

DOUGLAS CITY COUNCIL MEETING

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

Friday, July 12, 2024
Special Meeting 12:00 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. Council Action Items

5.I. Mtn West Technologies: Municipal Facilities Interconnect Proposal

Documents:

[CITY OF DOUGLAS OUTLINE PROPOSAL.PDF](#)
[ADDENDA.PDF](#)

5.II. Bid Award: City Hall Facade Renovation Project

Documents:

[FACADE 24-25 NARRATIVE.PDF](#)
[DOUGLAS CITY HALL FACADE BID RECOMMENDATION 7.10.24.PDF](#)
[K R CONSTRUCTION LLC.PDF](#)
[CASPAR BUILDING SYSTEMS.PDF](#)

5.III. Ordinance 1043: An Ordinance Amending Sections 10.92.070(A) And 10.52.040 Pertaining To The Parking Of Trucks. Second Reading.

Documents:

ORDINANCE 1043 TRUCKS - 2ND READING - TRACK CHANGES MRA
EDITS 7.10.2024.PDF

6. Adjourn



mwtn.net

Lesha Thorvaldson
Chief of Operations
851 Werner Ct. Suite 100
Casper, WY 82601
lthorvaldson@mwtcorp.net

June 20, 2024

J.D.Cox
City Manager
City of Douglas
101 North 4th St.
Douglas, WY 82633
jdcox@cityofdouglas.org

Re: City of Douglas, Municipal Facilities Interconnect Proposal

Mountain West Technologies Corporation (“MWT”) is a dedicated local Internet Service Provider with over two decades of active involvement in the Wyoming community. We are thrilled to present a transformative project aimed at expanding the services provided to the City of Douglas for community growth and technological innovation.

Mountain West is a 307 First Company. This means that our mission and values are around local ownership, local employment opportunities, and partnering to work with and develop local communities. 307 First is the belief that if you employ people directly in the community you serve, and ownership remains local and Wyoming based, you can provide better service and better responsiveness to the community while helping to diversify the local economy.

Our primary goal is to establish a cutting-edge fiber optic network that caters to the diverse needs of the City of Douglas and to expand future access to businesses and residence. We envision this as a catalyst for growth, attracting new businesses and empowering existing ones with enhanced digital capabilities.

Throughout the project, we are committed to maintaining an open dialogue with key stakeholders in the area, ensuring their feedback shapes the project's direction. We recognize the significance of collaboration between the private sector and government initiatives, and we're proud to provide this proposal to you. This partnership symbolizes our commitment to community advancement and technological progress. Mountain West’s expansion of our network in the City of Douglas is a testament to our enduring dedication to fostering a thriving, interconnected, and prosperous community.

I. Background and Introduction.

Our resume as a community-based provider speaks for itself.

307-233-8400
PO Box 2588,
Casper, WY 82602

- We have been awarded several grant projects over the last several years, and have a flawless record of successfully completing these projects on or ahead of schedule. We are currently 80% certified two years ahead of schedule on our CAF-II obligation (which consists of a large project to provide 550 rural locations with broadband speeds of 100/20 Mbps by 12/25/2025). We successfully completed our CARES Act builds. We are ACAM compliant and were one of the first companies in the US to work with the USDA to bring fiber to Chugwater, Wyoming in a rural development grant.
- We have public-private partnerships with community interconnect agreements with the City of Casper, City of Mills, and Town of Evansville, where we share fiber resources with those local governmental entities. We are currently on track to complete the City of Casper Interconnect project ahead of schedule and are proud to partner with the City on this exciting project.
- We have laid over 100 miles of fiber, constructed over 35 internet towers and upgraded over 50 internet towers in the last two years with our own crews. All of this work has been done with our own employees and equipment and with people who live right here in Wyoming! We pride ourselves on our team's strong and positive reputation throughout the city of Casper and other communities we work in for our quality, respect for property owners, commitment to excellence with a "leave it better than we found it" attitude. As a premier internet provider and 307 First company, we are your neighbor. Every person in our company is committed to our value system when conducting ourselves and doing business in the community.
- Our customer service is unmatched, as we pride ourselves on local support. Our network engineers and the majority of our support technicians are located in Casper which allows us to predict disruptions with weather events and other potential issues that may impact customer experience before they happen. Our monitoring systems are 24/7, 365 days a year. Being local makes us nimble in response times to any alerts and most importantly when you call you are in contact with a human living in your community.
- Our Call Center and Tech Support Team is committed to helping customers, as proven by our call wait times averaging 30 seconds. When you call us, you can expect to talk to a local team member sitting right here in Casper, who is dedicated to resolving your issue timely. Our team empathizes with each customer and works together to create solutions.
- MWT has a leadership development program that promotes constant and never-ending improvement from the entire staff. This allows for increased efficiencies and empowers staff to solve problems. Therefore, we have a proactive approach for our customers rather than a reactive approach. Our training team has experience in the Call Center and can deliver meaningful real-world training to staff as we onboard new staff or increase knowledge depth for more experienced staff.

