls	7/11/2023	Heidi McCullough
Show Me the Money: The Historic Preservation Fund in Your Community (NAPC Summer Short Course)	8/23/2023	McCullough, Varland, Bauman
Outreach to Property Owners and Community Members (NAPC Summer Short Course)	8/23/2023	McCullough, Varland, Bauman
The Carrot to the Stick: Identifying and Creating Local Incentives for Preservation (NAPC Summer Short Course)	8/23/2023	McCullough, Varland, Bauman
Demystifying Demolition by Neglect (NAPC Summer Short Course)	8/23/2024	McCullough, Varland, Bauman
Resilience Planning for Your Community (NAPC Summer Short Course)	8/23/2023	McCullough, Varland, Bauman
Fix, Don't Replace - Where are the Preservation Contractors (NAPC Summer Short Course)	8/24/2023	McCullough, Varland, Bauman
Expanding your Preservation Program to Tell a Fuller Story (NAPC Summer Short Course)	8/24/2023	McCullough, Varland, Bauman
Make it Happen: Small-Scale Development in Historic Areas (NAPC Summer Short Course)	8/24/2023	McCullough, Varland, Bauman
Putting the NAPC Messaging Guide to Work (NAPC Summer Short Course)	8/24/2023	McCullough, Varland, Bauman
Innovation Pitfalls: Lessons Learned from Rehabilitating Early Brick Veneer Wall Assemblies	9/12/2023	Heidi McCullough
CLG Grant Webinar	9/19/2023	Heidi McCullough
Begin at the Beginning: Creating a Preservation Realtor/Developer Course	10/12/2023	Heidi McCullough

Activities and accomplishments 2022-2023

The Douglas Historic Preservation Commission had a busy and eventful year supporting our local history and preservation. Some of our projects this year included:

- Historic Preservation Month:
 - We led local 4th Graders on a downtown historic district tour



➤ Posters were distributed around town to promote preservation month, the posters depict what the building or lot used to look like.

➤ We installed interpretive signage at the Pioneer Cemetery/Child's Trail



- In June we participated in the local Jackalope Days with guided tours.



- Our South Douglas Residential Historic District was approved for the National Register of Historic Places, so an Ordinance was drafted, and an overlay district was created to establish it. This was presented to the City Council and was approved.
- October brings our Annual Cemetery Tour where we tell the stories of former Douglas Residents interred in our local cemetery. We invited the local high school theater group to participate this year, and they did great! We had a record turnout of over 130 people.



- In October the commission installed signage at several of our North Residential Walking tour historic homes. These signs have a QR code on them to allow people to download or access the walking tour brochure.

We look forward to another fun and productive year.