



-AGENDA-

CHAD EDWARDS, MAYOR

March 14, 2022

7:00 P.M.

THE TOWN OF EVANSVILLE

Council Members:
Joseph Knop
Candace Machado
Michael Scott

Town Clerk Janelle Underwood
Town Treasurer Lexi Erickson
Chief of Police Mike Thompson
Fire Chief Leo Malsom
P.W. Director Robert Lewallen

Town Attorney Williams, Porter, Day & Neville
Town Engineer - WLC, Inc.

Due to Covid-19, we ask that people maintain 6' distance. The meeting will be streamed live on YouTube. YouTube link <https://www.youtube.com/channel/UCB0HNSulhIk51ixwxexh55w>

Meeting called to order

Roll call

Pledge of Allegiance

Approval of Agenda

- 1) Consent Agenda
 - A. Approval of Minutes for Regular Meeting February 28, 2022
 - B. Bills for Approval
- 2) Resolution #4-2022 – A Resolution for Lease Purchase of Patrol Units
- 3) Ordinance #1-2022 – An Ordinance Setting the Tax Levy for 2022
(3rd & final)
- 4) Ordinance #2-2022 – An Ordinance Amending Employee Handbook – Fire Department Personal Sick Time
(2nd reading)
- 5) Engineers Report
- 6) Public Comments
- 7) Adjournment

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

P.O. DRAWER 158, EVANSVILLE, WYOMING 82636-0158
(307) 234-6530 • FAX: (307) 266-5109
www.townofevansville.org • EMAIL: townclerk@evansvillewy.com

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

February 28, 2022

The regular meeting of the Evansville Town Council of the Town of Evansville, County of Natrona, State of Wyoming, was held at 7:00 p.m. in the Council Chambers of the Town Hall.

Council Meeting Livestreamed via You Tube.

The meeting was called to order by Mayor Chad Edwards at 7:00 p.m. and upon roll call the following were present: Council Members Michael Scott and Candace Machado, Town Attorney Scott Murray, Town Engineer Shane Porter, Fire Chief Leo Malsom, Public Works Director Robert Lewallen, Town Clerk Janelle Underwood, and interested citizens.

Council Members Joe Knop and Police Chief Mike Thompson asked to be excused.

Mayor Chad Edwards led the Pledge of Allegiance.

APPROVAL OF AGENDA: Motion was made by Michael Scott and seconded by Candace Machado to approve the agenda. Motion carried.

APPROVAL OF CONSENT AGENDA:

- A) Approval of Minutes for January 24, 2022, Executive Session and February 14, 2022, Regular Meeting
- B) Approval of Business License – JL Construction and Landscaping
- C) Renewal of Day Care Licenses for Imagination Station, Kids Kampus & Wonderfully Made

Motion was made by Michael Scott and seconded by Candace Machado to approve the Consent Agenda. Motion carried.

ACCEPTANCE OF CATHY STYPA'S RESIGNATION AND DECLARE A VACANCY: Mayor Chad Edwards said that the acceptance of Cathy Stypa's resignation from the Evansville Town Council was with regret. He stated that he would like to thank her for all her efforts and hard work.

Mayor Edwards stated that the Town now has a vacancy on the Town Council. He said that interested people can submit a letter of interest for the vacant Council position by the end of March.

Motion was made by Michael Scott and seconded by Candace Machado to accept Cathy Stypa's resignation and to declare a vacancy. Motion carried.

ORDINANCE #1-2022: An Ordinance Setting the Tax Levy for 2022. Second reading. Town Clerk Janelle Underwood summarized Ordinance #1-2022. Motion was made by Michael Scott and seconded by Candace Machado to approve Ordinance #1-2022 on second reading. Motion carried.

ORDINANCE #2-2022: An Ordinance Amending and Updating the Evansville Employee Handbook. First reading. Mayor Edwards stated that it was brought to his attention by Fire Chief Leo Malsom that there was an inequity in sick time accrual for the Fire Department. He stated that the full-time firefighters work 2,880 hours per year, while the average person works 2,080 hours per year. He stated that after reviewing the policy it was determined that the sick time accrual for full-time firefighters should be at a rate of eleven hours per month with a maximum cap of 256 hours.