II. Economic Impact

Expansion of long-term fiber plant for the city as well as the community. To help reduce cost and create a more sustainable service between all of the City Facilities. MWT are trained to manage and maintain the fiber plant for the city allowing for low overhead. Advanced Business Services,



mwtn.net

access to our core data centers for offsite data storage and intranet connectivity to core services. Residential access to faster and more efficient services.

III. Project Description

It is MWT's understanding that the City is seeking to interconnect a variety of municipal facilities with 12 strand fiber access exclusively for the City for the following structures (tentative):

Fiber Connectivity Needed

- City Hall to Public Works
- Public Works to Landfill
- Annex to Cemetery
- SCADA Sites: Water Treatment to Clearfield Booster Station, Middle School Lift Station

Fiber Connectivity in Place

- City Hall to CCJJC
- Annex to CCJJC

ANCHORS

City Sites

- City Hall
- Public Works
- Wastewater
- Water Treatment
- Cemetery
- Landfill
- Annex
- Old City Hall
- Municipal Pool
- (Future) Community Center

Non-City Sites

- Court House
- Library
- Road & Bridge
- Hospital
- Schools
- WYDOT
- Public Health
- DFS
- Probation & Parole
- Fire Hall
- KKTY Radio

IV. Proposal and Budget

TBD

307-233-8400
PO Box 2588,
Casper, WY 82602

V. MWT's contributions and Value Add to the Project

TBD - Provide duct and labor to be laid in open trench to Douglas. Possible partnership to offer "remote hands" consultation for engineering on fiber and wireless services and repairs.

VI. Items Further for Discussion

Meeting between John Harbarger and Tim Meads Tuesday, June 25 to look at plans and discuss scope of project.

Additional phases of this project to expand looping and to provide redundant Connectivity.

Details for MOU in regard to any build costs and service fees to City of Douglas.

Franchise Agreement presented to City of Douglas Council.

License Agreement for MWT's use of the City's owned conduit and 96 strand fiber as part of the project in exchange for obligation to maintain and service and in addition, potentially in trade for parts of the construction to be done for the interconnect project itself.

MWT to provide map for fiber line and placement of hand holes and cabinet.

VII. Proposed Schedule and Next Steps

Phase 1 - July 1, 2024

MWT will be onsite to lay duct

From our perspective, next steps would include a meeting to refine this proposals based on the items for further discussion so that we can get a firm quote and project timeline in place.

MWT operates our own in-house construction team which is currently under expansion, and thus, is not reliant on contractors to perform the work proposed, which gives it an inherent advantage in timing and price.

VIII. Conclusion and Summary

Thank you so much for your time and consideration of this proposal. We look forward to discussing with you next steps in detail and to refine these proposed projects into formal documentation and start work in the near future. Please feel free to contact myself and Tim Meads with any follow up questions at any time.



Item

City Hall Façade replacement and upgrade

Responsible Staff Contact

John Harbarger
Blake Palmer

Recommendation

Recommend accepting the base bid by K&R construction in the amount of \$389,000.⁰⁰ and consider adding \$48,000.⁰⁰ For the Additive bid alternate #1.

Executive Summary

This project includes a new exterior façade upgrade for the City of Douglas City Hall Building.

