



**CITY COUNCIL AGENDA**  
Council Chambers, 201 E. 5th Street  
**CITY OF GILLETTE**  
**Tuesday**, September 6, 2016  
7:00 PM

**A. Call to Order.**

**B. Invocation and Pledge of Allegiance.**

1. [Invocation Led by Pastor Billy Wilson of New Life Wesleyan Church.](#)

Staff Reference:

**C. Approval of General Agenda.**

**D. Approval of Consent Agenda.**

(All items listed will be enacted by one motion unless a request is made for discussion by any member of the Audience or Council, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the Agenda).

**1. Minutes**

- a. Executive Session - July 19, 2016**

Staff Reference:

- b. Pre-Meeting - August 16, 2016**

Staff Reference:

- c. Regular Meeting - August 16, 2016**

Staff Reference:

**2. Ordinance 3rd Reading - Consent**

- a. An Ordinance Approving and Authorizing the Extension of Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Aspen Heights Annexation, Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial District and R-2, Single and Two Family Residential District, Subject to all Planning Requirements.**

Staff Reference: Dustin Hamilton, P.E., Development Services Director

**3. Ordinance 2nd Reading - Consent**

**4. Bills and Claims**

- a. Bills and Claims**

Staff Reference: Tom Pittlick, Finance Director

**Other - Consent**

5.

## E. Approval of Conflict Claims.

1. [Council Member Carsrud - \\$149.49](#)

Staff Reference: Tom Pitlick, Finance Director

2. [Mayor Carter-King - \\$1,707.97](#)

Staff Reference: Tom Pitlick, Finance Director

## F. Comments.

1. Council

2. Written

3. Public

4. Other - Comments

1. [Years of Service  
~ Charlie Anderson, City Attorney - 20 years](#)

Staff Reference: J. Carter Napier, City Administrator

2. [Recognition of the Gillette Historical Society and Gillette Main Street  
~ 125th Anniversary Celebration](#)

Staff Reference:

3. [For the Good of the Community Video](#)

Staff Reference: Geno Palazzari, Communications Manager

## G. Unfinished Business.

1. Ordinance 2nd Reading.

a. **An Ordinance Amending and Revising Chapter 17, Section 2(b) and 2(c) of the Gillette City Code Regarding Utility Deposits for Electrical Customers.**

Staff Reference: Charlie Anderson, City Attorney

2. Ordinance 3rd Reading.

3. Other.

## H. New Business.

1. Minute Action.

a. **Council Consideration of a Parade Permit for October 6th from 4:00 p.m. to 4:30 p.m. for the Homecoming Parade Celebration on Gillette Avenue, Beginning at 7th Street, North to 1st Street, Requested by the Campbell County High School Student Council.**

Staff Reference: **MAP**  
Pamela L. Boger, Administrative Services Director

b. **Council Consideration to Reject the Bids Submitted for the Drop-Off Collection of Recyclable Materials, Project Number 17SW01.**

Staff Reference: Kendall Glover, Utilities Director

c. **Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Sanitary Sewer Main Replacement Project with HDR Engineering, Inc., in**

the Amount of \$215,866.00 (1% Project).

Staff Reference: **MAP/VIDEO**  
Kendall Glover, Utilities Director

- d.** Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Water Main Replacement Project with Morrison-Maierle, Inc., in the Amount of \$216,451.00 (1% Project).

Staff Reference: **MAP/VIDEO**  
Kendall Glover, Utilities Director
- e.** Council Consideration of a Resolution Approving and Authorizing the Final Plat for the Resubdivision of Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4 & Vacated 60' Right-of-Way, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

Staff Reference: **MAP**  
Dustin Hamilton, P.E., Development Services Director
- f.** Council Consideration of a Resolution Approving and Authorizing the Final Plat for Lots 1A & 1B, Town Center Subdivision a Resubdivision of Lot 1, Town Center Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

Staff Reference: **MAP**  
Dustin Hamilton, P.E., Development Services Director
- g.** Council Consideration of a Resolution Approving and Authorizing the Final Plat for Lots 1 & 2, Betcher Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

Staff Reference: **MAP**  
Dustin Hamilton, P.E., Development Services Director
- h.** Council Consideration for the Acceptance of Public Improvements for the Alley Pavement Management System 2016 Project, Installed by Powder River Construction, Inc., in the Amount of \$337,971.48 (1% Project).

Staff Reference: **MAP/VIDEO**  
Dustin Hamilton, P.E., Development Services Director
- i.** Council Consideration for the Acceptance of Public Improvements for the Pathway Repairs 2015 Project, Installed by Simon Contractors, in the amount of \$222,161.85 (1% Project).

Staff Reference: **MAP/VIDEO**  
Dustin Hamilton, P.E., Development Services Director
- j.** Council Consideration for the Acceptance of Public Improvements for the YES House Girls Residential Treatment Facility Project as Constructed by Hladky Construction, Inc., in the Amount of \$3,225,950.88 (City Portion of Funding from Optional 1% Sales Tax).

Staff Reference: **VIDEO**  
Dustin Hamilton, P.E., Development Services Director
- k.** Council Consideration of a Resolution for the Submittal of a Grant Application for the 2016 Sewer Main Replacement Project to the Office of State Lands and Investments Board in the Amount of \$1,821,487.50.

Staff Reference: Charlie Anderson, City Attorney

**2.** Ordinance 1st Reading.

**3.** Appointments.

**I.** Public Hearings and Considerations

**J.** Executive Session

**K.** Adjournment

**MAYOR**

Louise Carter-King

**COUNCIL MEMBERS BY WARDS**

**WARD 1**

Kevin McGrath  
Dan Barks

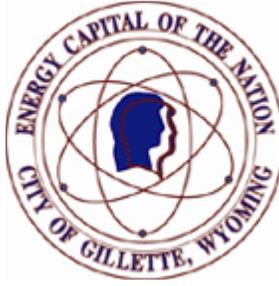
**WARD 2**

Billy Montgomery  
Timothy Carsrud  
[www.gillettewy.gov](http://www.gillettewy.gov)

**WARD 3**

Robin Kuntz  
Ted Jerred

Productivity **Service With P.R.I.D.E.** Enthusiasm  
Responsibility Integrity Dedication



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Invocation Led by Pastor Billy Wilson of New Life Wesleyan Church.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

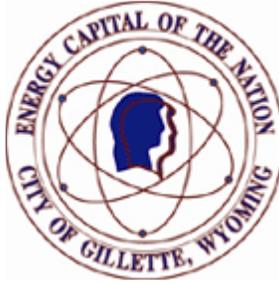
**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



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**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Executive Session - July 19, 2016

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

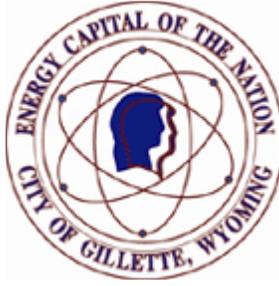
**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

**Click to download**

No Attachments Available



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[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Pre-Meeting - August 16, 2016

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

Click to download

[160816\\_pre-meeting.docx](#)

A Pre-Meeting of the City Council was held on Tuesday the 16th day of August 2016.

