

WORK SESSION AGENDA



**Casper City Council
 City Hall, Council Meeting Room
 Tuesday, August 10, 2021, 4:30 p.m.**

Work Session Meeting Agenda		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-up		5 min	4:30
2.	Telecommunication Right of Way Use Agreement with Advanced Communications Technology, Inc. (DBA Range)	Move Forward for Approval	20 min	4:35
3.	Public Education Process for the Optional 6th Cent Tax	Information Only	30 min	4:55
4.	Roof Inspections	Direction Requested	20 min	5:25
5.	Agenda Review		20 min	5:45
6.	Legislative Review		20 min	6:05
7.	Council Around the Table		10 min	6:25
Approximate End Time:				6:35

****Please silence cell phones during the meeting****

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

July 21, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: John Henley, City Attorney *JH*
Wallace Trembath, Deputy City Attorney *W.T.*

SUBJECT: A Resolution Authorizing Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

Meeting Type & Date

August 10, 2021
Work Session

Action type

Information and Direction requested.

Recommendation

That Council approve, a proposed Resolution granting a Telecommunications Right of Way Use Agreement (“Agreement”) between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

Summary

RANGE desires to install raceway to provide and maintain a fiber-optic communications system on the City’s public right-of-ways (Streets). Currently, the number and scope of locations for the fiber optic facilities are quite limited, and a traditional franchise agreement based on gross revenue would be impractical for both parties. The proposed Agreement compensates the City for the use of its rights-of-way, protects public health and safety, and allows RANGE to provide fiber-optic service to its clients in the City of Casper. The Agreement is designed to allow for further expansion of RANGE’s facilities as necessary at established rates. If and when RANGE chooses to provide service to a much larger client base, the City and RANGE could replace this Agreement with full franchise similar to other the franchises with other telecommunication entities in the City.

Financial Considerations

RANGE will pay the City: (1) an initial installation fee of one dollar and fifty-two cents (\$1.52) per lineal foot of raceway installed; (2) an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facilities Location Map, and (3) twelve cents (\$.12) per foot fee for each foot of City street encumbered by RANGE beginning the first day of January following the initial installation. The twelve cent (\$.12) per foot fee will increase and compound by 2.9% per year for the term of the Agreement.

Oversight/Project Responsibility

City Attorney's Office: Document drafting

Financial Services: Fees/accounts receivable

Public Service: Coordination and permitting work in City right of way.

Attachments

Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

1

**TELECOMMUNICATIONS RIGHT OF WAY USE AGREEMENT
BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC.
(DBA RANGE), AND THE CITY OF CASPER, WYOMING**

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; including adopting ordinances, resolutions, and regulations, necessary for the health safety and welfare of the City; and,

WHEREAS, Advanced Communications Technology, Inc., (d/b/a Range) desires to install conduit to maintain a fiber-optic communications system on the City's public right-of-ways (Streets); and,

WHEREAS, the terms between the parties are set forth in this Telecommunications Right of Way Use Agreement and as set out below.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

- 1. Parties.** The parties to this Agreement are Advanced Communications Technology, Inc., dba Range, ("Company"), whose address is P.O. Box 7039, Sheridan, Wyoming 82801; and the City of Casper, Natrona County, Wyoming, a municipal corporation, ("City"), whose address is 200 North David Street, Casper, Wyoming 82601.
- 2. Notices.** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL with tracking numbers), or by facsimile with correct answerback received, and will be effective upon receipt:

The City of Casper, Wyoming
Attn: City Attorney's Office
200 N. David Street
Casper, WY 82601
307-235-7504
Fax: 307-235-7506

Advanced Communications Technology, Inc.
Attn: General Manager
P.O. Box 7039
Sheridan, WY 82801
Fax: 307-673-0911

3. **Purpose of Contract.** To permit Company limited use of the public right-of-way (Streets) for the installation of conduit to maintain a fiber optic communications system. For the purpose of this Agreement only, the terms below are defined as follows:
 - A. The term “City” means the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming.
 - B. The term “Company” means the entity described above which is authorized to do business in the State of Wyoming.
 - C. The term “Facilities” means the construction and installation of conduits or raceways for fiber optic communications systems at locations specifically described in Exhibit A, which is attached and made part of this Agreement.
 - D. The term “Sidewalk” means any portion of a street between the curblineline and the adjacent property line intended for the use of pedestrians.
 - E. The term “Street” means public streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public ways in the City.
4. **Location of Facilities.** The specific area where the fiber optic communication systems Facilities will be installed is described in the Facilities Location Map, Exhibit A, which is attached hereto and made part of this Agreement.
5. **Term of Contract and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is five (5) years from the date of execution. At the expiration of the initial term, this Agreement will automatically renew for successive five (5) year terms unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the current term.
6. **Payments.**
 - A. The Company agrees to pay the City an initial installation fee of one dollar and fifty-two cents (\$1.52) per foot, as more fully described in Exhibit B. The Company agrees to pay an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facilities Location Map. The Company agrees to pay an annual twelve cents (\$.12) per foot fee for each foot of City Street encumbered by the Company beginning the first day of January following the initial installation. The twelve cent (\$.12) per foot fee shall increase and compound by 2.9% per year, for the term of the Agreement; including any extensions, as further detailed in the attached Exhibit C.
 - B. **Late Payments.** If any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, the Company shall pay interest in the amount of 1.5% per month compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

- C. **Underpayments.** If a net Company underpayment is discovered as a result of an audit, the Company shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date the Company remits the underpayment to the City.
- D. **No accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of the Company.
- E. **Final Payment Upon Termination/Financial Statements.** If this Agreement terminates for any reason, any amounts owed to the City are due within (30) thirty days.

7. Plan, Design, Construction and Installation of Company's Facilities.

- A. The Company's Facilities shall be located, constructed and maintained so that none of its Facilities shall endanger the lives or property of the City or its citizens; or interfere with any improvements the City; or hinder or obstruct the free use of Streets by the public.
- B. The Company agrees and understands in the event the City determines it is necessary to make public improvements in or upon any City Street(s) or City land, including but not limited to, altering the grade of any Street(s), the City shall provide reasonable notice to the Company per Section 9.A of this Agreement, and the Company shall, at its own expense, abandon in place, or remove and relocate its Facilities and restore the Street(s) in accordance with standards for such work set by City Code and by the City Manager, or his/her designee. The Company shall not place fixtures that interfere with any other utility. The Company agrees that the City Manager, or his/her designee, may, solely in his/her discretion, limit the time period during which the Company may construct, locate, repair or maintain its Facilities in arterial Streets. Nothing in this section is intended nor should be construed to prevent the Company from performing necessary repairs in the event of an emergency. In the event of Street(s) closure, notice shall be given to the City Manager, or his/her designee immediately.
- C. The Company shall notify the City Manager, or his/her designee, of all substantial repairs or replacement of existing Facilities including repairs or replacement within or under unimproved or future City Streets. In addition, the Company shall, at its own expense, provide the City with a plan for significant repairs or replacement of existing Facilities including repairs within or under unimproved or future City Streets at least thirty (30) days prior to commencement of the repair or replacement.
- D. The Company shall, prior to commencing construction work in any Streets other public places, apply for a permit from the City. The Company will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable

law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. The Company shall obtain excavation permits for Streets, regardless of surfacing types, and traffic control permits for all Streets, and shall not unnecessarily obstruct the use of any Street. All mains, services, and pipes laid or installed under this Agreement shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the City Manager, or his/her designee. Notwithstanding the foregoing, the Company shall not be obligated to obtain a permit to perform emergency repairs.

- E.** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with City Streets and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.
- F.** The Company, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Street or public place, and where the paving or surface of any Street, is disturbed, The Company, at its own expense and in a manner satisfactory to the City Manager, or his/her designee, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, the standards for such work set by the City Manager, or his/her designee, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.
- G.** Paved Streets shall be bored or drilled when crossed under the ground by Company's Facilities so that the City's paved Streets will not be unnecessarily damaged. The City Manager, or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.
- H.** If, during the course of work on its Facilities, the Company causes damage to or alters the Street or other public property, the Company shall replace and restore such Street or public property at the Company's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.
- I.** The City Manager, or his/her designee, has the discretion to authorize the excavation of City Streets subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, the Company shall avoid, so far as practicable, interfering with the use of any Street, alley or public place.
- J.** All Facilities constructed under this Agreement shall be used, constructed and maintained in accordance with applicable law, codes and regulations. The Company

shall comply with the Casper Municipal Code, Title 12 – Streets, Sidewalks and Public Places, as amended and in its entirety.

- K.** The Company understands and agrees that the Company may provide a representative to observe work by the City and others in the vicinity of the Company's Facilities; however, the inability of the Company to provide an inspector shall not preclude the City, its contractors, agents, permittees, or employees from working in the vicinity of the Company's Facilities.
- L.** Nothing in this Agreement shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, Streets, water mains, Sidewalks, or other public property.
- M.** The Company shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.
- N.** This Agreement does not establish priority for use of Streets over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Streets. The City shall control distribution of space in the Street, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.
- O.** The Company shall comply with the Wyoming underground Facilities Notification Act, Wyoming Statutes §§ 37-12-301 through 37-12-307 (2017), as it may be amended from time to time.
- P.** The Company shall provide at no cost to the City as-built maps to the City Manager, or his/her designee, within ninety (90) days of the completion of any conduit installation and shall perform the work required to locate its System. All maps shall be presented digitally either in an AutoCAD and GIS Compatible format. All data shall be layered to allow for identification of disparate systems, for example fiber vaults from conduit raceways. All data shall be attributed; recommended attributes could include raceway number, fiber vault identification numbers, and installation year. All data presented shall be in a format adopted by the City of Casper, currently NAD_1983_2011_StatePlane_Wyoming_E_Central_FIPS_4902_Ft_US, and as may be amended from time to time.
- Q.** The Company agrees and understands that this Agreement is not a franchise agreement. Its terms are limited to the installation and operation of Facilities described in Exhibit A, and any amendments authorized by the City.
- R.** The Company agrees and understands that when working in any City Street, the Company shall comply with the current City of Casper Code including, but not limited to the Casper Municipal Code.
- S.** The Company shall submit new construction designs to the City Manager, or his/her designee, for approval. The Company may not direct bury fiber optic cables unless

prior written approval is received from the City Manager, or his/her designee. Once the Company has installed raceways, then the Company may pull/install unlimited fiber pairs within one or more of the raceways.

- T. The Company shall lease available inner ducts or raceways to other entities for a reasonable annual fee, not to exceed ten percent (10%) of the Company's construction cost of the raceway. The City shall have an option to lease an inner duct for municipal and governmental purposes, at any time that there are inner ducts available. During the term of the Agreement, the City shall have a continuing right of first refusal for the final inner duct/raceway. Within thirty (30) days after receipt of Company's written notice, the City shall either elect to lease the final inner duct/raceway upon the terms presented or decline.
- U. The Company shall pay the appropriate compensation for any installation in accordance with Section 6. Payments, of this Agreement and receive design approval from the City Manager, or his/her designee, before commencing work.
- V. Company shall install additional fiber optic communication systems Facilities, with the approval of the City Manager, or his/her designee, under and along additional Streets within the City, by submitting a written amendment to this Agreement, a revised Facilities Location Map, and the appropriate compensation.

8. Responsibilities of City.

- A. The City shall grant the Company limited permission to install fiber optic communication systems Facilities along and within the Street in the City of Casper, Wyoming. The area where the fiber optic communication systems Facilities will be installed is more fully described in Exhibit A.
- B. The City shall comply with its obligations under Wyoming Underground Facilities Notification Act, WYO. STAT. §§ 37-12-301 through 37-12-307 (2017).
- C. The City shall be responsible for all costs related to the installation of its fiber into the Company inner duct available for City use and shall pay the Company the same lease rate the City charges for lease of City owned inner ducts in its raceways.

9. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation of Company Facilities.

- i. The Company shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Company Facilities, property or equipment located in a Street when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Street vacation, Street construction, change or establishment of Street grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for

public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at Company's expense. Except during an emergency, the City shall provide reasonable notice to Company of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow the Company an opportunity to perform such action. Following notice by the City, the Company shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Street, or on any other property of the City. If the City requires Company to relocate its Facilities located within the Street, the City shall provide the Company with an alternative location within the Street where practical.

- ii. Excluding circumstances or events outside of its reasonable control, if the Company fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at the Company's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, the Company shall pay the City.

B. Relocation for a Third Party. The Company shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Company Facilities, property or equipment located in the Street, provided that the cost of such action is borne by the person requesting it and the Company is given advance written notice of not less than sixty (60) days. In such situation, the Company may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, the Company shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and the Company may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. The Company may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting Facilities in adjacent Streets. The City shall promptly evaluate such alternatives and advise the Company in writing if one or more of the alternatives are suitable. If requested by the City, the Company shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Company full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the Company shall relocate the Facilities as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever the Company intends to discontinue using any Facilities in the Streets, the Company shall submit for the City's approval a complete description of the Facilities and the date on which the Company intends to discontinue using the Facilities. The Company may remove the Facilities or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require the Company to perform a combination of abandonment, modification or removal of the Facilities upon a reasonable schedule set by the City. Until such time as the Company abandons, removes or modifies the Facilities, as directed by the City, the Company shall be responsible for all necessary repairs and relocations of the Facilities, as well as maintenance of the Street, in the same manner and degree as if the Facilities were in active use, and the Company shall retain all liability for such Facilities during such time. If the Company abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, access purposes.

10. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to Wyoming Statutes § 1-39-101 *et. seq.*, and all other applicable law.

C. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without prior written permission of the City.

D. Records Inspection. The City shall have the right to audit records pertinent to the Agreement to ensure compliance with this Agreement. The City shall give reasonable written notice of its intent to audit. It is the Company's responsibility to collect and to make available to the City for copying, at the Company's local office, all records upon which payment is required. If a City review of payments shows that the Company has underpaid the fees by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and the Company shall each bear an equal amount of the

cost of the audit; or (iii) more than five percent (5%) for the year, the Company shall bear the cost of the audit.