The work within the project includes (but is not limited to): Selective demolition, new exterior composite siding, newly painted existing brick, a new front entrance canopy, and other miscellaneous improvements.

A matching canopy on the west-facing facade is an additive bid alternate to the project.

The project was budgeted at **\$419,000.⁰⁰**

We had two bidders on this project as follows:

K&R Construction	Base: \$389,000. ⁰⁰	Alternate #1: \$78,000. ⁰⁰
Caspar Building Systems	Base: \$493,000. ⁰⁰	Alternate #1: \$113,000. ⁰⁰

Background

The existing City Hall façade, constructed several decades ago, features tongue-and-groove wood siding that has significantly deteriorated over time. This deterioration has resulted in large gaps due to shrinkage, compromising the structural integrity and aesthetic appeal of the building. The gaps in the wood siding have allowed water to penetrate the exterior, leading to potential water damage, mold growth, and further degradation of the building's structural and finish materials. The need for a comprehensive renovation of the façade is critical to protect the City Hall from further damage.

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

<u>SD25 Outcome</u>	Fun, Uplifting, Neat & Tidy Community (FUN)
<u>SD25 Strategy</u>	City leads by example in maintenance and beautification of City Facilities
<u>SD25 KPI</u>	FUN-01
<u>2014 Master Plan</u>	Economic development goal C, Policy C1-2. Develop a new façade improvement program to incentivize aesthetic improvements
<u>2015 Downtown Master Plan</u>	NA

Budget/Fiscal Impact



<u>Fund/Department</u>	Buildings/Improvements		
<u>Project/Line Item(s)</u>	City Hall Façade		
<u>Budgeted Amount</u>	\$419,000. ⁰⁰		
<u>Anticipated Amount</u>	\$389,000. ⁰⁰	<u>W/ Alternate #1</u>	\$467,000. ⁰⁰

Action Requested/Recommended Motion

Recommend accepting the bid from K&R Construction in the amount of \$389,000.⁰⁰ for the City Hall Façade replacement and upgrade and furthermore, authorize the City Manager to sign all associated documents.

Reviewed/Approved

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> HR |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> City Clerk |
| <input checked="" type="checkbox"/> Public Works | |
| <input type="checkbox"/> Legal | |

July 10th, 2024

Mr. JD Cox
City Manager - City of Douglas
101 N 4th St.
Douglas, WY 82633

Re: Douglas City Hall Exterior Façade Renovation Project
Bid Recommendation

Dear Mr. Cox,

On July 9th, 2024, two bids were received for the Douglas City Hall Exterior Façade Renovation project. The base bids and alternate amounts received were as follows:

K&R Construction:	\$389,000	Alternate No. 1: \$78,000
Caspar Building Systems:	\$493,000	Alternate No. 1: \$113,000

All two base bids submitted for the project conformed to our design documents and are all qualified, reputable construction companies.

I have had additional conversations with the apparent low bidder, K&R Construction, to ensure the completeness of their bid. K&R Construction feels comfortable with their number and they believe all scope has been accounted for based on the contract documents.

Plan One/Architects can confidently recommend awarding the project to K&R Construction with a low bid of \$389,000. The Alternate No. 1 (west facing canopy) shall be considered by the City Council, at a price of \$78,000, based on their available budget. In addition, K&R's post-bid information submitted after the bid are acceptable.

It is the opinion of Plan One/Architects to award the contract to K&R Construction, in the base bid amount of three-hundred eighty-nine thousand dollars (\$389,000), out of Douglas, Wyoming. The Additive Bid Alternate No. 1 should be considered based on available budget and at the Council's discretion.

Sincerely,



Taylor Lee, AIA
President, Plan One/Architects

Attachments: City of Douglas Exterior Façade Renovation Project – Bid Tabulation Form



BID FORM

Project No.: 2408

Project Name: Douglas City Hall Facade Enhancements

Bid Date 7.9.24

Bid Time: 2:00 p.m.