Present were Councilmen Barks, Carsrud, Kuntz, McGrath, and Mayor Carter-King; City Administrator Napier; Attorneys Anderson and Davidson; Directors Boger, Glover, Hamilton, Hloucal, Pitlick, and Wilde; Manager Palazzari; and City Clerk Abelseth.

Absent were Councilmen Jerred and Montgomery.

**Warm Up Items**

Councilman Kuntz reported that the Gun Club received a letter of gratitude from participants who used the gun range during the National High School Finals Rodeo shooting competition.

**Consensus Funding Discussion**

County Administrator Palmer, and Commissioners Shober and Avery, explained why the County is requesting additional consensus funds above the amount that was discussed, and agreed upon by the Entities during the City/County/Town of Wright meeting on August 3, 2016. General discussion took place.

**Northland Village Local Improvement District (LID) Discussion**

Assistant Attorney Davidson provided background information of the Northland Village Improvement District LID. He reported on delinquent accounts and collection options regarding the same. General discussion took place. After the discussion, Council directed staff to move forward with the judicial foreclosure option.

**Gillette College – Sinclair Pedestrian Crossing**

Director Hamilton explained the proposed pedestrian crossing request. General discussion took place. After the discussion, Council was not interested in moving forward with the project.

**Communications Plan Discussion and the Review of the August 16<sup>th</sup> Agenda**

Due to time constraints, these topics were not discussed.

**Adjournment**

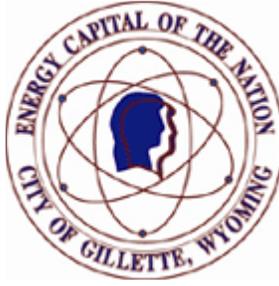
There being no further business to come before the Council, the meeting adjourned at 7:03 p.m. An audio recording of this meeting is available in the City Clerk’s Office.

(S E A L)

ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk  
Publish date: August 24, 2016

\_\_\_\_\_  
Louise Carter-King, Mayor



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**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Regular Meeting - August 16, 2016

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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[Minutes](#)

A meeting of the City Council was held on Tuesday, the 16<sup>th</sup> day of August 2016. Reverend A.J. Bush of First United Methodist Church led the Invocation and the Pledge of Allegiance was led by Councilman Kuntz.

Present were Councilmen Barks, Carsrud, Kuntz, McGrath, and Mayor Carter-King; City Administrator Napier; Attorneys Anderson and Davidson; Directors Boger, Glover, Hamilton, Hloucal, Pitlick, and Wilde; Manager Palazzari; and City Clerk Abelseth.

Absent were Councilmen Jerred and Montgomery.

### **Approval of General Agenda**

Councilman McGrath moved to approve the General Agenda; seconded by Councilman Carsrud. The Members present all voted aye. The motion carried.

### **Approval of Consent Agenda**

#### Minutes:

Pre-Meeting – August 2, 2016

Regular Meeting – August 2, 2016

City/County/Town – August 3, 2016

Work Session – August 9, 2016

### **Ordinance 2nd Reading - Consent**

#### **ORDINANCE 16-20**

AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, AND ANNEXATION OF A TRACT OF LAND KNOWN AS THE ASPEN HEIGHTS ANNEXATION CONTIGUOUS AND ADJOINING THE PRESENT BOUNDARIES AND ESTABLISHING A C-1, GENERAL COMMERCIAL DISTRICT AND AN R-2, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS

### **Bills and Claims - Consent**

ABBOTT, DERRICK	143.88
ADECCO EMPLOYMENT SERVICES	1,254.26
ADLER, MATTHEW	30.60
AIR TECH INC	94.00
ALEXANDER, MISTY	131.99
ALSCO	1,332.36
ALYSHIA VIGIL	50.00
AMANDA MORRISON	100.00
AMY DOBRIKOVA LLC	7,581.00
ANDERSON, REBECCA	184.83
ANDERSON, RYAN R	205.25
ANDREANNA PIERCE	50.00
ANIXTER POWER SOLUTIONS	50,542.20
ANNALEESE FLANAGAN	50.00
ARIAS, IRMA	149.96
ARMED SURVIVOR LLC	647.40
ARROW PRINTING AND GRAPHICS INC	255.00
AT & T MOBILITY NATIONAL ACCOUNTS	3,939.96
BEARCAT ENERGY, LLC	410.36
BENALLY, LEANDER	154.94
BERGINS, MONICA	205.14
BIG D SANITATION	200.00
BLACK HILLS POWER & LIGHT	202,656.16
BLUE CROSS BLUE SHIELD OF WYOMING	122,144.71
BOMGAARS SUPPLY	37.99
BREANNA'S BAKERY	31.50
BRENNTAG PACIFIC, INC	9,955.85
BRITTNEY KUPEC	338.27
BRUCE ENGINEERING SERVICES CORP	2,812.00
CAMPBELL COUNTY COORDINATED BENEFITS TRUST	2,919.95

CAMPBELL COUNTY COORDINATED BENEFITS TRUST	153.75
CAMPBELL COUNTY ENGINEERS	163,363.05
CAMPBELL COUNTY HOSPITAL DISTRICT	38.00
CAMPBELL COUNTY JOINT POWERS FIRE BOARD	260,076.25
CAMPBELL COUNTY PREDATORY ANIMAL CONTROL BOARD	9,786.14
CAMPBELL COUNTY PUBLIC HEALTH	40.00
CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX	328,200.36
CAMPBELL, HOLLY	205.11
CDW GOVERNMENT INC	277.86
CENTER FOR RESOURCE CONSERVATION	1,474.00
CENTRILIFT DIVISION OF HUGHES TOOL	731.36
CENTURYLINK	246.11
CERVANTES, AIDA & MARTIN	205.16
CHACON, SILVIA & ROGELIO	205.14
CHADIA PATTERSON	100.00
CHARTER MEDIA	405.20
CITY OF GILLETTE	3,889.02
CITY OF GILLETTE - PETTY CASH	56.28
CLIMATE SOLUTIONS INC	7,621.00
COLLINS COMMUNICATIONS INC	30,614.38
COMMUNICATIONS SUPPLY CORPORATION	777.05
CONSOLIDATED ENGINEERS INC	1,070.40
COOR, LOLA	71.13
COSKEY, DEVAN	205.11
CRUM ELECTRIC SUPPLY COMPANY	938.51
D & B POWER ASSOCIATES INC	6,788.00
DANA KEPNER COMPANY INC	11,484.70
DANIEL KLUVER	300.00
DELTA DENTAL OF WYOMING	18,827.30
DEPARTMENT OF THE TREASURY	1,187.32
DEXTER'S AUTOMOTIVE	20.00
DOWL	3,368.75
DOWL LLC	22,396.25
DPC INDUSTRIES INC	1,365.40
DRM INC	26,779.65
DUESLER, DARYL	205.23
E Z TOWING & RECOVERY INC	192.50
EATON SALES & SERVICE LLC	200.64
EDGE CONSTRUCTION SUPPLY	6.36
EMPLOYMENT TESTING SERVICES INC	310.00
EMPTY SEA	208.75
ENERGY LABORATORIES INC	815.50
ENTENMANN ROVIN COMPANY	228.00
EXPRESS SCRIPTS INC	16,831.05
FAIRWAY ESTATES LLC	75.00
FARMER BROTHERS COMPANY	262.15
FARMER CO-OP	32.99
FARWELL, SHAUNNA	25.56
FEDEX	1,042.90
FERGUSON ENTERPRISES, INC #1701	1,219.55
FIEDOR, MISTY	168.12
FIRST NATIONAL BANK OF GILLETTE	193,567.23
FOOTHILLS APARTMENTS	23.67
FOOTHILLS APARTMENTS	25.05
FOUR SEASONS NAILS	338.29
FRIES, DANIEL	205.13
FUENTES, LUIS & SOPHIA	156.69
GARCIA, GABRIEL	151.61
GARRISON, ELLIOTTE	90.21
GARRY GINN	100.00