- E. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City ordinance.
- F. Certificate of Good Standing.** The Company shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Agreement.
- G. Compliance with Laws.** The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement consists of 16 pages, and Exhibits and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without fault or negligence of the nonperforming party.
- J. Indemnification.**

 - i. General Indemnification.** The Company shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, or any other act done under this Agreement, by or for the Company its agents, or its employees, or by reason of any neglect or omission of the Company. The Company shall consult and cooperate with the City while conducting its defense of the City.

- ii. *Indemnification for Relocation.* The Company shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, the Company's failure to remove, adjust or relocate any of its Facilities in the Streets in a timely manner in accordance with this Agreement.
- iii. *Hazardous Substances Indemnification.* The Company shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) caused by the System.

K. Independent Contractor. The Company shall function as an independent contractor for purposes of this Agreement and shall not be considered an employee of the City for any purpose. The Company shall assume sole responsibility for any debts or liabilities that may be incurred by the Company in fulfilling the terms of this Agreement and shall be solely responsible for payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on the behalf of the City. The Company agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Company or the Company's agents and/or employees as a result of this Agreement.

L. Notices. All notices arising out of, or from, the provisions of this Agreement shall be required or permitted to be given by a Party to the other Party must be in writing and either delivered in person or sent to the address shown in Section 2 of this Agreement, (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL with a tracking number), or by facsimile with correct answerback received, and will be effective upon receipt.

M. Notice and Approval of Proposed Sale or Transfer of the Company. The Company shall provide the City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Company. Such notice shall be provided in accordance with the notices provision of this Agreement. If the City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Company's obligations under this Agreement, then the City may, at its option, terminate or renegotiate this Agreement.

N. Ownership of drawings. The Company and the City shall have joint ownership of the drawings resulting from performance of this Agreement.

O. Patent or Copyright Protection. The Company recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions and warrants that no work performed by the Company or its subcontractors will violate any such restriction. The Company shall defend and indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

P. Insurance Requirements. Prior to the commencement of any work, the Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its subcontractors, agents, representatives, or employees:

i. *Minimum Scope and Limit of Insurance.*

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): On an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.
- b. Automobile Liability: Covering, Code 1 (any auto), or if the Company has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.
- c. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits. The Workers’ Compensation policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
- d. Professional Liability (Errors and Omissions) Insurance appropriate to the Company’s profession, with limit no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence.
- e. The parties recognize that the minimum insurance coverage limits are consistent with the amounts for which the City may be liable under the Wyoming Governmental Claims Act, W.S. §1-39-101 *et. seq.* If the

Wyoming Legislature increases the amounts for which the City is liable under the Wyoming Governmental Claims Act, W.S. §1-39-101 *et. seq.*, the Company shall increase its insurance coverage in accordance with the new limits for which the City may be liable.

- ii. ***Higher Limits.*** If the Company maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- iii. ***Other Insurance Provisions.***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. ***Additional Insured Status.*** The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Company's insurance.
- b. ***Primary Coverage.*** For any claims related to this contract, the Company's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.
- c. ***Waiver of Subrogation.*** The Company grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of the Company may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of the Company's negligence. The Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- d. ***Acceptability of Insurers.*** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.
- e. ***Claims Made Policies.*** If any of the required policies provide coverage on a claims made basis:

- I. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - II. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of this Agreement*. However, the Company's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
 - III. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Company must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.
- f. *Verification of Coverage*. The Company shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Company's obligation to provide them.
 - g. *Subcontractors*. The Company shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and the Company shall ensure that the City is an additional insured on insurance required from subcontractors.
 - h. *Special Risks or Circumstances*. The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Q. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

R. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

S. Taxes. The Company shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales tax.

T. Termination of Agreement. This Agreement may be terminated immediately for cause if the Company fails to perform in accordance with the terms of this Agreement. The parties agree that upon termination of the Agreement all Facilities in City Streets become property of the City.

U. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

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

W. Noncompliance; Claims under the Agreement.

- i.** In the event that the City believes that the Company has not complied with the terms of the Agreement, the City Manager, or his/her designee, shall informally discuss the matter with the Company. If these discussions do not lead to resolution of the problem, the City shall notify the Company in writing of the exact nature of the alleged noncompliance.
- ii.** The Company shall have thirty (30) days from receipt of the written notice described in the previous paragraph to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within sixty (60) days of the request.
- iii.** The City and Company agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to this section, shall be heard and determined either in a state or federal court located in the City.

City Signatures

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

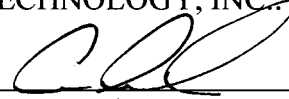
Date: _____

Company Signatures

APPROVED AS TO FORM

Witness

ADVANCED COMMUNICATIONS
TECHNOLOGY, INC.:



Aaron Sopko

VP/GM

Title

Date: 07/26/2021

Exhibit A

Poplar Street

738 feet



Poplar Street (2 pages)



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

September 12, 2016

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 15967-05

Description: (5' Wide Licensed Premises-N. Poplar Street)

A Parcel and Strip being 5 feet in width located in and being a portion of the NW1/4NE1/4 and the SW1/4NE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in said NW1/4NE1/4, Section 32, and from which point the southeast corner of said NW1/4NE1/4, Section 32, bears S.89°46'28"E., 412.94 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, into said SW1/4NE1/4, Section 32, S.19°27'46"W., 108.75 feet to a point; thence continuing along said centerline, S.5°54'56"E., 84.26 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 955.00 feet and through a central angle of 25°18'56", southeasterly, 421.96 feet and the chord of which bears S.5°20'35"E., and distance of 418.53 feet to a point of non-tangency; thence continuing along said centerline, S.32°05'24"E., 99.61 feet to a point; thence continuing along said centerline, N.57°54'37"E., 23.47 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the northeast corner of said SW1/4NE1/4, Section 32, bears N.18°46'33"E., 213.20 feet, and said Parcel and Strip containing 0.085 acres, more or less, as set forth by plat attached hereto.



CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

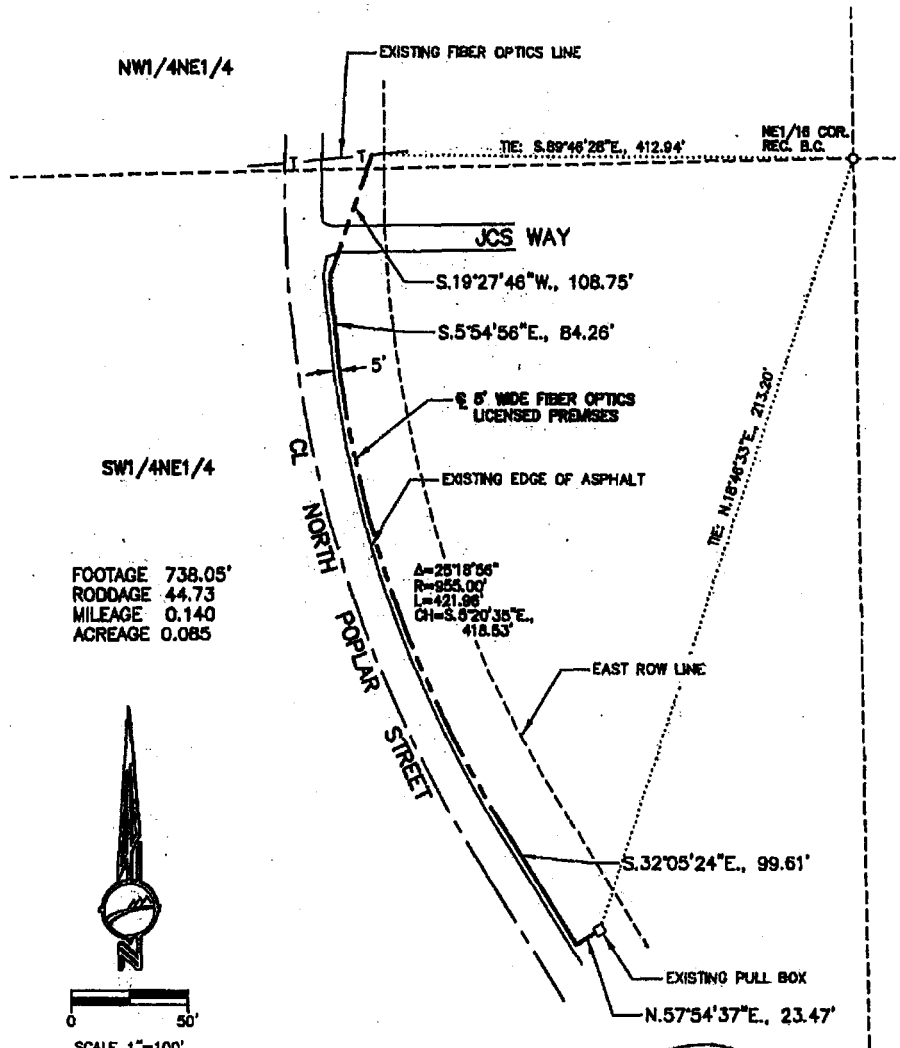
WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Exhibit "A"

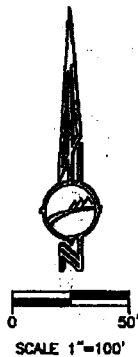
Client ACT Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

NW1/4NE1/4 &
 SW1/4NE1/4 Section 32, T. 34 N., R. 79 W., 8th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



FOOTAGE 738.05'
 RODDAGE 44.73
 MILEAGE 0.140
 ACREAGE 0.085



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 8/12/18
 W.O. No. 15967-05
 Drwn By: SJG
 Acad File: ACT 15967-05



T Mobile on Poplar

343 feet

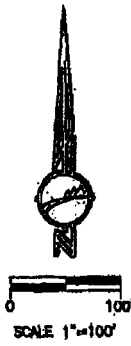
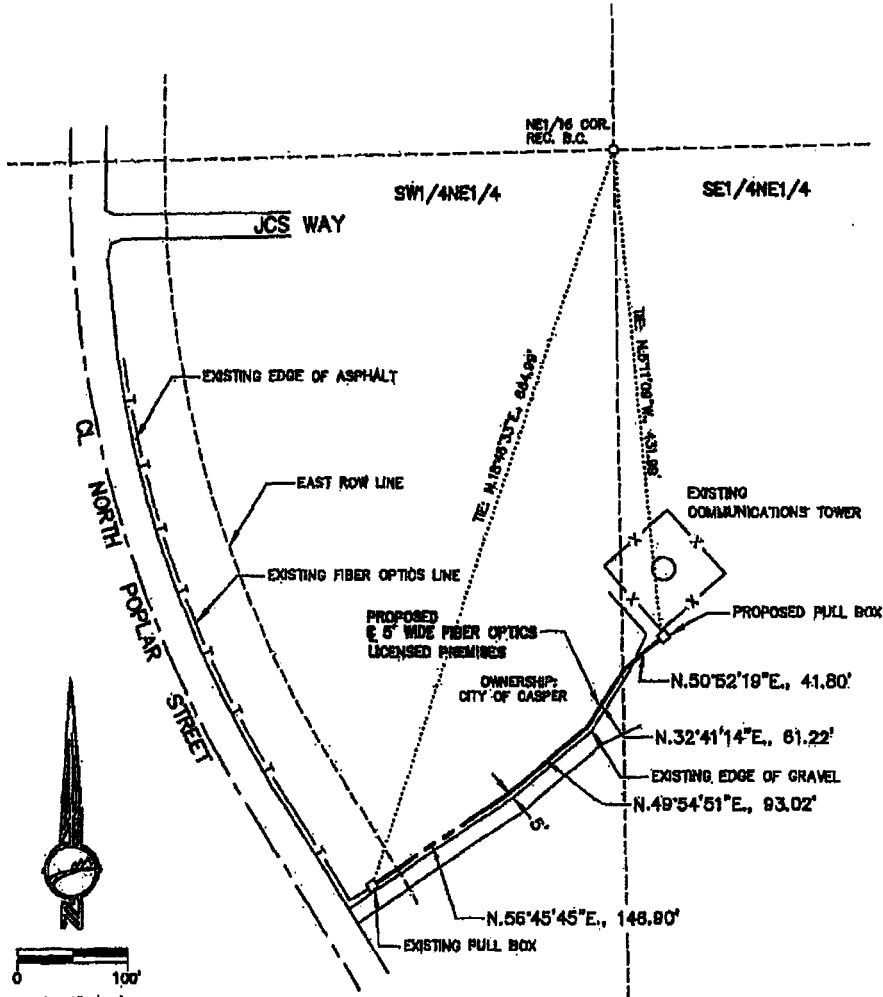


EXHIBIT B
WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ACT Address 280 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

SW1/4NE1/4 &
 SE1/4NE1/4 Section 32, T. 34 N., R. 78 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