Bidder	Time Received	Base Bid	Additive Bid Alternate No. 1, include the west facing canopy structure	Bid Bond	Wyoming Residency Certificate	Addendum 1	Total Bid Amount
K & R Construction	1:55	\$389,000.00	\$78,000.00	X	X	X	\$467,000.00
Caspar Building Systems, Inc.	1:55	\$493,000.00	\$113,000.00	X	X	X	\$606,000.00

BID FORM
THE CITY OF DOUGLAS
CITY HALL FAÇADE RENOVATION
PROJECT
Douglas, Wyoming

July 9, 2024

Proposal of: K+R Construction, LLC
(hereinafter called Bidder) a Corporation Individual, Partnership, or Association, organized under the laws of the State of Wyoming (fill in State) and having its principal office and place of business in the State of Wyoming (fill in State) for a period of 21 years (fill in number of years).

To: The City of Douglas
101 N Fourth Street
P.O. Box 1030
Douglas, WY 82633

The undersigned, having examined the Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The work to be performed under this Contract shall commence upon written Notice to Proceed and shall be substantially complete by Friday, December 6, 2024. The contractor agrees to pay as liquidated damages in the amount of two hundred dollars (\$200.00) per day for each calendar day beyond that date that the project is not substantially completed.

Bidder acknowledges receipt of the following addenda:

1, _____, _____

1. BASE PROPOSAL – CITY HALL FAÇADE RENOVATION

City Hall Façade Renovation Project

Bidder agrees to perform all the work described in the Contract Documents for the sum of:

Three Hundred Eighty Nine Thousand Dollars + ⁰⁰/₁₀₀ Dollars
(\$ 389,000⁰⁰). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

(\$ 19,450⁰⁰) 5% of the Base Bid, is to become the property of the Owner in the event that the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

2. ALTERNATES:

A. ADDITIVE BID ALTERNATE #1 – West Facing Canopy.

1. Additive Bid Alternate 1: To include the west-facing canopy structure and associated elements, as indicated on sheet A3.1.

Bidder agrees to perform all the work described for the alternate within the Contract Documents for the sum of:

Seventy Eight Thousand Dollars & 00/100 -----Dollars

(\$ 78,000.00 -----). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

Respectfully submitted:

SEAL

(if bid is by a corporation)

By: Ronald V McVay

Manager

(Title)

K+R Construction, LLC

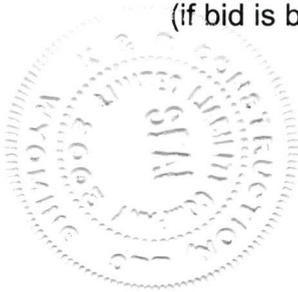
(Company Name)

PO Box 1070

(Address)

Douglas, Wyoming

(City and State)



END OF PROPOSAL

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, K&R Construction LLC
as Principal, and Nationwide Mutual Insurance Company Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas – City Hall Facade Renovation

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 2nd day of July, 2024.



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:

Denise Sherwin

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 1st day of April, 2024.

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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, 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.

Sharon Leburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, 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 2nd day of July, 2024.

Assistant Secretary





STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0134

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 24

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2025

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: 0203202438

BID FORM
THE CITY OF DOUGLAS
CITY HALL FAÇADE RENOVATION
PROJECT
Douglas, Wyoming

July 9, 2024

Proposal of: CASPAR BUILDING SYSTEMS, INC.

(hereinafter called Bidder) a Corporation, Individual, Partnership, or Association, organized under the laws of the State of WYOMING (fill in State) and having its principal office and place of business in the State of WYOMING (fill in State) for a period of 50 years (fill in number of years).

To: The City of Douglas
101 N Fourth Street
P.O. Box 1030
Douglas, WY 82633

The undersigned, having examined the Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The work to be performed under this Contract shall commence upon written Notice to Proceed and shall be substantially complete by Friday, December 6, 2024. The contractor agrees to pay as liquidated damages in the amount of two hundred dollars (\$200.00) per day for each calendar day beyond that date that the project is not substantially completed.