GE INTELLIGENT PLATFORMS INC	3,070.66
GEER INVESTMENTS LLC	8,142.01
GERBER, LAURA	205.31
GILLETTE CONTRACTORS SUPPLY INC	1,414.01
GILLETTE PRINTING COMPANY INC	90.64
GILLETTE STEEL CENTER	159.00
GILLETTE WINNELSON COMPANY	844.96
GLASS, TARA	10.93
GOURMET ON THE GO LLC	240.00
GOVOLUTION, LLC	1,374.00
GP SPECIALTIES	76.75
GRIBBLE, TAMI & LARRY	12.07
GRIMM'S PUMP AND INDUSTRIAL SUPPLY	77.25
H2E INC	410.09
HANEY, KRISTY	59.08
HANEY, KRISTY	70.00
HANNAH, RAYMOND II & JOY	183.03
HAWKINS INC	2,595.50
HDR INC - US ENGINEERING ACCOUNTS RECEIVABLE	42,427.98
HEDSTROM, SHIRLEY	66.74
HELLER, BONNIE	14.90
HIMLE, MARK	205.25
HLADKY CONSTRUCTION	248,619.01
HLADKY PROPERTIES	50.00
HOMAX OIL	27,048.79
HOPPE, JOHN & MELISSA	205.12
HOT IRON	274,631.49
HUB INTERNATIONAL MOUNTAIN STATES LIMITED	50.00
INTER-MOUNTAIN LABS INC	80.00
JENNIFER IVORY	50.00
JIM'S WATER SERVICE	63.66
JLC SIGN SYSTEMS INC	27.60
JORDAN GLICK	100.00
KADRMAS LEE & JACKSON INC	28,891.37
KLINE, DUSTEE	169.57
KORTERRA INC	900.00
KRENZELOK, RANDI	205.21
KRIZ-DAVIS COMPANY	1,468.10
KUNZ, STARLYN	147.22
LAVALLIE, SHAELYNN	115.29
LINDGREN, PATRICIA	109.07
LONG BUILDING TECHNOLOGIES	4,033.00
LONG'S PLUMBING & HEATING INC	327.38
LOPEZ, BILLIE & HECTOR	97.16
LORETTA DOWLING	209.50
LOUISE CARTER KING	23.73
MAHANAY, DRINDA	205.10
MANNING WRECKER SERVICE LLC	80.00
MARTINEZ, ANA	13.80
MARTY CRUMP	228.00
MCM GENERAL CONTRACTORS	174,074.33
MEDIATE, CHRISTY	52.94
MEDINA, ARMANDO & YANETH	205.04
METTLER, KANDY	84.70
MICHAEL BENSON	5.00
MICHAEL COLE	45.00
MICHAEL TIPPETTS	100.00
MIDLAND IMPLEMENT CO INC	539.54
MOA WYOMING INC	26,355.41
MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS	1,388.40

MORMAN, LAURA	123.21
MORRISON MAIERLE INC	21,101.02
MORTON, BENJAMIN	90.94
MOSS, JENNIFER & TYLER	205.28
MOSS, THOMAS	16.89
MOSS, THOMAS	183.11
NATIONAL ASSOCIATION SCHOOL RESOURCE OFFICERS INC	40.00
NEVE'S UNIFORM INC	488.00
NEWMAN SIGNS INC	410.00
NEWS RECORD	6,293.10
NISKANEN, JORDAN & KELSEY	205.12
NORCO INC	3,096.09
NORTON CONSTRUCTION	7,504.49
OFFICE OF STATE LANDS AND INVESTMENTS	1,004,877.47
ONE CALL OF WYOMING COPR	346.50
ONLINE INFORMATION SERVICES INC	391.80
OVERHEAD DOOR CO OF GILLETTE	499.86
PAINTBRUSH SEWER & DRAIN	2,275.60
PATRICK COLLIER	433.69
PAULSEN, GREGORY	108.35
PCA ENGINEERING INC	4,120.00
PERRONE, JOSEPH & ELIZABETH	173.68
PERRY, BRIAN	176.06
PIKE, ALAN	148.31
PINE COUNTRY DECOR & MORE	181.22
PINKERTON CONSULTING & INVESTIGATION	387.55
POWDER RIVER CONSTRUCTION	641,628.99
POWDER RIVER ENERGY CORPORATION	143.22
POWDER RIVER HEATING & CONDITIONING CORPORATION	237.50
POWDER RIVER OFFICE SUPPLY INC	433.30
PROELECTRIC INC	21,758.35
PROSENICK, JOE & AN	205.25
PUCKETT, ELIZABETH	205.22
RAILROAD MANAGEMENT CO LLC	562.75
RECREATION SUPPLY COMPANY INC	63.93
ROBIN KUNTZ	14.98
ROCKY MOUNTAIN HOIST SERVICE	1,116.00
RODRIGUEZ CASTRELLON, MARINA	97.39
ROSE, JACOB	205.06
S & S BUILDERS	141,582.14
SAFETY-KLEEN SYSTEMS INC	350.61
SCHRAM, ERICK	205.22
SCHUTZ FOSS ARCHITECTS PC	19,689.00
SELECTEL WIRELESS	230.88
SHAUNAE REYNOLDS	119.94
SHAY FOLLUM	350.00
SHIELDS, DALE	200.00
SIFUENTES, YESINA	42.76
SMILEY, SHELBY	137.63
SMITH, CASS	132.48
SMITH, PATTY & LAVERN	43.94
SOLOMON ELECTRIC SUPPLY	10,911.80
SOURCEGAS	3,023.95
SPAIN, JOSH	172.69
STEINBORN, CRAIG	154.56
STERLING ALBERS	400.00
STOTZ EQUIPMENT	693.90
STRATA INC	6,254.50
STUART C IRBY CO	694.39
SUNDANCE EQUIPMENT COMPANY	162.47