After some discussion, motion was made by Michael Scott and seconded by Candace Machado to approve Ordinance #2-2022 on first reading. Motion carried.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES – COMPREHENSIVE PLAN: Town Engineer Shane Porter advised the Governing Body that the Town applied for a grant to conduct a Comprehensive Plan and that the last Comprehensive Plan was completed in 2005. He stated that the Town was awarded thirty-five thousand dollars (\$35,000.00) with an eleven thousand six hundred sixty-seven dollar (\$11,667.00) match from the Town for a total of forty-six thousand six hundred and sixty-seven dollars

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

February 28, 2022

(\$46,667.00). He stated that after the review of Ayres and Logan-Simpson proposals, Logan-Simpson was selected to conduct the comprehensive plan based on established experience, qualifications, similar project experience, project understanding and schedule.

Motion was made by Michael Scott and seconded by Candace Machado authorizing the Mayor to execute the Professional Services Contract with Logan-Simpson. Motion carried.

APPROVAL OF ONE CENT FUNDS PROJECTS – COMMUNITY GARDEN AND DOG PARK

APPROACH: Public Works Director Robert Lewallen advised the Governing Body that he would like to request approval of the expenditure of One Cent Funds. He stated that the expenditure would be for an irrigation system along the pathway between Copper Avenue and VA Road as well as to build some Community Garden Planters and to construct a driveway apron on the east side of VA Road for the future Dog Park. The total cost for these projects is approximately thirty-nine thousand dollars (\$39,000.00).

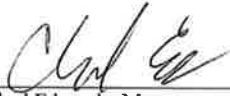
Motion was made by Michael Scott and seconded by Candace Machado approving the Once Cent Funds expenditure for the Community Garden and Dog Park Approach. Motion carried.

PUBLIC COMMENTS: During public comments, Beverly Eilek, 45 Williams Street advised the Governing Body that she is interested in submitting her name for the vacant Town Council seat. She stated that she thinks it is time that someone represents her area of Town. She stated that she has seen a lot of changes through the years, and she thinks it would be great to serve on the Town Council.

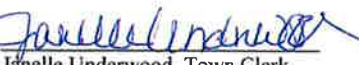
Mayor Edwards thanked Ms. Eilek for her interest and recommended that she submit a letter of interest for the vacant Council seat by the end of March for consideration.

ADJOURNMENT: There being no further business, motion was made by Michael Scott and seconded by Candace Machado to adjourn at 7:13 p.m. Motion carried.

APPROVED: _____


Chad Edwards, Mayor

ATTESTED: _____


Janelle Underwood, Town Clerk

RESOLUTION #4-2022

A RESOLUTION AUTHORIZING THE TOWN OF EVANSVILLE, STATE OF WYOMING, TO LEASE, WITH AN OPTION TO PURCHASE, CERTAIN EQUIPMENT FROM PLATTE VALLEY BANK OF CASPER, WYOMING.

WHEREAS, the governing body (the "Governing Body") of the Town of Evansville, State of Wyoming (the "Lessee") has determined that the needs of the Lessee include certain equipment listed on EXHIBIT D of that certain Lease and Option to Purchase Agreement (the "Agreement") and made a part hereof by this reference (the "Equipment"); and

WHEREAS, pursuant to this resolution (the "Authorizing Resolution"), Lessee intends to enter into the Agreement with Platte Valley Bank of Casper, Wyoming (the Lessor) to which this Authorizing Resolution constitutes EXHIBIT A, to provide for the payment of the costs of acquisition of the Equipment; and

WHEREAS, The Lessee is a municipality, duly organized and validly existing under the Constitution and the laws of the State of Wyoming; and

WHEREAS, the Town of Evansville has the requisite power and authority to execute and deliver the Lease Agreement and to incur and perform the obligations of Lessee as set forth in the agreement; and

WHEREAS, the lease Agreement will be duly authorized and executed by Lessee and will be a valid and binding agreement of Lessee enforceable in accordance with its terms, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization of other laws or equitable principals of general application or of application or of application to Wyoming municipalities or public entities such Lessee affecting remedies or creditors' rights; and

WHEREAS, the authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby, including without limitation the acquisition and operation of the equipment, will be performed in accordance with all open meeting laws, public bidding laws and all other applicable laws.