FOOTAGE 342.84'
 RODDAGE 20.78
 MILEAGE 0.065
 ACREAGE 0.039

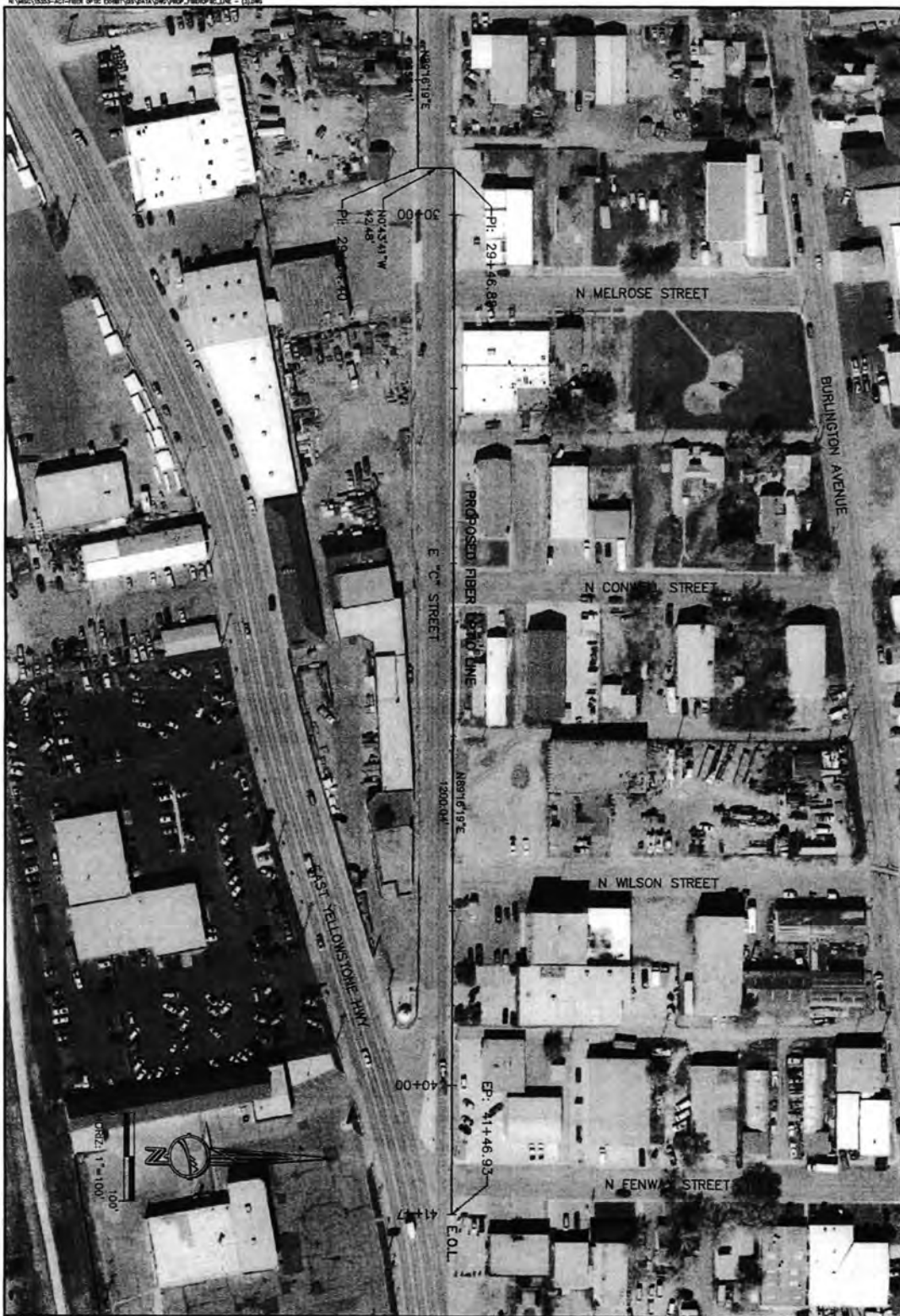



Date: 11/9/17
 W.O. No. 16398
 Drawn By: SJG
 Acad File: ACT 16398

East C Street
4,147 feet







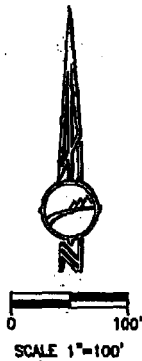
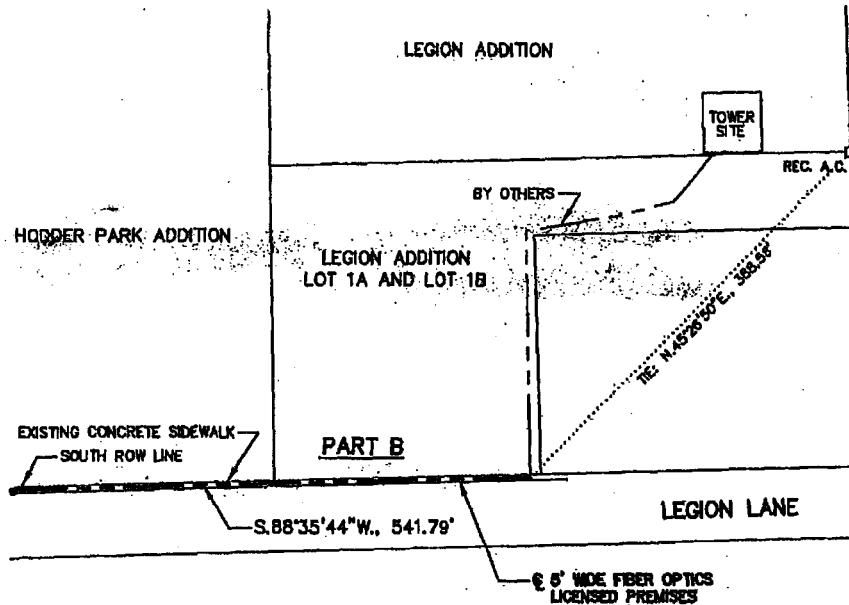
TOTAL 3 OF 3 DATE 11/5/2014	<p style="text-align: center;">ACT TELEPHONE PROPOSED FIBER OPTIC LINE CITY OF CASPER UTILITY LICENSE EXHIBIT</p>	REVISIONS	Drawn By: <u>DMC</u> P.L. No.: <u>16353</u> Title: <u>300</u> Book No.: Acad File: <u>F200_FIBER_OPTIC_LINE - (3)</u> FOR: ACT TELEPHONE 290 NORTH BROOKS ST SHERIDAN, WY 82801	 <p>WLC ENGINEERING • SURVEYING • PLANNING 200 PROHNSHORN, CASPER, WY. 82401</p>
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WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82601

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



PART B
 FOOTAGE 4472.85'
 RODDAGE 271.08
 MILEAGE 0.847
 ACREAGE 0.513

BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15867-05
 Drawn By: SJC
 Acad File: ACT 15867-05

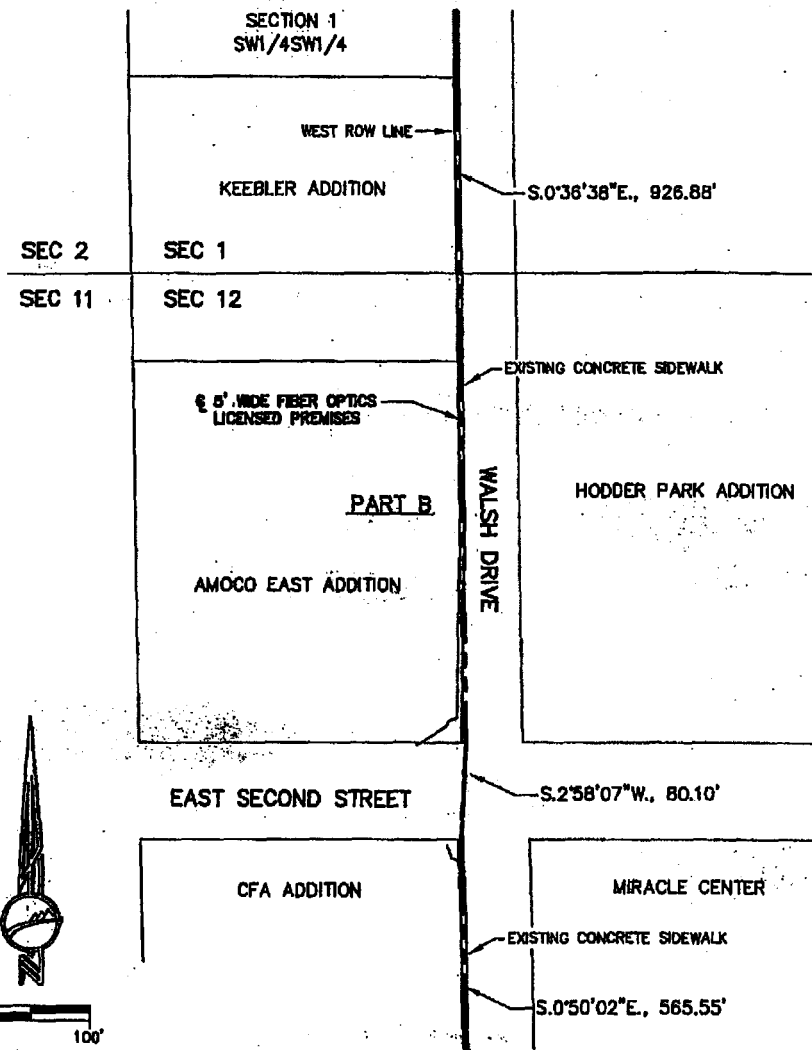
SHEET 3 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82801
 FOR

Client: ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 8th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15987-05
 Drwn By: SJO
 Acad File: ACT 15987-05

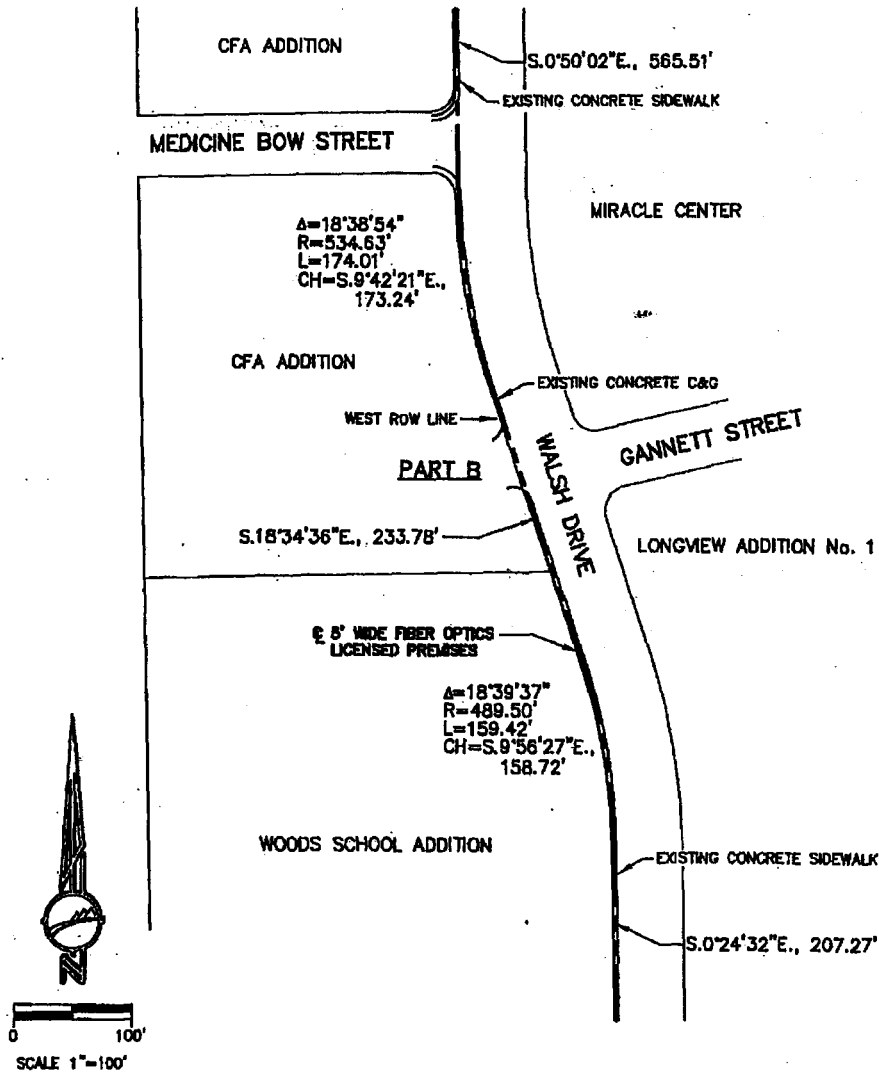
SHEET 4 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15987-05
 Drwn By: SJS
 Acad File: ACT 15987-05

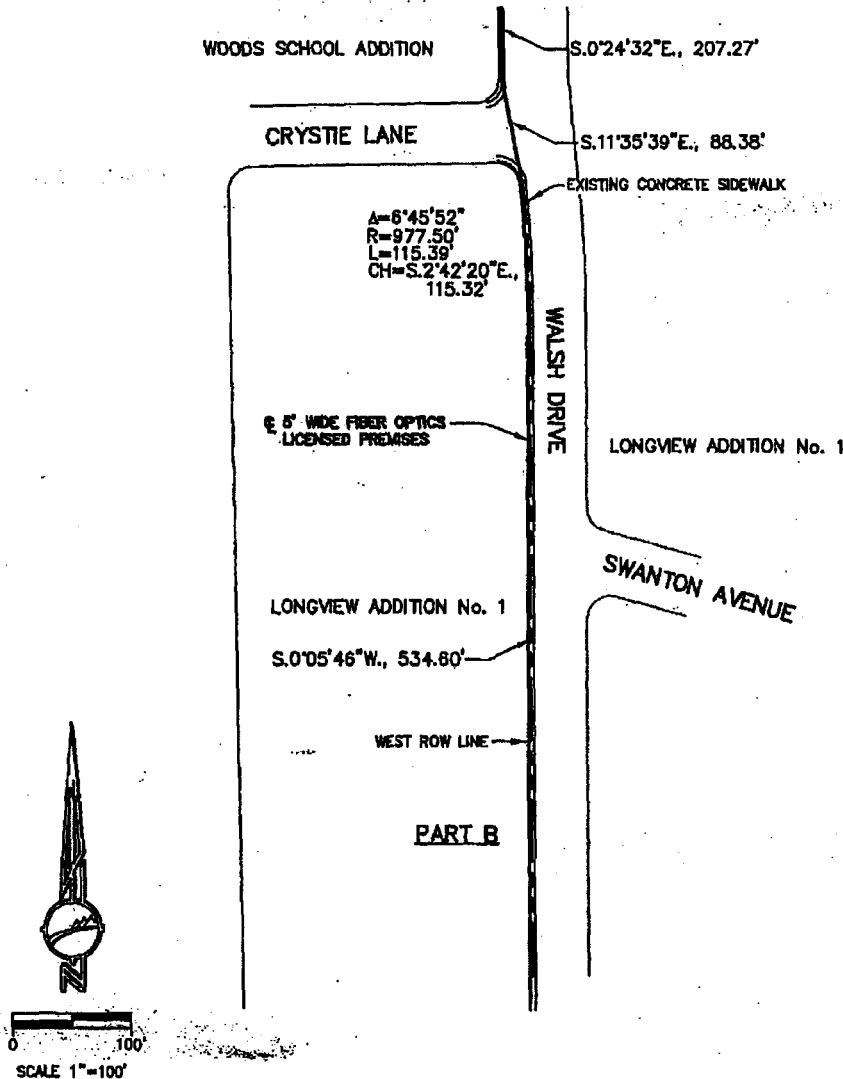
SHEET 5 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15967-05
 Drawn By: SJO
 Acad File: ACT 15967-05