THOMAS A FORD	20.00
THOMAS, LISA	205.09
THOMPSON, SARAH	129.37
TILLOTSON, MICAH	145.80
TIM CARSRUD	21.50
TRINA KERSHAW	50.00
TRUGREEN CHEMLAWN	180.00
TWO M COMPANY INC	2,130.00
TYLER TECHNOLOGIES INC	185,008.99
UNTAMED DESIGN LLC	5,000.00
VAN EWING CONSTRUCTION	836,209.84
VERIZON WIRELESS	3,110.24
VIKING ENTERPRISES	410.22
VISIONARY COMMUNICATIONS	969.14
WALGREEN	39.99
WAL-MART	150.00
WASTE CONNECTIONS, INC.	837.50
WESCO RECEIVABLES CORP	14,350.70
WESTERN WASTE SOLUTIONS INC	10,047.55
WHITE'S FRONTIER MOTORS	117.60
WOLBERT, CHRISTOPHER	205.23
WYOMING DEPT OF EMPLOYMENT	7,016.44
WYOMING DEPT OF TRANSPORTATION	15,745.50
WYOSTAR	28,025.22
XEROX CORPORATION	130.84
ZARECKY, DANIEL	62.42

**Other – Consent**

Approval of a Memorandum of Understanding regarding solid waste disposal at Cam-Plex Multi-Event Facilities.

Approval for the submission of a final draft of the Multi-Jurisdictional Hazard Mitigation Plan update for the City of Gillette, Campbell County, and Town of Wright, Wyoming, to the State of Wyoming and FEMA.

Councilman Barks moved to approve the Consent Agenda; seconded by Councilman McGrath. The Members present all voted aye. The motion carried.

**Approval of Conflict Claims – General Agenda**

Councilman Barks moved to approve a conflict claim for Councilman Carsrud in the amount of \$866.46; seconded by Councilman Kuntz. Barks, McGrath, Kuntz, and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman McGrath moved to approve a conflict claim for Mayor Carter-King in the amount of \$457.03; seconded by Councilman Carsrud. Barks, Carsrud, McGrath, and Kuntz voted aye. Mayor Carter-King abstained. The motion carried.

Councilman Barks moved to approve a conflict claim for Councilman Kuntz in the amount of \$14.98; seconded by Councilman McGrath. Barks, Carsrud, McGrath, and Mayor Carter-King voted aye. Councilman Kuntz abstained. The motion carried.

**Comments**

Council: Mayor Carter-King informed the public of the Congressional Tour that is taking place this week. There are 14 delegates in attendance.

Written: There were no written comments.

Public: There were no public comments.

Other: The Mayor and Council recognized Greg Bowman, Tim Gales, Billy Houch, Josh Ingersoll, Greg Lingruen, Seth Morris, Scott Sorenson, Shannon Stefanick and Tyann Woodall as recipients of the 2<sup>nd</sup> Quarter P.R.I.D.E. Award.

Mayor Carter-King proclaimed the week of August 20-27, 2016 as a “Week of Celebration of the City of Gillette 125<sup>th</sup> Anniversary”. Regina Herringshaw explained the proclamation.

**New Business – Minute Action**

Councilman McGrath moved to approve a Resolution confirming the amounts and projects to be submitted to the State of Wyoming, State Loan and Investment Board, for purposes of the County Wide Consensus Block Grant Application; seconded by Councilman Carsrud. Councilman Carsrud made a motion to table the request until the August 30<sup>th</sup> meeting; seconded by Councilman Kuntz. The Members present all voted aye and the request was tabled until the August 30<sup>th</sup> meeting. The motion carried.

Councilman McGrath moved to approve a professional services agreement for increasing the scope of work for Phase I and Incorporating Phase II of the implementation of PAVER Software for overall management of the City’s roadway system infrastructure with PERTAN, Inc., in the amount of \$45,961 (1% Project); seconded by Councilman Barks. Director Hamilton explained the request. After the explanation, the Members present all voted aye. The motion carried.

Councilman Barks moved to accept public improvements for the Gillette Youth Learning Center Renovation Project, installed by Norton Construction, Inc., in the amount of \$863,119.50; seconded by Councilman Carsrud. Administrator Napier explained the request. After the explanation, the Members present all voted aye. The motion carried.

**New Business – Ordinance 1<sup>st</sup> Reading**

**ORDINANCE 16-21**

AN ORDINANCE AMENDING AND REVISING CHAPTER 17, SECTION 2(b) and 2(c) OF THE GILLETTE CITY CODE REGARDING UTILITY DEPOSITS FOR ELECTRICAL CUSTOMERS

Councilman Barks moved to approve the foregoing Ordinance on first reading; seconded by Councilman McGrath. Director Pitlick explained the request. After the explanation, the Members present all voted aye. The motion carried.

**Executive Session**

Councilman McGrath made a motion to move into and Executive Session to discuss personnel; seconded by Councilman Carsrud. The Members present all voted aye. The motion carried.

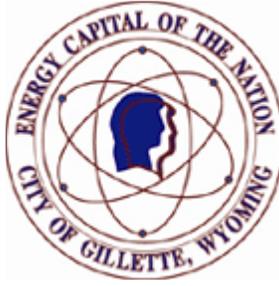
**Adjournment**

There being no further business, the meeting was adjourned at 7:35 p.m. The next scheduled meeting will be held on September 6, 2016, Council Chambers, City Hall. This meeting can be viewed in its entirety at <http://www.gillettewy.gov/CityCouncilVideos.html>. Minutes can be viewed at <http://www.gillettewy.gov/CityCouncilMinutes.html>.

(S E A L)  
ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk  
Publication Date: August 24, 2016

\_\_\_\_\_  
Louise Carter-King, Mayor



**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

An Ordinance Approving and Authorizing the Extension of Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Aspen Heights Annexation, Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial District and R-2, Single and Two Family Residential District, Subject to all Planning Requirements.

**BACKGROUND:**

Ordinance First Reading: 7/0

Doug Leitzke (the applicant) is requesting annexation of a 4.99 acre parcel situated in the SE1/4 SE1/4 of Section 3, T49N, R72W, Campbell County, Wyoming. The applicant is requesting 4.49 acres be zoned C-1, General Commercial District, and 0.5 acres be zoned R-2, Single and Two Family Residential District.

The proposed annexation area is generally located south of Crow Avenue (south of the Divis Subdivision) and north of the City's water tank on Southern Drive. The north boundary of the proposed annexation area is contiguous to the corporate limits of the City of Gillette. The proposed annexation area is a logical extension of the City Limits.