WHEREAS, the Lessee will obtain all necessary licenses, permits and approvals, if any, required by the governing bodies or agencies having jurisdiction over the acquisition and operation of the equipment; and

WHEREAS, the equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law; and

WHEREAS, to the best of the Town's knowledge, there is no proceeding pending or threatened against or affecting Lessee in any court or before any governmental authority or arbitration board or tribal that, if adversely determined would adversely affect the validity or enforceability of the Agreement, the ability of Lessee to perform its obligations under Agreement the transactions contemplated by the Agreement or the security interest of Lessor or its assigns in the equipment; and

WHEREAS, the Governing Body of Lessee desires to authorize certain officers of the Lessee and members of the Governing Body of Lessee to proceed to finalize the form of the Agreement and all other documents necessary to affect the financing and to negotiate the necessary terms and provisions thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF EVANSVILLE, STATE OF WYOMING, THAT;

Section 1. All action heretofore taken (not inconsistent with the provisions of this Authoring Resolution) by the Governing Body of Lessee or officers of Lessee, directed toward the financing of the equipment, are hereby ratified, approved and confirmed by the Mayor and his Designee.

Section 2. The Agreement, including the Exhibits, in substantially the same form as presented at this meeting, with such additions, omissions and changes as may be requested by the Lessee or its Legal Counsel and persons executing the same, their execution being conclusive evidence of their approval of any such additions, omissions, and changes, is hereby approved by the Mayor or his Designee, where appropriate, are authorized and directed to affix his, her or their signatures and the official corporate seal of Lessee thereto.

Section 3. No provision of this Authoring Resolution or the Agreement shall be construed as creating or constitution a general obligation or other indebtedness of Lessee or a mandatory payment obligation of Lessee in any ensuing Fiscal Year beyond the current Fiscal Year.

Section 4. The Governing Body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by Lessee does not exceed \$10,000,000 for the 2022 calendar year and hereby designates the Agreement to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 5. If any section, paragraph, clause or provision of this Authoring Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Authoring Resolution.

Section 6. All resolutions, or parts thereof, inconsistent with this Authoring Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repeal shall not be construed as reviving any resolution or part thereof.

Section 7. This Authoring Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED as of the _____ day of _____, 2022.

Chad Edwards, Evansville Mayor

ATTESTED:

Janelle Underwood, Town Clerk

ORDINANCE #1-2022

AN ORDINANCE FIXING THE TAX LEVY FOR 2022 AND PROVIDING AN EFFECTIVE DATE THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF EVANSVILLE, WYOMING, as follows:

Section 1: There is hereby assessed upon real property located within the Town of Evansville, Wyoming, and 8 mill levy, known as general tax to meet the current expenses of the Town.

Section 2: Said taxes shall be collected in accordance with the laws of the State of Wyoming, by the County Treasurer of Natrona County, Wyoming.

Section 3: The Town Clerk of the Town of Evansville, Wyoming is hereby directed to make due certification over her signature as provided by law, of foregoing tax levies for amounts of money to be raised for the aforementioned municipal purpose, and to file the same with the Assessor of Natrona County, Wyoming, and the County Clerk of Natrona County, Wyoming, on or before the forth Monday in May 2022, as provided by law.

Section 4: If any provision of this ordinance or any section thereof in any circumstances is held to be in valid the validity of the remainder of the ordinance and the application of any of the other provisions or sections thereof shall not be affected thereby.

PASSED on first reading this 14th day of February, 2022.

PASSED on seconded reading this 28th day of February, 2022.

PASSED, APPROVED AND ADOPTED on third and final reading the _____ day of _____, 2022.

Chad Edwards, Mayor

Joe Knop, Council

Candace Machado, Council

Michael Scott, Council

Council

ATTESTED BY:

Janelle Underwood, Town Clerk

ORDINANCE # 2-2022

**AN ORDINANCE AMENDING AND UPDATING THE
EVANSVILLE EMPLOYEE HANDBOOK**

WHEREAS, the Town of Evansville is a Municipal Corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Evansville passed an ordinance establishing an Employee Handbook; and

WHEREAS, the Town of Evansville has determined that the accrual of sick time for full-time firemen working the 48/96 shift shall be eleven (11) hours of sick leave per month; and

WHEREAS, the Town of Evansville has also determined that hours of sick leave may be accumulated for a maximum of 192 hours, except full-time firemen working the 48/96 shift whose maximum will be 256 hours; and

WHEREAS, One-half (1/2) of unused accumulated sick leave shall be paid upon termination, which shall be capped at a maximum of 96 hours, pursuant to Chapter IV, Section 10 of the Town of Evansville Employee Handbook.

NOW, THEREFOR, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF EVANSVILLE, WYOMING that all full-time firemen working the 48/96 shift shall accrue eleven (11) hours of sick-time per month and sick leave hours may be accumulated to a maximum of 256 hours with a maximum payout of 96 hours upon termination.