Bidder acknowledges receipt of the following addenda:

1, _____, _____

1. BASE PROPOSAL – CITY HALL FAÇADE RENOVATION

City Hall Façade Renovation Project

Bidder agrees to perform all the work described in the Contract Documents for the sum of:

FOUR HUNDRED NINETY-THREE THOUSAND Dollars

(\$ 493,000.00). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

(\$ 24,650.00) 5% of the Base Bid, is to become the property of the Owner in the event that the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

2. ALTERNATES:

A. ADDITIVE BID ALTERNATE #1 – West Facing Canopy.

1. Additive Bid Alternate 1: To include the west-facing canopy structure and associated elements, as indicated on sheet A3.1.

Bidder agrees to perform all the work described for the alternate within the Contract Documents for the sum of:

ONE HUNDRED THIRTEEN THOUSAND-----Dollars

(\$ 113,000.00-----). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

Respectfully submitted:

SEAL

(if bid is by a corporation)



By: 

PRESIDENT

(Title)

CASPAR BUILDING SYSTEMS, INC.

(Company Name)

1975 OLD SALT CREEK HWY

(Address)

CASPER, WY 82601

(City and State)

END OF PROPOSAL

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper, WY 82601

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Douglas
101 North 4th Street
Douglas, WY 82633

BOND AMOUNT: (5%) Five Percent of Amount Bid

PROJECT: City of Douglas - City Hall Façade Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

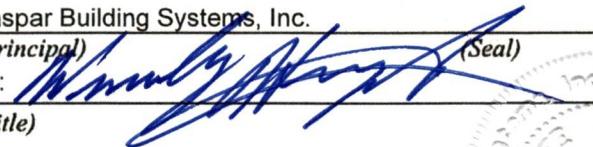
Signed and sealed this 2nd day of July, 2024



(Witness)



(Witness) Denise Sherwin

Caspar Building Systems, Inc.
(Principal) _____ (Seal)
By: 

(Title)

Nationwide Mutual Insurance Company
(Surety) _____ (Seal)
By: 

(Title) Janece L. Wilhelm, Attorney-in-Fact



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:

Janece L. Wilhelm

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: Caspar Building Systems, Inc.
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 1st day of April, 2024.



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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, 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.

Sharon Laburda
Notary Public, State of New York
No. 01LA0427697
Qualified in Kings County
Commission Expires January 3, 2026

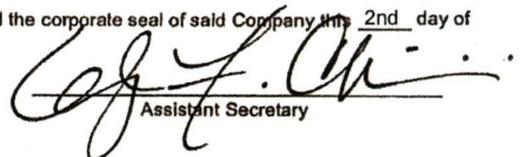


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, 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 2nd day of July 2024.


Assistant Secretary



STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0311

CASPAR BUILDING SYSTEMS, 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 JANUARY TWO THOUSAND AND 24



Michele Johnson, Program Manager

EXPIRATION DATE: 1/1/2025

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: 0201202403

ORDINANCE NO. 1043

**AN ORDINANCE AMENDING SECTIONS 10.92.070(a) AND 10.52.040
PERTAINING TO THE PARKING OF TRUCKS**

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. Section 10.92.070(a) of the Douglas Municipal Code is hereby amended to read as follows:

10.92.070 Truck Parking.

- (a) No person shall park any commercial truck over ten thousand (10,000) pounds gross vehicle weight upon any street or alley in the city except in those areas designated as either business or industrial.
Exception: Commercial trucks may be parked on the west side of Brownfield Road between the entrance to the Wyoming State Fair Grounds and South property line of the Wyoming State Fair Grounds.

- (b) By resolution, the City Council may prohibit the parking of any commercial truck over ten thousand (10,000) pounds upon any individual street or alley in the city, including those streets or alleys that allow commercial truck parking as listed in subparagraph (a) of this section.

Section 2. Section 10.52.040 of the Douglas Municipal Code is hereby amended to read as follows:

10.52.040 Parking of trucks prohibited on certain streets.

There shall be no parking of trucks of any kind on North Third Street between Walnut Street and Center Street or on the east side of Brownfield Road. For purposes of this section, "truck" shall not include vehicles of one (1) ton or under.

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

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

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

Kim Pexton, Mayor

Attest:

Mary Nicol, City Clerk

Published: _____

ATTESTATION

I, Mary Nicol, the 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, City Clerk