The property can be served by all City utilities and other utilities with franchise agreements with the City. The applicant and/or property owner of the proposed annexation area will be responsible for all design, permitting, easement acquisition, and construction associated with the extension of existing utilities and other infrastructure necessary to serve the proposed annexation area as described within the attached Annexation Report. There is no significant City investment required in support of this annexation.

Access to this proposed annexation area will be provided from two locations. The proposed 0.5 acre R-2 zoned parcel located within the NE corner of the proposed annexation area will have access from Crow Ave. The remaining 4.49 acre commercial area will have access from Southern Drive via a private access driveway. The applicant will be responsible for all costs necessary to construct the private access drive between the approach located on Southern Drive (near the City's water tank) and the proposed intersection at Tipton Dr. A cul-de-sac will be constructed at the intersection of Tipton Dr and the north terminus of the proposed private access drive. The underlying earthwork, grading, drainage, erosion control and road base for the proposed private access drive will be designed in accordance with City Standards as a "local-through" street, capable of carrying heavier commercial traffic. The roadway surface will be a minimum of 24-feet wide and will be paved with either asphalt or concrete. The private access driveway, built to these minimum standards, will be owned, operated and maintained by the applicant and/or property owners within the Aspen Heights annexation area.

In the future, when property adjacent to the private access driveway is either subdivided and/or annexed, the surface of the private access driveway will be improved to include curb, gutter, sidewalk and a wider street surface, designed in accordance with City Standards for a "local-through" street section for commercial traffic. Costs

associated with these future road improvements will be the responsibility of the adjacent property owners and the Aspen Heights property owners who will benefit from these improvements at the time adjacent property is either subdivided and/or annexed.

The existing City zoning north of the proposed annexation area is R-2, Single and Two Family Residential District. The west, south and east boundary of the proposed annexation is adjacent to Agriculture zoned land located in the County. Existing County land uses immediately adjacent to the proposed annexation area consist of vacant agriculture and limited rural residential. A large telecommunications tower is located on the parcel immediately west of the proposed annexation area.

The current land use within the proposed annexation area is currently vacant. A contractor's storage yard previously existed on this site, but has since been demolished. The applicant is requesting a single family dwelling to be installed within the proposed R-2 zoned area. The applicant would like to develop a vehicle/trailer/equipment sales, service and repair business within the proposed C-1 zoned area.

The adopted 2013 City-County Joint Future Land Use Plan for this area recommends Commercial Land Uses with a mixture of rural residential and industrial. City staff has no objection to the proposed R-2 zoned area. City staff has no objections to the proposed C-1 zoned area.

Section 12 of the City's Zoning Ordinance identifies the following, minimum zoning district area size for the following applicable zoning districts:

C-1, General Commercial District - 4 acres  
R-2, Single and Two Family Residential District - 3 acres

The C-1 General Commercial District would also be appropriate for a vehicle/trailer/equipment sales, service and repair business. The minimum district size requirement of 4.0 acres is acceptable for the 4.49 proposed zoning district. The R-2, Single and Two Family Residential District abuts 10+ acres of existing R-2 District, as such it also satisfies the minimum size requirement.

City staff recommends approval of the requested 0.5 acre R-2, Single and Two Family Zoning District and approval of the remaining 4.49 acres of the 4.99 annexation area as C-1, General Commercial Zoning District.

A minimum landscaping and screening buffer of approximately 40 feet will be required at the time development occurs to screen the commercial uses from the existing residential and agriculture uses within the City and the County in accordance with our Landscaping and Screening Standards within Section 14 of the City's Zoning Ordinance.

A future subdivision plat will be required to match future lot lines with the approved zoning designation. Other Engineering, Zoning and Building permits will be required per City Standards when future development occurs within the proposed Aspen Heights annexation area.

**ACTUAL COST VS. BUDGET:**

-NA-

**SUGGESTED MOTION:**

I Move to Approve an Ordinance Approving and Authorizing the Extension of Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Aspen Heights Annexation, Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial District and an R-2, Single and Two Family Residential District, Subject to all Planning Requirements on Second Reading.

**STAFF REFERENCE:**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

- [7-26-16 Planning Commission Meeting Minutes](#)
- [Exhibit A - Annexation Plat](#)

- [Exhibit B - Landowner Petition and Legal Description](#)
- [Exhibit C - Aerial & Vicinity Map](#)
- [Exhibit D - City Clerk Certificate of Determination of Compliance](#)
- [Exhibit E - Requested Zoning Map](#)
- [Exhibit F - Resolution No 2564 Establishing a Public Hearing](#)
- [Exhibit G - Annexation Report](#)
- [Exhibit H - Surrounding Property Owner & Utility Co Notification List](#)
- [Planning Requirements](#)
- [Exhibit J-Ordinance FINAL](#)
- [Owner E-mail re Zoning](#)

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING

City Council Chambers ~ City Hall  
July 26, 2016 ~ 7:00 p.m.

- PRESENT Commission Members Present: Chairman Clark Sanders, Brenda Green, Jim Nielsen, Cindy Reardon, Todd Mattson and Bill Ellingson
- Commission Members Absent: Jennifer Thomas
- Staff Present: Dustin Hamilton, Director of Development Services; Natalie Buchwald, Planner; and Carol Best, Administrative Assistant
- CALL TO ORDER Chairman Clark Sanders called the meeting to order at 7:00 p.m.
- APPROVAL OF THE MINUTES A motion was made by Todd Mattson and seconded by Jim Nielsen to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of July 12, 2016. Motion carried 6/0.
- 16.030AP – ANNEXATION PLAT – Aspen Heights Annexation Dustin Hamilton presented Case No. 16.030AP. Doug Leitzke (the applicant) is requesting annexation of a 4.99 acre parcel situated in the SE1/4 SE1/4 of Section 3, T49N, R72W, Campbell County, Wyoming. The applicant is requesting 4.49 acres be zoned C-1, General Commercial District and 0.5 acres be zoned R-2, Single and Two Family Residential District.
- Chairman Sanders asked if there were any questions or comments. There were none.
- Bill Ellingson made a motion to approve said case. Jim Nielsen seconded the motion. Motion carried 6/0.
- OLD BUSINESS None
- NEW BUSINESS The next Planning Commission meeting will be held on Tuesday, August 23, 2016. Mr. Hamilton reported that three cases will be discussed at that meeting.
- DIRECTORS REPORT Dustin Hamilton introduced and welcomed Natalie Buchwald as the new Planner for the City.
- ADJOURNMENT The meeting adjourned at 7:09 p.m.
- Minutes taken and prepared by Carol Best, Administrative Assistant.