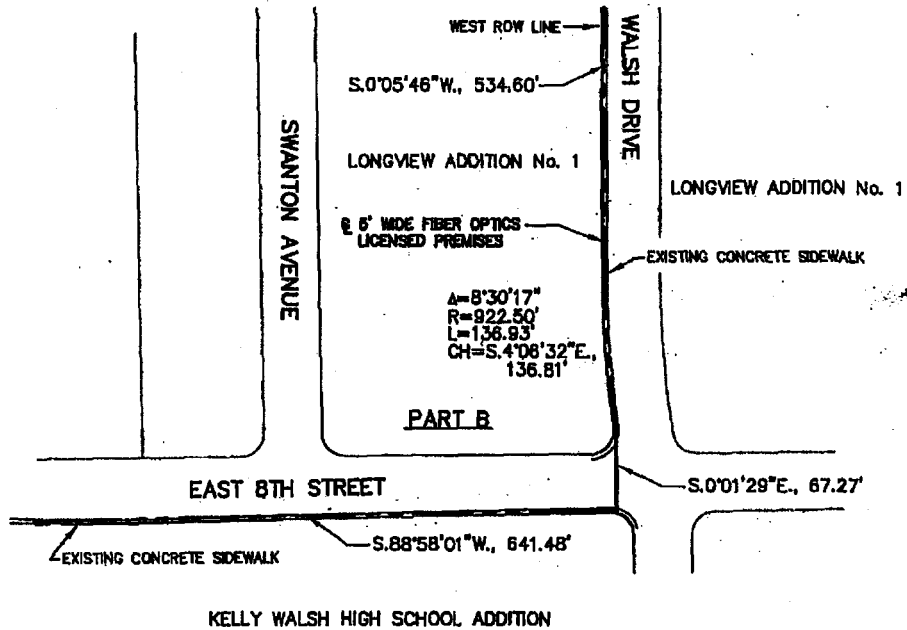
SHEET 6 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

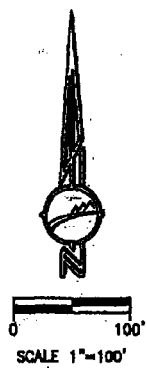
Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



KELLY WALSH HIGH SCHOOL ADDITION



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15987-05
 Drwn By: SJC
 Acad File: ACT 15987-05

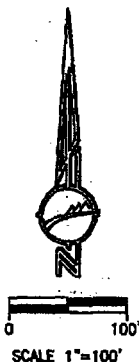
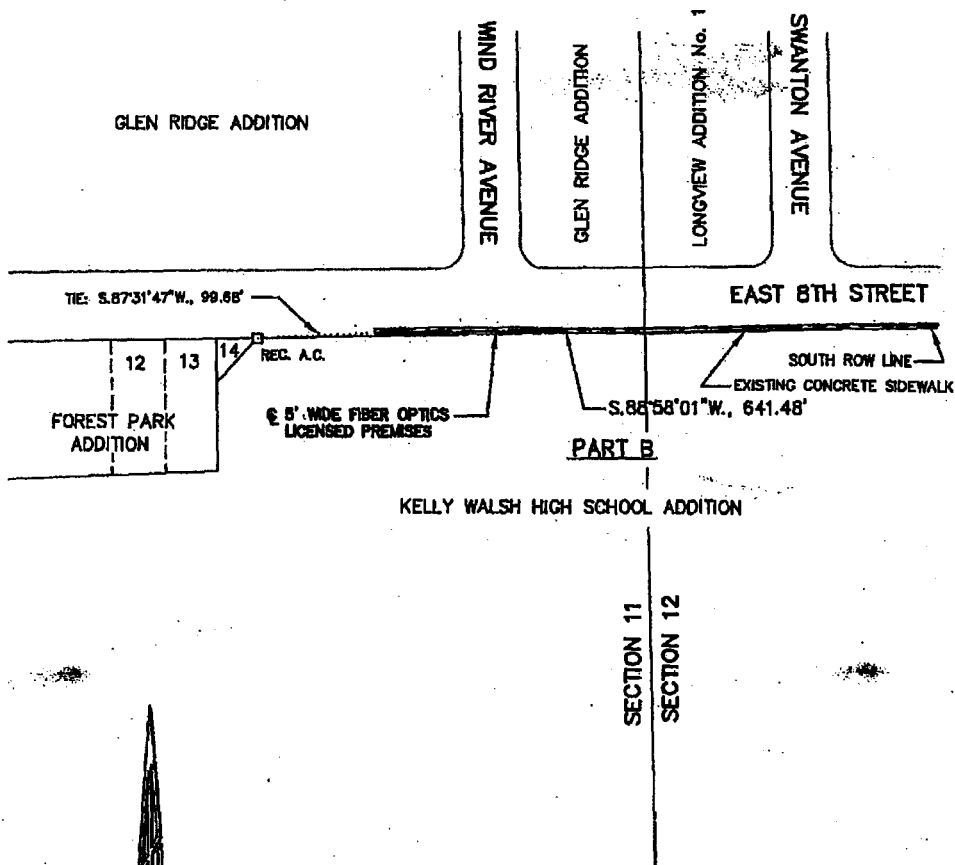
SHEET 7 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 8/12/16
 W.O. No. 15997-05
 Drwn By: SJG
 Acad File: ACT 15997-05

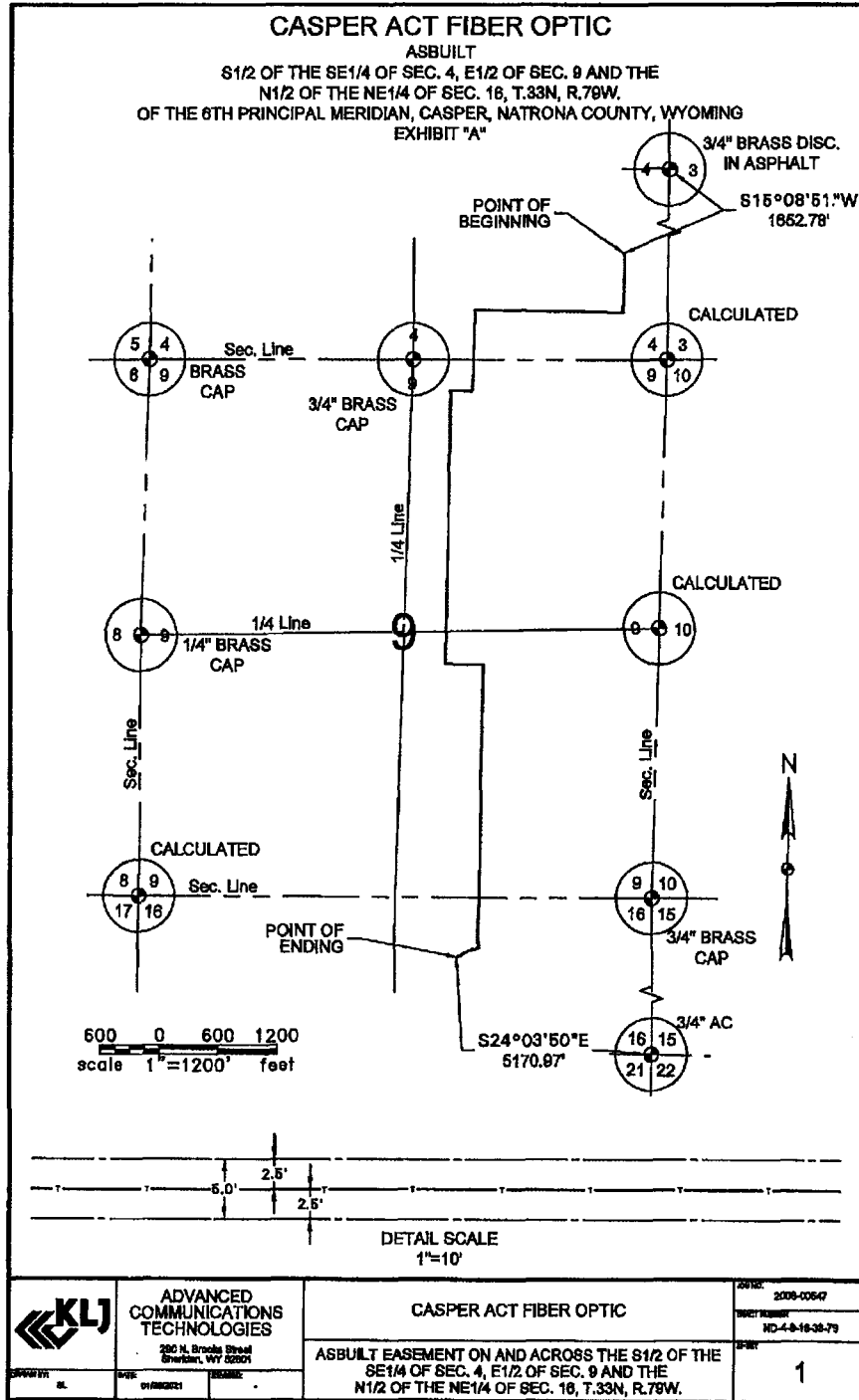
SHEET 8 OF 8

Casper College

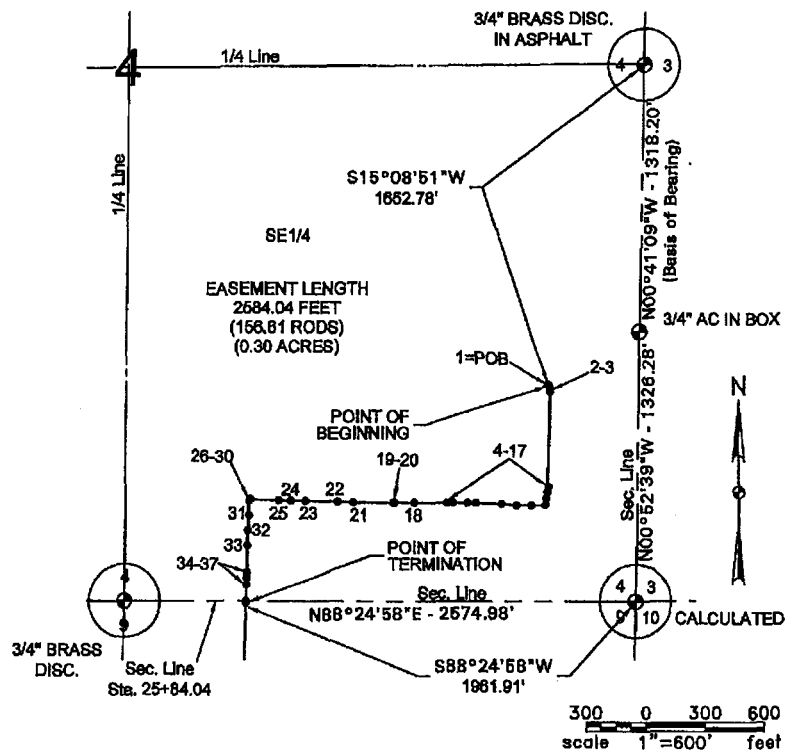
9,286 feet




Casper College (15 pages)



CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 4, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"




 ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooklyn Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC		2008-00547 WY-4-83-78-8E4
	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		1

CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 4, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
1=POB	0+00.00	42°51'10.71" N	106°19'07.81" W	S29°00'09"E	17.54'
2	0+17.54	42°51'10.55" N	106°19'07.69" W	S04°21'02"E	19.15'
3	0+36.89	42°51'10.38" N	106°19'07.68" W	S00°28'18"E	485.46'
4	5+02.15	42°51'05.77" N	106°19'07.70" W	S09°28'02"W	28.13'
5	5+30.28	42°51'05.49" N	106°19'07.77" W	S08°51'40"W	28.82'
6	5+59.20	42°51'05.21" N	106°19'07.83" W	S04°43'50"W	31.80'
7	5+90.80	42°51'04.90" N	106°19'07.87" W	S29°22'16"W	1.88'
8	5+92.48	42°51'04.89" N	106°19'07.88" W	S66°39'35"W	2.05'
9	5+94.53	42°51'04.88" N	106°19'07.91" W	S88°11'07"W	69.15'
10	6+63.68	42°51'04.87" N	106°19'08.84" W	S88°36'52"W	74.58'
11	7+38.24	42°51'04.86" N	106°19'09.84" W	N86°35'11"W	74.08'
12	8+12.32	42°51'04.91" N	106°19'10.83" W	N89°48'01"W	129.02'
13	9+41.34	42°51'04.93" N	106°19'12.56" W	S88°27'39"W	4.13'
14	9+45.47	42°51'04.94" N	106°19'13.18" W	N89°37'09"W	40.59'
15	9+86.06	42°51'04.94" N	106°19'13.16" W	S88°27'50"W	75.12'
16	10+81.18	42°51'04.92" N	106°19'14.17" W	S85°51'43"W	30.32'
17	10+91.50	42°51'04.91" N	106°19'14.57" W	S89°10'40"W	164.08'
18	12+55.58	42°51'04.90" N	106°19'16.78" W	S87°45'18"W	100.32'
19	13+55.88	42°51'04.88" N	106°19'18.12" W	S81°31'07"W	4.01'
20	13+59.89	42°51'04.87" N	106°19'18.18" W	S89°10'54"W	204.36'
21	15+64.25	42°51'04.87" N	106°19'20.92" W		

BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

 ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Casper, WY 82401	CASPER ACT FIBER OPTIC		JOB NO. 2008-00547
	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		PROJECT NUMBER WY-4-33-79-0E4 SHEET <div style="text-align: center; font-size: 24pt; font-weight: bold;">2</div>


Job #: 2008-00547 - 029 Add - K:\Projects\2008\04\T33N_R79W\ASBUILT\04_PMBL.dwg

© KLJ 2008

CASPER ACT FIBER OPTIC
ASBUILT
SE1/4 OF SEC. 4, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
21	15+84.25	42°51'04.87" N	106°19'20.92" W	S89°15'21"W	76.40'
22	16+40.85	42°51'04.87" N	106°19'21.95" W	N89°55'19"W	164.38'
23	18+06.03	42°51'04.89" N	106°19'24.15" W	S89°16'17"W	74.16'
24	18+79.19	42°51'04.89" N	106°19'25.15" W	N89°43'42"W	59.14'
25	19+38.33	42°51'04.90" N	106°19'25.94" W	S89°42'33"W	143.05'
26	20+81.38	42°51'04.91" N	106°19'27.86" W	S81°23'29"W	3.72'
27	20+85.10	42°51'04.90" N	106°19'27.91" W	S83°04'47"W	0.52'
28	20+85.62	42°51'04.90" N	106°19'27.92" W	S38°43'39"W	3.19'
29	20+88.81	42°51'04.88" N	106°19'27.95" W	S18°19'15"W	2.91'
30	20+91.72	42°51'04.85" N	106°19'27.96" W	S00°55'55"E	71.28'
31	21+83.00	42°51'04.14" N	106°19'27.95" W	S02°19'29"W	74.60'
32	22+37.80	42°51'03.41" N	106°19'28.01" W	S00°21'42"E	73.94'
33	23+11.54	42°51'02.68" N	106°19'28.01" W	S01°37'23"E	132.38'
34	24+43.92	42°51'01.37" N	106°19'27.98" W	S04°04'02"W	4.05'
35	24+47.97	42°51'01.33" N	106°19'27.99" W	S02°52'52"W	24.56'
36	24+72.53	42°51'01.09" N	106°19'28.01" W	S00°51'32"E	30.31'
37	25+02.84	42°51'00.79" N	106°19'28.01" W	S00°22'10"W	81.20'
Sec. Line	25+84.04	42°50'59.99" N	106°19'28.03" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W NDD°41'00"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>290 N. Brooks Street Casper, WY 82501</small>	CASPER ACT FIBER OPTIC	<small>JOB NO.</small> 2008-00847
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.	<small>WY-435-79-004</small> <small>REVISION</small> 3

Jan 27, 2011 10:59 AM - K:\Projects\Information\ACT1008_00847\CADD\sketch_00847.dwg

© H.L.J. 2011

CASPER ACT FIBER OPTIC


ASBUILT
SE1/4 OF SEC. 4, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY

A tract of land located in the South Half of the Southeast Quarter of Section 4, East Half of Section 9, and the North Half of the Northeast Quarter Section 16, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, State of Wyoming, being more particularly described as a strip of land five (5) feet in width, two and one-half (2.5) feet on each side of the following described centerline:

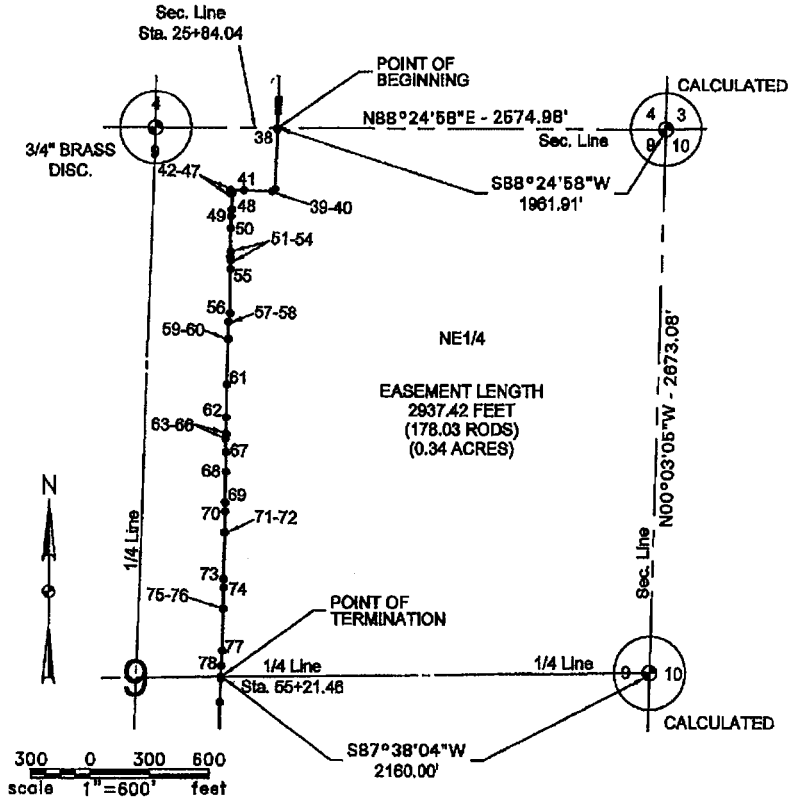
Beginning at the Northeast Corner of the Southeast Quarter of said Section 4, T33N R79W; thence on an azimuth of S15°08'51"W a distance of 1652.78 to the POINT OF BEGINNING; thence on an azimuth of S29°00'09"E a distance of 17.54 feet to a point (PI #2); thence on an azimuth of S04°21'02"E a distance of 19.16 feet to a point (PI #3); thence on an azimuth of S00°28'18"E a distance of 465.46 feet to a point (PI #4); thence on an azimuth of S08°28'02"W a distance of 28.13 feet to a point (PI #5); thence on an azimuth of S06°51'40"W a distance of 28.92 feet to a point (PI #6); thence on an azimuth of S04°43'50"W a distance of 31.60 feet to a point (PI #7); thence on an azimuth of S29°22'16"W a distance of 1.68 feet to a point (PI #8); thence on an azimuth of S86°39'35"W a distance of 2.05 feet to a point (PI #9); thence on an azimuth of S88°11'07"W a distance of 69.16 feet to a point (PI #10); thence on an azimuth of S88°36'52"W a distance of 74.56 feet to a point (PI #11); thence on an azimuth of N86°35'11"W a distance of 74.08 feet to a point (PI #12); thence on an azimuth of N89°48'01"W a distance of 129.02 feet to a point (PI #13); thence on an azimuth of S88°27'39"W a distance of 4.13 feet to a point (PI #14); thence on an azimuth of N89°37'08"W a distance of 40.59 feet to a point (PI #15); thence on an azimuth of S88°27'50"W a distance of 76.12 feet to a point (PI #16); thence on an azimuth of S85°51'43"W a distance of 30.32 feet to a point (PI #17); thence on an azimuth of S89°10'40"W a distance of 164.06 feet to a point (PI #18); thence on an azimuth of S87°45'18"W a distance of 100.32 feet to a point (PI #19); thence on an azimuth of S81°31'07"W a distance of 4.01 feet to a point (PI #20); thence on an azimuth of S89°10'54"W a distance of 204.36 feet to a point (PI #21); thence on an azimuth of S89°15'21"W a distance of 76.40 feet to a point (PI #22); thence on an azimuth of N89°55'19"W a distance of 164.38 feet to a point (PI #23); thence on an azimuth of S89°16'17"W a distance of 74.16 feet to a point (PI #24); thence on an azimuth of N89°43'42"W a distance of 59.14 feet to a point (PI #25); thence on an azimuth of S89°42'33"W a distance of 143.05 feet to a point (PI #26); thence on an azimuth of S81°23'29"W a distance of 3.72 feet to a point (PI #27); thence on an azimuth of S83°04'47"W a distance of 0.62 feet to a point (PI #28); thence on an azimuth of S38°43'39"W a distance of 3.19 feet to a point (PI #29); thence on an azimuth of S18°19'15"W a distance of 2.91 feet to a point (PI #30); thence on an azimuth of S00°55'55"E a distance of 71.28 feet to a point (PI #31); thence on an azimuth of S02°19'29"W a distance of 74.60 feet to a point (PI #32); thence on an azimuth of S00°21'42"E a distance of 73.94 feet to a point (PI #33); thence on an azimuth of S01°37'23"E a distance of 132.38 feet to a point (PI #34); thence on an azimuth of S04°04'02"W a distance of 4.05 feet to a point (PI #35); thence on an azimuth of S02°52'52"W a distance of 24.68 feet to a point (PI #36); thence on an azimuth of S00°51'32"E a distance of 30.31 feet to a point (PI #37); thence on an azimuth of S00°22'10"W a distance of 81.20 feet to a point on the Sec. Line;

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W


	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC		DRAWN 2008-02047
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		WY-4-33-79-SE4 SHEET 4
DATE 01/28/2011	DRAWN BY	© KLJ 2011		

CASPER ACT FIBER OPTIC

ASBUILT
 NE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"



BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W $N00^{\circ}41'08''W$

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Steele Street Sheridan, WY 82801		2008-00647 WY-4-33-79-NE4
	CASPER ACT FIBER OPTIC		1
ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.			

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ASBUILT
NE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
Sec. Line	25 + 84.04	42°50'58.89" N	106°19'28.03" W		
38	25 + 92.59	42°50'59.90" N	106°19'28.03" W	S00°22'10"W	8.55'
39	28 + 87.43	42°50'58.99" N	106°19'28.10" W	S00°22'10"W	294.84'
40	29 + 06.64	42°50'58.88" N	106°19'28.31" W	S51°42'35"W	19.21'
41	30 + 51.00	42°50'58.90" N	106°19'30.24" W	N89°37'50"W	144.36'
42	31 + 19.33	42°50'58.89" N	106°18'31.16" W	S87°54'40"W	68.33'
43	31 + 27.70	42°50'58.80" N	106°18'31.16" W	S02°08'08"E	8.37'
44	31 + 28.16	42°50'58.79" N	106°18'31.16" W	S08°34'28"W	1.46'
45	31 + 30.93	42°50'58.78" N	106°18'31.18" W	S38°11'41"W	1.77'
46	31 + 32.84	42°50'58.76" N	106°18'31.17" W	S23°27'15"E	1.91'
47	31 + 42.54	42°50'58.75" N	106°18'31.04" W	S84°21'27"E	9.70'
48	32 + 22.39	42°50'58.86" N	106°18'31.05" W	S00°08'08"E	79.85'
49	32 + 55.89	42°50'55.83" N	106°18'31.08" W	S04°01'32"W	33.30'
50	33 + 15.18	42°50'55.04" N	106°18'31.09" W	S00°08'12"E	59.49'
51	34 + 28.49	42°50'53.92" N	106°18'31.04" W	S02°28'07"E	113.31'
52	34 + 53.59	42°50'53.88" N	106°18'31.07" W	S03°26'39"W	25.10'
53	34 + 57.88	42°50'53.64" N	106°18'31.08" W	S06°16'02"E	4.09'
54	34 + 71.40	42°50'53.50" N	106°18'31.04" W	S08°23'58"E	13.72'
55	35 + 16.12	42°50'53.08" N	106°18'31.04" W	S00°58'11"E	44.72'
56	37 + 32.63	42°50'50.92" N	106°18'31.00" W	S01°27'54"E	216.51'
57	37 + 74.50	42°50'50.51" N	106°18'31.08" W	S08°23'33"W	41.87'
58	37 + 75.01	42°50'50.51" N	106°18'31.08" W	S37°16'08"W	0.51'

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W


	ADVANCED COMMUNICATIONS TECHNOLOGIES 220 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC	ASBL 2008-00547 T33N R79W WY-G-33-79-NE4
	PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____	ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.	SHEET 2

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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 8, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
58	37+75.01	42°50'50.51" N	106°19'31.09" W	S01°34'08"E	82.22'
59	38+57.23	42°50'49.70" N	106°19'31.07" W	S02°12'04"E	4.15'
60	38+61.38	42°50'49.66" N	106°19'31.07" W	S00°03'44"E	222.64'
61	40+84.02	42°50'47.46" N	106°19'31.10" W	S00°54'59"E	162.64'
62	42+46.66	42°50'45.85" N	106°19'31.09" W	S00°44'05"E	78.76'
63	43+25.42	42°50'45.07" N	106°19'31.09" W	S12°19'25"E	3.26'
64	43+28.88	42°50'45.04" N	106°19'31.08" W	S04°23'22"W	3.95'
65	43+32.63	42°50'45.00" N	106°19'31.09" W	S04°01'23"W	19.24'
66	43+51.87	42°50'44.81" N	106°19'31.11" W	S03°58'05"E	68.45'
67	44+20.32	42°50'44.14" N	106°19'31.06" W	S01°27'39"E	98.13'
68	45+18.45	42°50'43.17" N	106°19'31.04" W	S00°15'34"E	149.70'
69	46+68.15	42°50'41.69" N	106°19'31.05" W	S02°17'55"E	44.86'
70	47+13.01	42°50'41.25" N	106°19'31.04" W	S00°25'32"E	99.69'
71	48+12.70	42°50'40.26" N	106°19'31.04" W	S01°53'51"W	3.96'
72	48+16.66	42°50'40.23" N	106°19'31.05" W	S00°24'50"E	224.48'
73	50+41.14	42°50'38.01" N	106°19'31.06" W	S04°20'08"E	41.75'
74	50+82.89	42°50'37.60" N	106°19'31.02" W	S00°24'48"E	102.42'
75	51+85.31	42°50'36.58" N	106°19'31.03" W	S00°15'13"W	4.35'
76	51+89.66	42°50'36.54" N	106°19'31.03" W	S00°56'16"E	204.08'
77	53+93.74	42°50'34.53" N	106°19'31.02" W	S02°06'58"W	74.97'
78	54+68.71	42°50'33.79" N	106°19'31.07" W	S00°18'06"E	52.75'
1/4 Line	55+21.46	42°50'33.27" N	106°19'31.07" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES	CASPER ACT FIBER OPTIC	2008-00547
	<small>200 N. Brooks Street Shoshone, WY 82201</small>	ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 8, T.33N, R.79W.	WYC-8-83-79-NE4
<small>DATE: 01/02/2008</small>	<small>SCALE: -</small>		3