PASSED on 1st reading this ____ day of _____, 2022.

PASSED on 2nd reading this ____ day of _____, 2022.

PASSED on 3rd and final reading this ____ day of _____, 2022.

Chad Edwards, Mayor

Joe Knop, Council

Candace Machado, Council

Michael Scott, Council

Vacant

ATTESTED BY:

Janelle Underwood, Town Clerk



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

March 14, 2022

Mayor Chad Edwards
Town of Evansville
P.O. Box 158
Evansville, WY 82636

RE: *Town of Evansville Video Surveillance Project*

Mayor Edwards,

On February 10, 2022, bids were received from Hitek Communications Inc., and Dynamic Controls Inc. for the Video Surveillance Project. Hitek Communications provided a Bid of \$23,918.00. Dynamic Controls provided a Bid of \$24,508.00. This project is funded by a grant from the Wyoming Office of Homeland Security in the amount of \$25,518.00

WLC has reviewed the submitted bids and conclude that all the received bids met the technical requirements set forth in the project bidding documents. After thoroughly reviewing and tabulating the bids, WLC recommends the project be awarded to Hitek Communications, Inc., with the lowest submitted bid in the amount of \$23,918.00.

Please contact me if you have any questions.

Respectfully,
WLC Engineering, Surveying, and Planning

Shane M. Porter

Shane M. Porter
Town Engineer/Project Manager

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

NOTICE OF AWARD

Dated: March 14, 2022

TO: Hiteck Communications, Inc.
(Bidder)

ADDRESS: 411 S. Walsh Drive, Suite A137
Casper, WY 82609

CONTRACT: Evansville Video Surveillance Project

PROJECT: Evansville Video Surveillance Project

OWNER'S CONTRACT NO.: N/A

You are notified that your bid dated February 10, 2022 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the Evansville Video Surveillance Project

The Contract Price of your contract is:

Twenty Three Thousand Nine Hundred Eighteen Dollars and Zero Cents
(\$23,918.00)

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by March 29, 2022.

1. Deliver to Owner 3 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (X)].
2. (List other conditions precedent).
 - Provide copies of your general liability insurance accords.
 - Provide Certificate of Workers Compensation and Unemployment Insurance Coverage.
 - Provide copies of Performance and Payment Bonds

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Town of Evansville
(Owner)

By: _____
(Chad Edwards)

Mayor
(Title)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

(Unit Price Agreement Form)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Town of Evansville, hereinafter referred to as the "Owner," and Hitek Communications, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the Town of Evansville is desirous of having Video Surveillance Equipment Installed; and,

WHEREAS, Hitek Communications, Inc., is able and willing to provide those services specified as **Video Surveillance Project**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Video Surveillance Project** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

WLC Engineering and Surveying, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 1, 2022 and completed and ready for final payment by August 15, 2022 in accordance with Paragraph 14.07 of the General Conditions.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that

expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed, **Twenty Three Thousand Nine Hundred Eighteen Dollars and Zero Cents (\$23,918.00)** subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of 50% of Total Contract Price, 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.
 - 5.1.2 After payment of 50% of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the Town of Evansville. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. 0 through 0.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-43, inclusive).
- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 Notice of Award.
- 8.10 Notice to Proceed.
- 8.11 Minutes of Pre-Bid Conference, if any.
- 8.12 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

(THIS AREA INTENTIONALLY LEFT BLANK)

ARTICLE 9. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

ATTEST:

By: _____

Title: _____

CONTRACTOR:

Hitek Communications, Inc.

By: _____

Title: _____

ATTEST:

By: _____

Title: Town Clerk

OWNER:

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

By: _____

Title: Mayor

NOTICE TO PROCEED

Dated March 14 20 22

TO: Hitek Communications, Inc.
(CONTRACTOR)

ADDRESS: 411 S. Walsh Drive, Suite A137
Casper, WY 82609

CONTRACT: Evansville Video Surveillance Project

PROJECT: Evansville Video Surveillance Project

OWNER'S CONTRACT NO: N/A

You are notified that the Contract Times under the above contract will commence to run on March 14, 2022. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is August 1, 2022 and the date of readiness for final payment is August 15, 2022.

Before you may start any Work at the site, paragraph 2.05C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must
(add other requirements)

Town of Evansville

(OWNER)

By:

(AUTHORIZED SIGNATURE)

Mayor

(TITLE)

COPY to ENGINEER

(Use Certified Mail, Return Receipt Requested)