LANDOWNER'S PETITION TO ANNEX TERRITORY TO  
THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF GILLETTE,  
WYOMING:

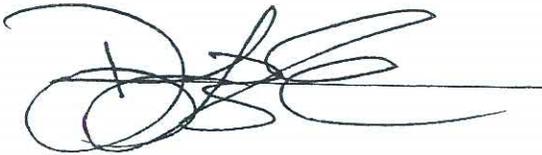
Comes now the undersigned and by affixing their names hereto respectfully shows to the City Council and Mayor of the City of Gillette, Campbell County, Wyoming, as follows:

1. That the undersigned, Doug Leitzke Investments, LLC is the owner(s) of the land, which is contiguous to the City limits of the City of Gillette, which land is described as follows:

Said tract of land contains 4.99 acres, more or less.

2. That attached hereto and made a part hereof is a map showing territory sought to be annexed.
3. That Doug Leitzke, Investments, LLC being the owner(s) of the said land, respectfully request that said land be annexed to the City of Gillette, Campbell County, Wyoming.

DATED This 17 day of May, 2016.



Bart...  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



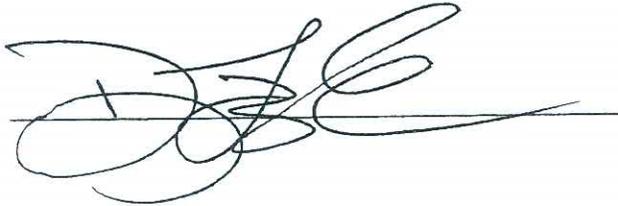
LANDOWNER'S PETITION TO ZONE TO THE  
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF GILLETTE, WYOMING:

Comes now the undersigned and by affixing their names hereto, respectfully shows to the City Council and Mayor of the City of Gillette, Campbell County, Wyoming, as follows:

1. That the undersigned, Leitzke Investments, LLC is the owner(s) of land to be annexed to the City limits of the City of Gillette, which land is described in Exhibit A attached hereto.
2. That attached hereto and made a part hereof is a map showing territory sought to be annexed and zoned.
3. That Leitzke Investments, LLC, being the owner(s) of said land, request that said land be zoned \_\_\_\_\_.

DATED this 17 day of May, 2016, \_\_\_\_\_.



Witness

Witness

Witness

LAND DESCRIPTION  
I-1 ZONE

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 677.24 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 321.17 feet;  
Thence S00°11'34"W a distance of 677.30 feet;  
Thence N89°48'45"E a distance of 320.98 feet to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM:

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet;  
Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;  
Thence S00°10'27"W a distance of 169.91 feet;  
Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

Said tract of land contain 4.49 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

MHC  
6-14-2016

LAND DESCRIPTION  
R-2 ~~R-3~~ ZONE

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;

Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;

Thence N27°33'16"W a distance of 345.69 feet;

Thence N04°19'11"W a distance of 129.91 feet;

Thence N05°20'25"E a distance of 234.04 feet;

Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;

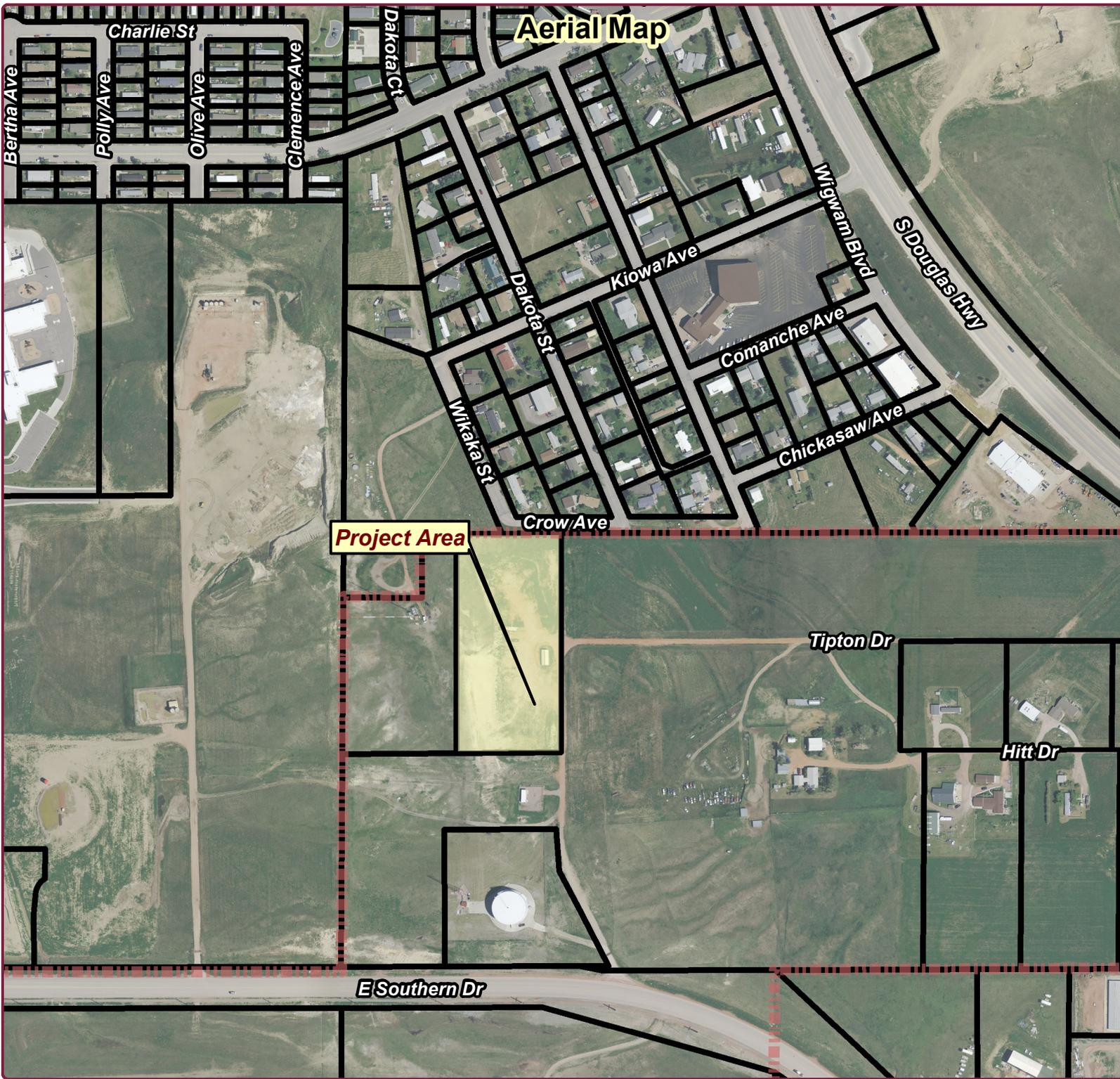
Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;

Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;

Thence S00°10'27"W a distance of 169.91 feet;

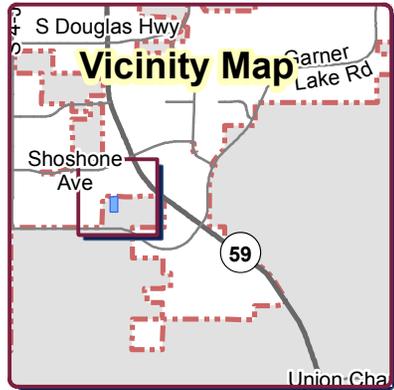
Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

Said tract of land contain 0.50 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.