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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S00°22'10"W a distance of 8.55 feet to a point (PI #38); thence on an azimuth of S00°22'10"W a distance of 294.84 feet to a point (PI #39); thence on an azimuth of S61°42'35"W a distance of 19.21 feet to a point (PI #40); thence on an azimuth of N89°37'50"W a distance of 144.38 feet to a point (PI #41); thence on an azimuth of S87°54'40"W a distance of 68.33 feet to a point (PI #42); thence on an azimuth of S02°08'06"E a distance of 8.37 feet to a point (PI #43); thence on an azimuth of S08°34'28"W a distance of 1.46 feet to a point (PI #44); thence on an azimuth of S38°11'41"W a distance of 1.77 feet to a point (PI #45); thence on an azimuth of S23°27'15"E a distance of 1.91 feet to a point (PI #46); thence on an azimuth of S84°21'27"E a distance of 9.70 feet to a point (PI #47); thence on an azimuth of S00°08'08"E a distance of 78.86 feet to a point (PI #48); thence on an azimuth of S04°01'32"W a distance of 33.30 feet to a point (PI #49); thence on an azimuth of S00°08'12"E a distance of 59.49 feet to a point (PI #50); thence on an azimuth of S02°28'07"E a distance of 113.31 feet to a point (PI #51); thence on an azimuth of S03°28'39"W a distance of 26.10 feet to a point (PI #52); thence on an azimuth of S08°15'02"E a distance of 4.09 feet to a point (PI #53); thence on an azimuth of S08°23'58"E a distance of 13.72 feet to a point (PI #54); thence on an azimuth of S00°58'11"E a distance of 44.72 feet to a point (PI #55); thence on an azimuth of S01°27'54"E a distance of 216.51 feet to a point (PI #56); thence on an azimuth of S08°23'33"W a distance of 41.87 feet to a point (PI #57); thence on an azimuth of S37°16'06"W a distance of 0.51 feet to a point (PI #58); thence on an azimuth of S01°34'06"E a distance of 82.22 feet to a point (PI #59); thence on an azimuth of S02°12'04"E a distance of 4.15 feet to a point (PI #60); thence on an azimuth of S00°03'44"E a distance of 222.84 feet to a point (PI #61); thence on an azimuth of S00°54'59"E a distance of 162.64 feet to a point (PI #62); thence on an azimuth of S00°44'08"E a distance of 78.78 feet to a point (PI #63); thence on an azimuth of S12°18'25"E a distance of 3.26 feet to a point (PI #64); thence on an azimuth of S04°23'22"W a distance of 3.95 feet to a point (PI #65); thence on an azimuth of S04°01'23"W a distance of 19.24 feet to a point (PI #66); thence on an azimuth of S03°58'06"E a distance of 68.45 feet to a point (PI #67); thence on an azimuth of S01°27'39"E a distance of 98.13 feet to a point (PI #68); thence on an azimuth of S00°15'34"E a distance of 149.70 feet to a point (PI #69); thence on an azimuth of S02°17'55"E a distance of 44.86 feet to a point (PI #70); thence on an azimuth of S00°26'32"E a distance of 99.89 feet to a point (PI #71); thence on an azimuth of S01°53'51"W a distance of 3.98 feet to a point (PI #72); thence on an azimuth of S00°24'50"E a distance of 224.48 feet to a point (PI #73); thence on an azimuth of S04°20'08"E a distance of 41.76 feet to a point (PI #74); thence on an azimuth of S00°24'48"E a distance of 102.42 feet to a point (PI #75); thence on an azimuth of S00°15'13"W a distance of 4.36 feet to a point (PI #76); thence on an azimuth of S00°56'16"E a distance of 204.08 feet to a point (PI #77); thence on an azimuth of S02°06'58"W a distance of 74.97 feet to a point (PI #78); thence on an azimuth of S00°18'06"E a distance of 52.75 feet to a point on the 1/4 Line;

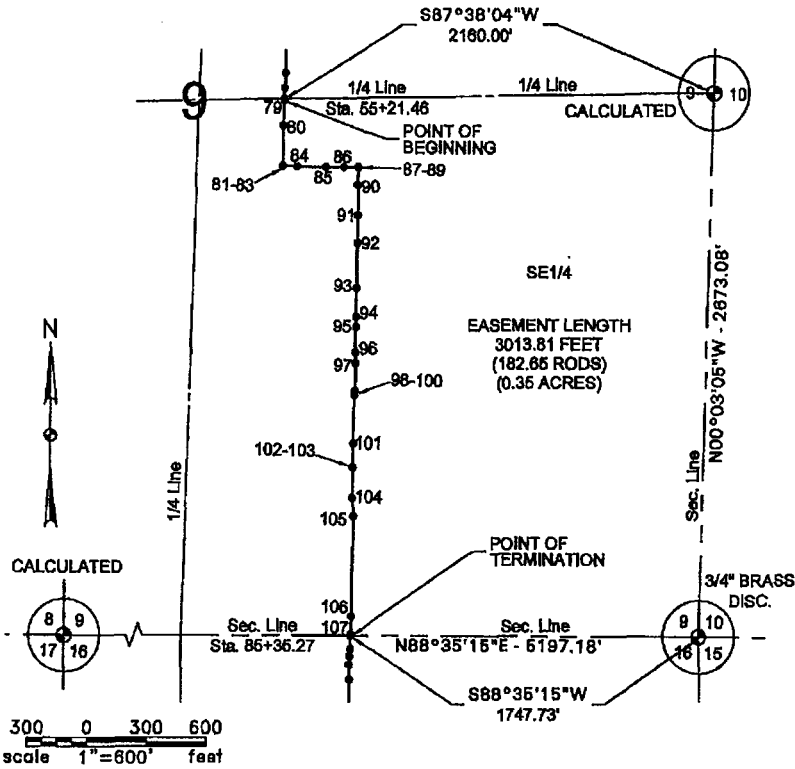
BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES	CASPER ACT FIBER OPTIC	JOB NO. 2008-00647
	288 N. Durbin Street Cheyenne, WY 82001	ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.	PROJECT NUMBER WY-9-33-78-NEA
DATE: 11/20/08	REVISION: -		SHEET 4


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 ASBUILT
 SE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"



BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09\"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Cheyenne, WY 82001	CASPER ACT FIBER OPTIC		JOB NO. 2009-00547
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.		TRACT NUMBER WY-0-03-79-054
DRAWN BY:	DATE: 8/17/2011	CHECKED BY:	1	


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CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
1/4 Line	55+21.46	42°50'33.27" N	106°19'31.07" W	S00°18'08"E	7.35'
79	55+28.81	42°50'33.19" N	106°19'31.07" W	S00°40'48"W	119.95'
80	56+48.76	42°50'32.01" N	106°19'31.11" W	S01°08'16"E	197.43'
81	58+46.19	42°50'30.06" N	106°19'31.09" W	S02°32'27"E	1.23'
82	58+47.42	42°50'30.05" N	106°19'31.09" W	S69°26'46"E	2.19'
83	58+49.61	42°50'30.04" N	106°19'31.06" W	S89°38'04"E	69.44'
84	59+19.05	42°50'30.03" N	106°19'30.13" W	N88°57'58"E	144.64'
85	60+63.69	42°50'30.03" N	106°19'28.19" W	N88°48'21"E	90.28'
86	61+53.97	42°50'30.04" N	106°19'26.98" W	N87°49'46"E	72.60'
87	62+26.57	42°50'30.08" N	106°19'26.00" W	S62°29'27"E	1.55'
88	62+28.12	42°50'30.05" N	106°19'25.99" W	S16°55'28"E	2.34'
89	62+30.46	42°50'30.03" N	106°19'25.98" W	S00°51'43"W	85.87'
90	63+16.13	42°50'29.18" N	106°19'26.01" W	S01°33'51"E	148.80'
91	64+64.93	42°50'27.71" N	106°19'25.98" W	S00°51'50"E	135.24'
92	66+00.17	42°50'26.38" N	106°19'25.97" W	S00°34'01"E	222.53'
93	66+22.70	42°50'24.18" N	106°19'25.98" W	S01°08'14"E	141.96'
94	69+64.66	42°50'22.78" N	106°19'25.96" W	S00°18'39"E	51.42'
95	70+16.08	42°50'22.27" N	106°19'25.97" W	S00°18'03"W	125.87'
96	71+41.95	42°50'21.03" N	106°19'26.00" W	S03°27'43"E	53.83'
97	71+95.78	42°50'20.50" N	106°19'25.96" W	S00°38'35"E	135.24'
98	73+31.02	42°50'19.16" N	106°19'25.97" W	S16°56'28"W	4.53'
99	73+35.55	42°50'19.12" N	106°19'25.98" W	S06°57'42"W	18.33'
100	73+51.88	42°50'18.96" N	106°19'26.01" W	S00°52'16"E	235.11'
101	75+86.99	42°50'16.64" N	106°19'26.00" W	S00°33'42"E	113.47'
102	77+00.46	42°50'15.51" N	106°19'26.01" W	S11°22'16"E	2.29'
103	77+02.75	42°50'15.49" N	106°19'26.00" W	S00°57'22"E	152.38'
104	78+55.13	42°50'13.99" N	106°19'25.98" W	S03°22'22"E	89.88'
105	79+45.01	42°50'13.10" N	106°19'25.93" W	S00°49'29"E	493.35'
106	84+38.36	42°50'08.23" N	106°19'25.92" W	S00°50'30"W	90.32'
107	85+28.88	42°50'07.34" N	106°19'25.95" W	S01°55'59"E	6.59'
Sec. Line	85+35.27	42°50'07.27" N	106°19'25.95" W		

BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES	CASPER ACT FIBER OPTIC	JOB NO. 2009-06547
	200 N. Brooks Street Sheridan, WY 82801	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.	COUNT NUMBER WY-6-33-79-054
DATE 1/12/2011	DRAWN BY [Signature]		SHEET 2

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CASPER ACT FIBER OPTIC

**ASBUILT
SE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 8TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"**

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S00°18'06"E a distance of 7.35 feet to a point (PI #79); thence on an azimuth of S00°40'48"W a distance of 119.95 feet to a point (PI #80); thence on an azimuth of S01°09'18"E a distance of 197.43 feet to a point (PI #81); thence on an azimuth of S02°32'27"E a distance of 1.23 feet to a point (PI #82); thence on an azimuth of S69°28'46"E a distance of 2.19 feet to a point (PI #83); thence on an azimuth of S89°38'04"E a distance of 69.44 feet to a point (PI #84); thence on an azimuth of N88°57'58"E a distance of 144.64 feet to a point (PI #85); thence on an azimuth of N88°48'21"E a distance of 90.28 feet to a point (PI #86); thence on an azimuth of N87°49'46"E a distance of 72.60 feet to a point (PI #87); thence on an azimuth of S62°29'27"E a distance of 1.55 feet to a point (PI #88); thence on an azimuth of S16°55'28"E a distance of 2.34 feet to a point (PI #89); thence on an azimuth of S00°51'43"W a distance of 85.67 feet to a point (PI #90); thence on an azimuth of S01°33'51"E a distance of 148.80 feet to a point (PI #91); thence on an azimuth of S00°51'50"E a distance of 135.24 feet to a point (PI #92); thence on an azimuth of S00°34'01"E a distance of 222.53 feet to a point (PI #93); thence on an azimuth of S01°09'14"E a distance of 141.96 feet to a point (PI #94); thence on an azimuth of S00°18'39"E a distance of 51.42 feet to a point (PI #95); thence on an azimuth of S00°18'03"W a distance of 125.87 feet to a point (PI #96); thence on an azimuth of S03°27'43"E a distance of 53.83 feet to a point (PI #97); thence on an azimuth of S00°38'35"E a distance of 135.24 feet to a point (PI #98); thence on an azimuth of S16°58'28"W a distance of 4.53 feet to a point (PI #99); thence on an azimuth of S08°57'42"W a distance of 10.33 feet to a point (PI #100); thence on an azimuth of S00°52'16"E a distance of 235.11 feet to a point (PI #101); thence on an azimuth of S00°33'42"E a distance of 113.47 feet to a point (PI #102); thence on an azimuth of S11°22'16"E a distance of 2.29 feet to a point (PI #103); thence on an azimuth of S00°57'22"E a distance of 152.38 feet to a point (PI #104); thence on an azimuth of S03°22'22"E a distance of 89.88 feet to a point (PI #105); thence on an azimuth of S00°49'29"E a distance of 493.35 feet to a point (PI #106); thence on an azimuth of S00°50'30"W a distance of 90.32 feet to a point (PI #107); thence on an azimuth of S01°55'59"E a distance of 6.59 feet to a point on the Sec. Line;