# Aerial Map

**CITY OF GILLETTE**  
 GIS Division  
 P.O. Box 3003  
 Gillette, Wyoming 82717-3003  
 Phone (307) 686-5364  
 www.gillettewy.gov



### Legend

- City Limits
- Project Area

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

Y:\GIS Work\EDS\Planning\Commission Maps

**16.030AP  
Aspen Heights  
Annexation**

July 26, 2016

Productivity *Service With P.R.I.D.E.* Enthusiasm  
 Responsibility Integrity Dedication







## RESOLUTION NO. 2564

A RESOLUTION INITIATING ANNEXATION OF A TRACT OF LAND  
CONTIGUOUS TO THE CITY OF GILLETTE, WYOMING, PURSUANT  
TO W.S. 15-1-403 AND 15-1-405, KNOWN AS THE ASPEN HEIGHTS  
ANNEXATION AND ESTABLISHING A PUBLIC HEARING DATE OF  
AUGUST 2, 2016, TO CONSIDER THE PROPOSED ANNEXATION  
REQUEST

WHEREAS, a written petition for annexation has been filed with the Gillette City Clerk by the majority of the owners owning a majority of the area sought to be annexed, and;

WHEREAS, the City Council finds that it is in the best interest of the City that this tract of land, which is adjacent and contiguous to the boundaries of the City should be annexed to the City, and that a Public Hearing shall be established pursuant to W.S. 15-1-405.

IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING:

1. The area sought to be annexed known as the Aspen Heights Annexation is more particularly described as follows:

**Legal Description for Annexation of Land Into the City of Gillette, Wyoming**

**R-2, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT REQUESTED ZONING**

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet;  
Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;  
Thence S00°10'27"W a distance of 169.91 feet;  
Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

The above parcel contains an area of 0.50 acres, more or less.

**I-1, LIGHT INDUSTRIAL DISTRICT REQUESTED ZONING**

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 677.24 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of

321.17 feet;

Thence S00°11'34"W a distance of 677.30 feet;

Thence N89°48'45"E a distance of 320.98 feet to the TRUE POINT OF BEGINNING;

**EXCERPTING THEREFROM:**

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;

Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;

Thence N27°33'16"W a distance of 345.69 feet;

Thence N04°19'11"W a distance of 129.91 feet;

Thence N05°20'25"E a distance of 234.04 feet;

Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;

Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;

Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;

Thence S00°10'27"W a distance of 169.91 feet;

Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

The above parcel contains an area of 4.49 acres, more or less.

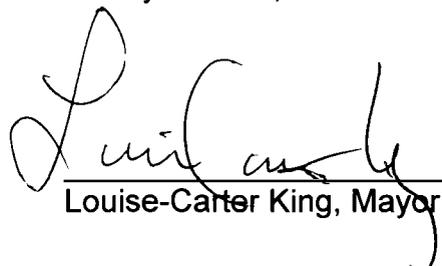
A map of the Aspen Heights Annexation showing the land area is attached to this Resolution as Exhibit "A". The Landowner's Petition to Annex Territory to the City of Gillette, Campbell County, Wyoming is included as "Exhibit B". The Warranty Deed identifying the owner of the tract of land sought to be annexed and the owner's mailing address is listed in Exhibit "C" which is also attached. An annexation report explaining the terms and conditions of the annexation will be prepared and will distributed to the landowner in accordance with State Statutes.

2. The City Clerk has certified that the Petition complies with the requirements of W.S. 15-1-403 and shall follow the procedures outlined in W.S. 15-1-401 through 15-1-422. The Certificate of Determination is attached as Exhibit "D".

3. A public hearing in this matter shall be held on August 2, 2016, at 7:00 o'clock p.m., in the Second Floor Community Conference Room, City Hall, Gillette, Wyoming, to determine whether the proposed annexation complies with W.S. 15-1-402.

4. The City Clerk is directed to give notice of the public hearing by publishing a notice twice in the Gillette News Record, with the first notice published at least twenty (20) days prior to the date of the public hearing and by mailing a copy of the published notice to the owner of the tract sought to be annexed and those listed in the Adjacent Landowner List at the address used to mail County tax notices. Such notices shall contain the legal description of the area and the names of the person owning the property within the area.

PASSED, APPROVED, AND ADOPTED this 21st day of June, 2016.

  
Louise-Carter King, Mayor

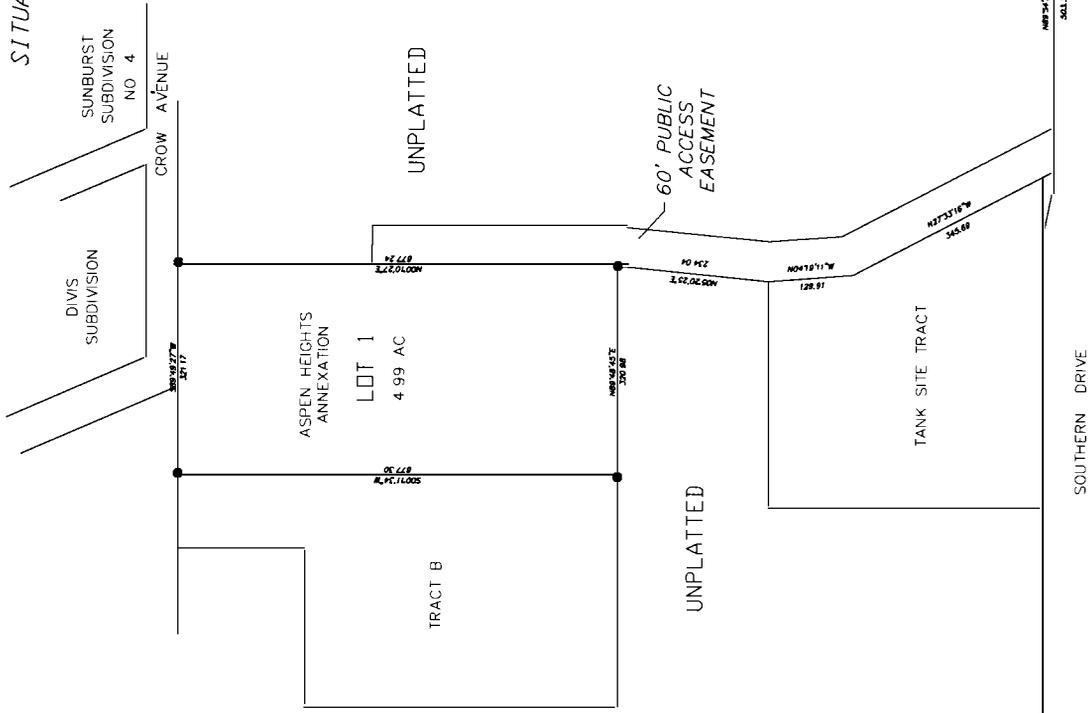
(S E A L)

ATTEST:

  
Karlene Abelseth, City Clerk

**ANNEXATION PLAT**  
**ASPEN HEIGHTS ANNEXATION**  
 SITUATED IN THE SE1/4 SE1/4 OF SECTION 3, T49N, R72W  
 OF THE SIXTH P. M., CAMPBELL COUNTY, WYOMING

Exhibit A



<b>LEGEND</b>	FOUND CORNER	LOCAL CONTROL
	BENCHMARK	
	AREA	4.99 AC
	ZONING	C-3, R-3

**SURVEYOR'S CERTIFICATE**

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of ASPEN HEIGHTS ANNEXATION, as shown on the attached map. The survey and the plat were made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the laws of the State of Wyoming. City of Gillette regulations governing the subdivision of the land.