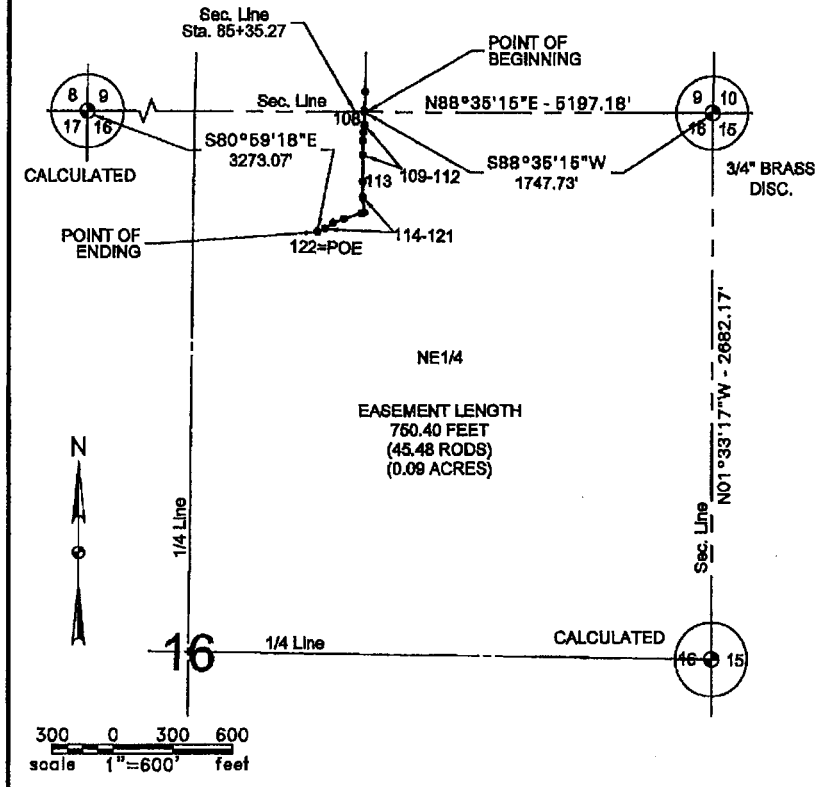
**BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W**

	ADVANCED COMMUNICATIONS TECHNOLOGIES 320 N. Brooks Street Sheridan, WY 82801		CASPER ACT FIBER OPTIC	JOB NO. 2008-00547
	DATE: 01/28/2008		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.	COUNTY NUMBER WY-4-83-79-854
SHEET NO.	OF SHEETS	REVISION	SHEET 3	


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© M.J. 2001

CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 16, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"



BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09\"W


	ADVANCED COMMUNICATIONS TECHNOLOGIES 230 N. Brooks Street Cheyenne, WY 82001	CASPER ACT FIBER OPTIC		JOB NO. 2008-00647
		ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.		TRACT NUMBER WY-16-33-79-NE4 SHEET 1

Jan 27, 2008 1:02:58 AM - E:\Project\Fiber\ACT3002_86547\CONTR\Sub\CL_0409.dwg

CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 16, T.33N, R.79W.
OF THE 8TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
Sec. Line	85+35.27	42°50'07.27" N	106°19'25.95" W	S01°55'59"E	63.33'
108	85+98.80	42°50'08.65" N	106°19'25.93" W	S16°56'59"W	4.04'
109	86+02.64	42°50'08.61" N	106°19'25.95" W	S03°34'52"W	33.64'
110	86+36.28	42°50'08.28" N	106°19'25.98" W	S02°49'25"W	41.54'
111	86+77.82	42°50'05.87" N	106°19'26.01" W	S01°34'13"E	71.88'
112	87+49.70	42°50'05.16" N	106°19'26.00" W	S00°55'38"E	130.98'
113	88+80.88	42°50'03.86" N	106°19'25.99" W	S02°08'06"E	75.18'
114	89+55.86	42°50'03.12" N	106°19'25.97" W	S00°27'09"E	4.09'
115	89+59.95	42°50'03.08" N	106°19'25.97" W	S06°47'58"E	74.72'
116	90+34.67	42°50'02.35" N	106°19'25.86" W	S32°31'30"W	1.58'
117	90+36.25	42°50'02.33" N	106°19'25.87" W	S80°51'07"W	11.77'
118	90+48.02	42°50'02.32" N	106°19'26.03" W	S71°08'56"W	91.26'
119	91+39.28	42°50'02.04" N	106°19'27.19" W	S66°48'45"W	57.67'
120	91+96.95	42°50'01.82" N	106°19'27.81" W	S54°12'34"W	48.04'
121	92+44.99	42°50'01.54" N	106°19'28.43" W	S67°11'35"W	40.68'
122=POE	92+85.67	42°50'01.39" N	106°19'28.94" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>280 N. Brooks Street Sheridan, WY 82801</small>		CASPER ACT FIBER OPTIC	<small>2008-00547</small>
			ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.	<small>WY-16-33-79-NE4</small> 2

July 27, 2021 - 6:58 AM - K:\Projects\T33N33R79W_8579\CADD\GALCOL_DRAFT.dwg © KLT 2021

CASPER ACT FIBER OPTIC

ASBUILT
 NE1/4 OF SEC. 16, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S01°56'59"E a distance of 63.33 feet to a point (PI #108); thence on an azimuth of S16°56'59"W a distance of 4.04 feet to a point (PI #109); thence on an azimuth of S03°34'52"W a distance of 33.64 feet to a point (PI #110); thence on an azimuth of S02°49'25"W a distance of 41.54 feet to a point (PI #111); thence on an azimuth of S01°34'13"E a distance of 71.88 feet to a point (PI #112); thence on an azimuth of S00°55'38"E a distance of 130.98 feet to a point (PI #113); thence on an azimuth of S02°08'08"E a distance of 75.18 feet to a point (PI #114); thence on an azimuth of S00°27'09"E a distance of 4.09 feet to a point (PI #115); thence on an azimuth of S06°47'56"E a distance of 74.72 feet to a point (PI #116); thence on an azimuth of S32°31'30"W a distance of 1.58 feet to a point (PI #117); thence on an azimuth of S80°51'07"W a distance of 11.77 feet to a point (PI #118); thence on an azimuth of S71°08'56"W a distance of 91.28 feet to a point (PI #119); thence on an azimuth of S66°48'45"W a distance of 67.87 feet to a point (PI #120); thence on an azimuth of S54°12'34"W a distance of 48.04 feet to a point (PI #121); thence on an azimuth of S87°11'35"W a distance of 40.88 feet to the POINT OF ENDING. Said point lies on an azimuth of S60°59'18"E a distance of 3273.07 feet from the northwest corner of said Section 16.

Covering in all 9286.87 feet (682.77 rods). (1.07 acres)

Basis of bearing is the East line of the North Half of the Southeast Quarter Section 4 Township 33 North, Range 79 West N00°41'09"W.


NOTES:

- Survey is based on EAST CENTRAL ZONE, NAD83, U.S. Foot. Azimuths shown are grid azimuths, distances shown are grid distances.
- Sketches of easements depicted herein are based on information obtained while conducting the survey for easement acquisition and on deeds supplied by the client, and DO NOT CONSTITUTE THE RESULTS OF A FULL BOUNDARY SURVEY.



I, Eric L. Hearon, a Professional Land Surveyor, W.Y. PLS No. 17229, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief. The field survey was performed by Monty Wallace in July, 20 2020.

FIELD BOOK: BK-1, Pgs. 16-20

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC		DATE: 2008-02-27 COUNTY: WY-16-33-79-NE4 SHEET:
		ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.		3

Jun 27, 2021 1:58:41 AM - K:\Projects\Fiber\ACT\16366_004\Fiber\CD\Drawings_CasAct.dwg

© KLJ 2021

I25 Walsh Drive Road Move

2,046 feet



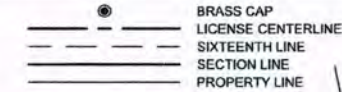
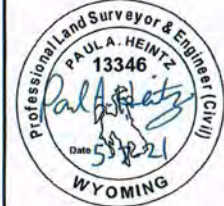
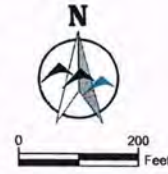
I25 Walsh Drive Road Move (1 page)

LICENSE CENTERLINE SUMMARY		
APPARENT OWNER	LENGTH (FEET)	LENGTH (RODS)
SEGMENT "A" (HIGHWAY COMMISSION OF WYOMING)	167.15	10.13
SEGMENT "B" (CITY OF CASPER RAILS-TO-TRAILS)	1783.56	108.09
SEGMENT "C" (HIGHWAY COMMISSION OF WYOMING)	19.24	1.17
SEGMENT "D" (CITY OF CASPER)	159.42	9.86
SEGMENT "E" (CITY OF CASPER WALSH DRIVE)	102.60	6.22
SEGMENT "F" (HIGHWAY COMMISSION OF WYOMING)	111.52	6.76
TOTAL LENGTH	2343.49	142.03

LEGAL DESCRIPTION

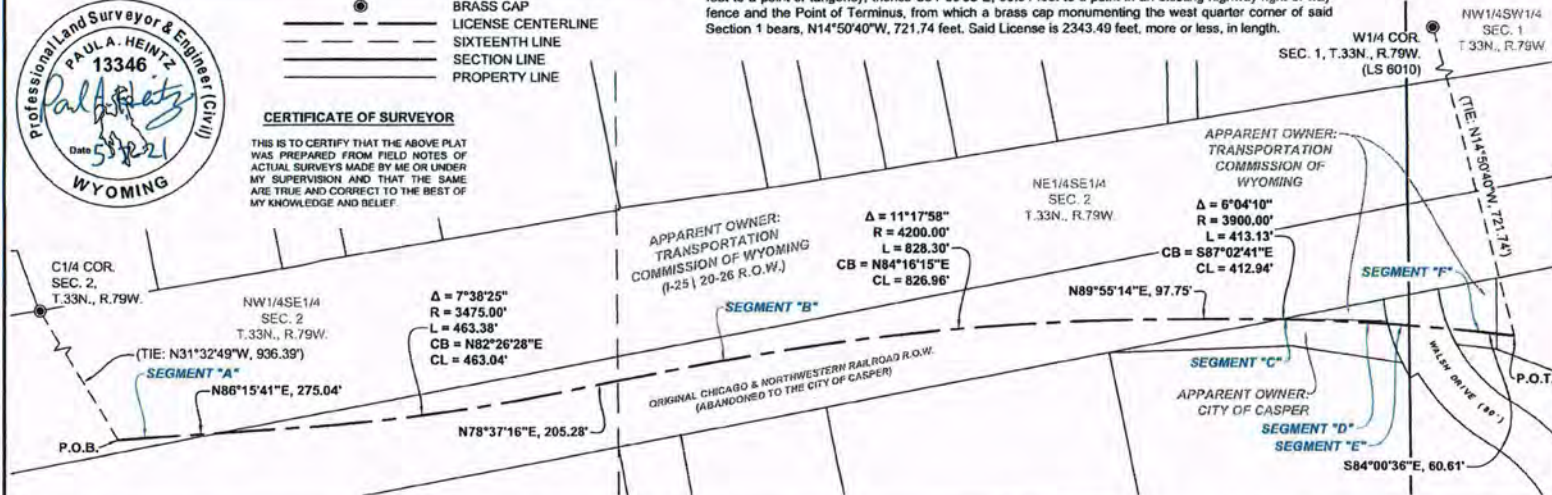
A License located in and being a portion of the N1/2SE1/4 Section 2 & NW1/4SW1/4 Section 1, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in an existing highway right-of-way fence, from which a brass cap monumenting the center quarter corner of said Section 2 bears, N31°32'49"W, 936.39 feet; thence from said Point of Beginning along the centerline being described N86°15'41"E, 275.04 feet; thence 463.38 feet along a tangent curve to the left having a radius of 3475.00 feet, a central angle of 7°38'25", a chord bearing of N82°26'28"E, and a chord length of 463.04 feet to a point of tangency; thence N78°37'16"E, 205.28 feet; thence 828.30 feet along a tangent curve to the right having a radius of 4200.00 feet, a central angle of 11°17'58", a chord bearing of N84°16'15"E, and a chord length of 826.96 feet to a point of tangency; thence N89°55'14"E, 97.75 feet; thence 413.13 feet a tangent curve to the right having a radius of 3900.00 feet, a central angle of 6°04'10", a chord bearing of S87°02'41"E, and a chord length of 412.94 feet to a point of tangency; thence S84°00'36"E, 60.61 feet to a point in an existing highway right-of-way fence and the Point of Terminus, from which a brass cap monumenting the west quarter corner of said Section 1 bears, N14°50'40"W, 721.74 feet. Said License is 2343.49 feet, more or less, in length.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DESIGNED BY: WWC
 DRAWN BY: SIMC
 CHECKED BY: PAH
 DATE: 5/8/2021
 SHEET
1 of 1

RANGE TELEPHONE COOPERATIVE, INC
 WYOMING DEPARTMENT OF TRANSPORTATION I-25 REROUTE
CITY OF CASPER FIBER OPTIC LICENSE
 N1/2SE1/4 SECTION 2 & NW1/4SW1/4 SECTION 1, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:

 WWC ENGINEERING
 5880 ENTERPRISE DR., SUITE 600
 CASPER, WY 82509
 (307) 473-2787
 www.wwcengineering.com

NO.	REVISION	BY	DATE

PROJECT NO.: 2021172

K:\SHERIDAN\2021172 METES AND BOUNDS EXHIBIT\05CAD\SHETS\2021172-ESMT.DWG 5/8/2021 4:24 PM

444 W Collins Drive

1,516 feet



444 W Collins Drive (1 page)

LEGAL DESCRIPTION

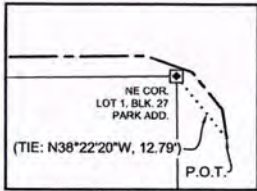
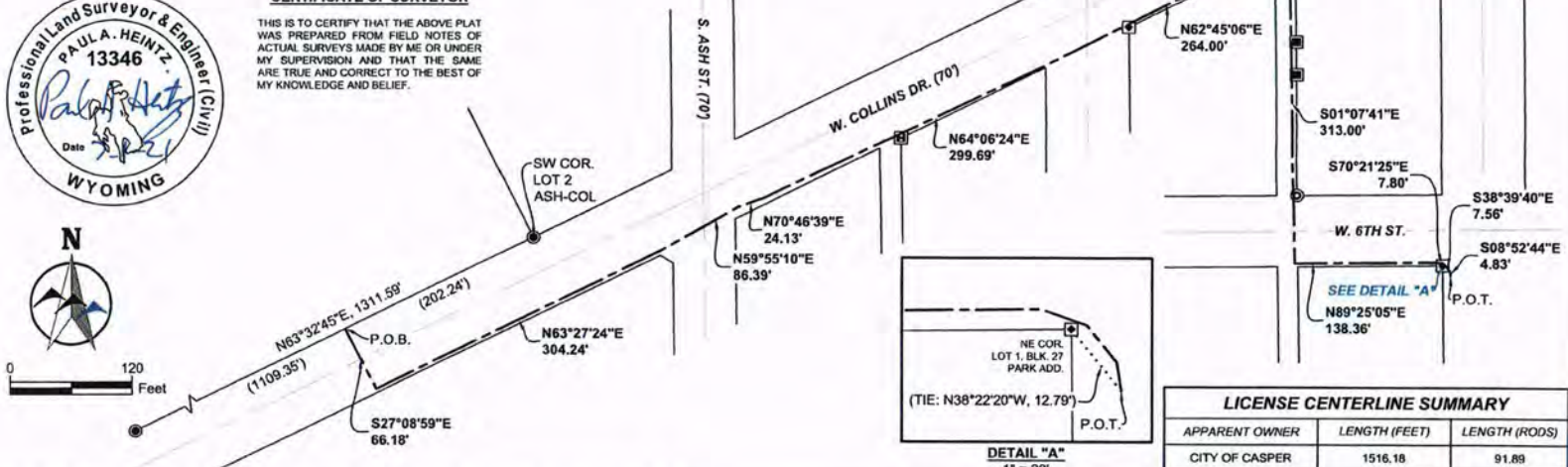
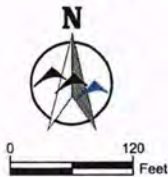
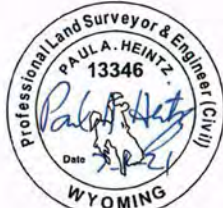
A License located in and being a portion of the SE1/4NW1/4, SW1/4NE1/4 Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in the northwesterly right-of-way line of W. Collins Dr., from which a brass cap monumenting the southwesterly corner of Lot 2, Ash-Col Addition bears, N63°32'45"E, 202.24 feet; thence, S27°08'59"E, 66.18 feet; thence N63°27'24"E, 304.24 feet; thence N59°55'10"E, 86.39 feet; thence N70°46'39"E, 24.13 feet; thence N64°06'24"E, 299.69 feet; thence N62°45'06"E, 264.00 feet; thence S01°07'41"E, 313.00 feet; thence N89°25'05"E, 138.36 feet; thence S70°21'25"E, 7.80 feet; thence S38°39'40"E, 7.56 feet; thence S08°52'44"E, 4.83 feet to the Point of Terminus, from which a 5/8" rebar monumenting the northeast corner of Lot 10, Block 27, Park Addition bears, N38°22'20"W, 12.79 feet. Said License is 1516.18 feet, more or less, in length.

- ⊕ RECOVERED REBAR
- RECOVERED LEAD & TACK
- ⊙ RECOVERED IRON PIPE
- ⊠ RECOVERED CHISELED "X"
- ⊞ RECOVERED ALUMINUM CAP
- ⊚ RECOVERED BRASS CAP
- LICENSE CENTERLINE
- - - PROPERTY LINE

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LICENSE CENTERLINE SUMMARY		
APPARENT OWNER	LENGTH (FEET)	LENGTH (RODS)
CITY OF CASPER	1516.18	91.89

DESIGNED BY: WWC
 DRAWN BY: SWC
 CHECKED BY: PAN
 DATE: 7/1/2021

SHEET
1 of 1

RANGE TELEPHONE COOPERATIVE, INC
 STATE OF WYOMING - CASPER OFFICE INTERCONNECT
CITY OF CASPER FIBER OPTIC LICENSE
 SE1/4NW1/4, SW1/4NE1/4, SECTION 9, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:
WWC ENGINEERING
 5880 ENTERPRISE DR., SUITE 600
 CASPER, WY 82609
 (307) 473-2707
 www.wwcengineering.com

NO.	REVISION	BY	DATE

PROJECT NO.: 2021240

Exhibit B

**See “ACT_City of Casper Exhibit B project list and cost”
spreadsheet.**

EXHIBIT B to ACT/City of Casper fiber optic Right of Way agreement

Run	Footage	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
Poplar Street	738	\$ 88.56	\$ 90.77	\$ 93.73	\$ 96.68	\$ 99.63	\$ 102.58	\$ 105.53	\$ 108.49	\$ 111.44	\$ 114.39	\$ 118.08	\$ 121.77	\$ 124.72	\$ 128.41	\$ 132.10	\$ 136.53	\$ 140.22	\$ 144.65	\$ 148.34	\$ 152.77	\$ 157.19	\$ 162.36	\$ 166.79	\$ 171.22	\$ 176.38
Trmobile on Poplar	343	\$ 41.16	\$ 42.19	\$ 43.56	\$ 44.93	\$ 46.31	\$ 47.68	\$ 49.05	\$ 50.42	\$ 51.79	\$ 53.17	\$ 54.88	\$ 56.60	\$ 57.97	\$ 59.68	\$ 61.40	\$ 63.46	\$ 65.17	\$ 67.23	\$ 68.94	\$ 71.00	\$ 73.06	\$ 75.46	\$ 77.52	\$ 79.58	\$ 81.68
East C Street	4147	\$ 497.64	\$ 510.08	\$ 526.67	\$ 543.26	\$ 559.85	\$ 576.43	\$ 593.02	\$ 609.61	\$ 626.20	\$ 642.79	\$ 663.52	\$ 684.26	\$ 700.84	\$ 721.58	\$ 742.31	\$ 767.20	\$ 787.93	\$ 812.81	\$ 833.55	\$ 858.43	\$ 883.31	\$ 912.34	\$ 937.22	\$ 962.10	\$ 991.13
Walsh Drive	4473	\$ 536.76	\$ 550.18	\$ 568.07	\$ 585.96	\$ 603.86	\$ 621.75	\$ 639.64	\$ 657.53	\$ 675.42	\$ 693.32	\$ 715.68	\$ 738.05	\$ 755.94	\$ 778.30	\$ 800.67	\$ 827.51	\$ 849.87	\$ 876.71	\$ 899.07	\$ 925.91	\$ 952.75	\$ 984.06	\$ 1,010.90	\$ 1,037.74	\$ 1,069.05
Casper College	9286	\$ 1,114.32	\$ 1,142.18	\$ 1,179.32	\$ 1,216.47	\$ 1,253.61	\$ 1,290.75	\$ 1,327.90	\$ 1,365.04	\$ 1,402.19	\$ 1,439.33	\$ 1,485.76	\$ 1,532.19	\$ 1,569.33	\$ 1,615.76	\$ 1,662.19	\$ 1,717.91	\$ 1,764.34	\$ 1,820.06	\$ 1,866.49	\$ 1,922.20	\$ 1,977.92	\$ 2,042.92	\$ 2,098.64	\$ 2,154.35	\$ 2,219.35
125 Walsh Dr. Road Move	2046	\$ 245.52	\$ 251.66	\$ 259.84	\$ 268.03	\$ 276.21	\$ 284.39	\$ 292.58	\$ 300.76	\$ 308.95	\$ 317.13	\$ 327.36	\$ 337.59	\$ 345.77	\$ 356.00	\$ 366.23	\$ 378.51	\$ 388.74	\$ 401.02	\$ 411.25	\$ 423.52	\$ 435.80	\$ 450.12	\$ 462.40	\$ 474.67	\$ 488.99
444 W. Collins Drive	1516	\$ 181.92	\$ 186.47	\$ 192.53	\$ 198.60	\$ 204.66	\$ 210.72	\$ 216.79	\$ 222.85	\$ 228.92	\$ 234.98	\$ 242.56	\$ 250.14	\$ 256.20	\$ 263.78	\$ 271.36	\$ 280.46	\$ 288.04	\$ 297.14	\$ 304.72	\$ 313.81	\$ 322.91	\$ 333.52	\$ 342.62	\$ 351.71	\$ 362.32
TOTAL	22549	\$ 2,705.88	\$ 2,773.53	\$ 2,863.72	\$ 2,953.92	\$ 3,044.12	\$ 3,134.31	\$ 3,224.51	\$ 3,314.70	\$ 3,404.90	\$ 3,495.10	\$ 3,607.84	\$ 3,720.59	\$ 3,810.78	\$ 3,923.53	\$ 4,036.27	\$ 4,171.57	\$ 4,284.31	\$ 4,419.60	\$ 4,532.35	\$ 4,667.64	\$ 4,802.94	\$ 4,960.78	\$ 5,096.07	\$ 5,231.37	\$ 5,389.21

Exhibit C

**See “ACT _City of Casper Exhibit C_Lineal Price Per
Foot Table” spreadsheet.**

Exhibit C: Annual Price Per Lineal Foot of Cable in Right of Ways

Initial 5 Year Term

Year	Yearly Cost Per Foot of Cable	Annual Increase %
1	\$ 0.120	
2	\$ 0.123	2.90%
3	\$ 0.127	2.90%
4	\$ 0.131	2.90%
5	\$ 0.135	2.90%

3rd Renewal Term (Years 16-20)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
16	0.185	2.90%
17	0.190	2.90%
18	0.196	2.90%
19	0.201	2.90%
20	0.207	2.90%

1st Renewal Term (Years 6-10)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
6	0.139	2.90%
7	0.143	2.90%
8	0.147	2.90%
9	0.151	2.90%
10	0.155	2.90%

4th Renewal Term (Years 21-25)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
21	0.213	2.90%
22	0.220	2.90%
23	0.226	2.90%
24	0.232	2.90%
25	0.239	2.90%

2nd Renewal Term (Years 11-15)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
11	0.160	2.90%
12	0.165	2.90%
13	0.169	2.90%
14	0.174	2.90%
15	0.179	2.90%

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TELECOMMUNICATIONS RIGHT OF WAY USE AGREEMENT BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (DBA RANGE), AND THE CITY OF CASPER, WYOMING.

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; including adopting ordinances, resolutions, and regulations, necessary for the health safety and welfare of the City; and,

WHEREAS, Advanced Communications Technology, Inc., (d/b/a Range) desires to install conduit to maintain a fiber-optic communications system on the City's public right-of-ways (Streets); and,

WHEREAS, the terms between the parties are set forth in this Telecommunications Right of Way Use Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

July 30, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Pete Meyers, Management Analyst
SUBJECT: Public Education – Proposed Sixth Cent Special Purpose Sales Tax

Meeting Type & Date

Council Work Session
August 10, 2021

Action Type

None

Recommendation

None – for information only.

Summary

The City of Casper is trying to teach the public about the sales tax measure that will be on the ballot this November. The ballot measure will ask the voters if they are in support of a temporary special-purpose one percent sales tax (a “sixth cent” sales tax).

In many ways, this tax would be similar to the existing Optional One Cent Sales Tax (the “fifth cent”). Both taxes are authorized by a vote of the public, and both run for a limited period of time unless they are reauthorized. However, there are key differences: the existing One Cent is a “general purpose” sales tax, which means that it can be used for a wide variety of purposes. Also, it will be collected for exactly four years. The special purpose tax (the “sixth cent”) would be much more limited: first, it must be used for a very specific purpose, and second, it will automatically end once the necessary funding has been raised.

Natrona County’s sixth cent, if it passes, will be used to fund two construction projects: it will replace a portion of the water line that serves the towns of Midwest and Edgerton, and it will rebuild the remaining blocks of Midwest Avenue in Casper.

Before the vote occurs, the City will try to educate the public about these two projects, in partnership with Midwest and Edgerton. It will try to explain what the projects are and why they are necessary, and try to provide general election information. The public will need to know that an off-year election will occur; they will need to know what a special purpose tax is and how it works, and they will need to know that voters in Wyoming must now bring their identification to the polling place.

The City has hired a firm to help with the educational process. The selected firm, LUM Studio, which is based in Casper, will attempt to share information about these projects, and it will try to help with the public’s questions and comments.

LUM will formally begin their project on Wednesday, August 11th. The August 10th work session will provide Council with a preview of how LUM will build an educational presence and how that presence will be leveraged toward broadcasting the necessary information. Council will also have

the opportunity to discuss any specific issues or concerns that they would like to see addressed through this educational program.

Financial Considerations

The contract with LUM Studio will cost \$19,400.

Oversight/Project Responsibility

Pete Meyers, Management Analyst

Attachments

None

August 5, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Dan Elston, Chief Building Official *DE*
SUBJECT: Roof Inspections

Meeting Type & Date:

Council Work Session - August 10, 2021.

Action Type:

Direction Requested.

Summary:

The City of Casper Building Division processed 564 roof permits in 2020, to date for 2021 roof permits issued are 322. The Chief Building Official supervises four inspectors, which are, two electrical, one mechanical/plumbing and one residential/commercial building inspector. All inspectors have been cross-trained to inspect roofs. Roof inspections include the following,

- New roofing material (no rolled roofing or 3 tab on residential dwellings)
- Drip edge and flashing.
- Roof ventilation
- Saddles and crickets where needed.

It is the contractor's responsibility to ensure that the roofing products are installed according to the manufacturer's recommendations.

Casper does have a certification exam/license for roofing contractors. It is a written test provided by the City of Casper and requires a 75% passing grade to receive a roofing license. The test is written from information found in the 2018 International Residential Code. When roofs are called into the Building Division for a final inspection, the inspector follows a consistent review process.

The private sector and local homeowners have recently requested that the City examine its processes to determine if there is a need for a more extensive role in roof inspections. The private sector has expressed a desire for a stop-gap process for needless re-roofs.

The Building Division is seeking Council's direction with this issue.

Attachments:

None.