**ANNEXATION CERTIFICATE**

This Annexation Plat, as it is described and as it appears on this plat, is a true and correct map of the area to be annexed and is made with the desires of the undersigned owner and proprietors and is a correct plat of the area.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_ by

Owners  
LEITZKE INVESTMENTS, LLC

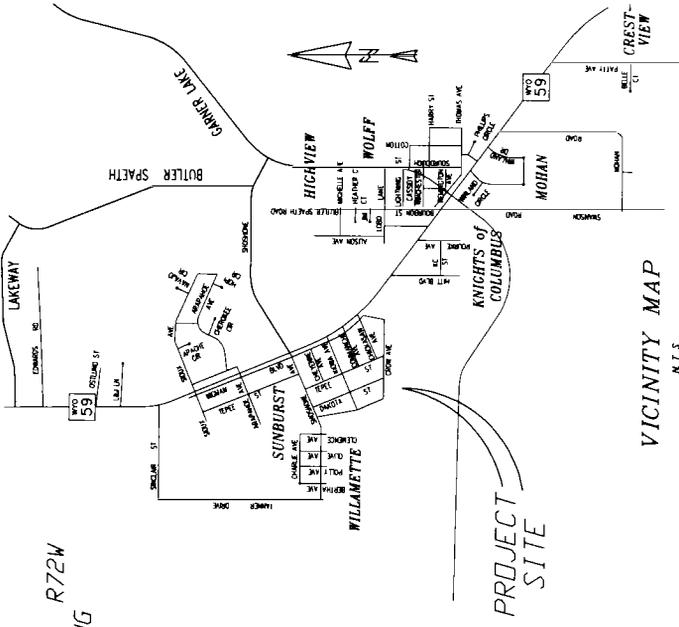
Douglas J. Litzke for LEITZKE INVESTMENTS, LLC

**DESCRIPTION**

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West, Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3, Thence S03°36'11"W along the South line of said Section 3 a distance of 1229.91 feet to a benchmark; Thence N04°19'11"W a distance of 129.91 feet to the TRUE POINT OF BEGINNING; Thence N00°10'27"E a distance of 677.24 feet to the South line of the City of Gillette; Thence S89°49'27"W along the said South line of the City of Gillette a distance of 321.17 feet; Thence S00°11'34"W a distance of 320.98 feet; Thence N08°45'E a distance of 320.98 feet to the TRUE POINT OF BEGINNING.

ORDINANCE 2564A



**APPROVALS**

Date on this plat reviewed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ A. D., by the City Engineer of Gillette, Wyoming

City Engineer \_\_\_\_\_

This plat approved by the City of Gillette Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ A. D.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

Approved by the City Council of the City of Gillette, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ A. D.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

This plat filed for record in the office of the Clerk and Recorder at \_\_\_\_\_ o'clock \_\_\_\_\_ m. \_\_\_\_\_ 20\_\_\_\_ and is duly recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_

STATE OF WYOMING )  
 ) ss  
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_ by Douglas J. Litzke as Managing Member for LEITZKE INVESTMENTS, LLC as a fee and voluntary act and deed. Witness my hand and official seal.

Nobary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

County Clerk \_\_\_\_\_

**ANNEXATION PLAT**  
**ASPEN HEIGHTS ANNEXATION**  
 GILLETTE, WYOMING

PROFESSIONAL SURVEYOR  
 RICHARD T. DOYLE  
 801 E. 4TH ST.  
 GILLETTE, WY 82716  
 PH: (307) 886-4110

ORDINANCE 2564B

LANDOWNER'S PETITION TO ANNEX TERRITORY TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF GILLETTE, WYOMING:

Comes now the undersigned and by affixing their names hereto respectfully shows to the City Council and Mayor of the City of Gillette, Campbell County, Wyoming, as follows:

- 1. That the undersigned, Doug Leitzke Investments, LLC is the owner(s) of the land, which is contiguous to the City limits of the City of Gillette, which land is described as follows:

Said tract of land contains 4.99 acres, more or less.

- 2. That attached hereto and made a part hereof is a map showing territory sought to be annexed.
- 3. That Doug Leitzke, Investments, LLC being the owner(s) of the said land, respectfully request that said land be annexed to the City of Gillette, Campbell County, Wyoming.

DATED This 17 day of May, 2016



  
Witness

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

\_\_\_\_\_

Witness



ORDINANCE 2564B

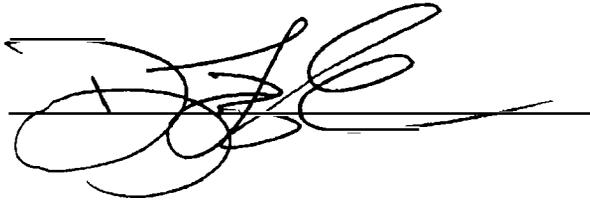
LANDOWNER'S PETITION TO ZONE TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF GILLETTE, WYOMING:

Comes now the undersigned and by affixing their names hereto, respectfully shows to the City Council and Mayor of the City of Gillette, Campbell County, Wyoming, as follows:

- 1. That the undersigned, Leitzke Investments, LLC is the owner(s) of land to be annexed to the City limits of the City of Gillette, which land is described in Exhibit A attached hereto.
- 2. That attached hereto and made a part hereof is a map showing territory sought to be annexed and zoned.
- 3. That Leitzke Investments, LLC, being the owner(s) of said land, request that said land be zoned \_\_\_\_\_.

DATED this 17 day of May, 2016.



  
Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

ORDINANCE 2564B  
LAND DESCRIPTION  
I-1 ZONE

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 677.24 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 321.17 feet;  
Thence S00°11'34"W a distance of 677.30 feet;  
Thence N89°48'45"E a distance of 320.98 feet to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM:

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet;  
Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;  
Thence S00°10'27"W a distance of 169.91 feet;  
Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

Said tract of land contain 4.49 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

## ORDINANCE 2564B

MHC  
6-14-2016

LAND DESCRIPTION  
R-2 ~~R-3~~ ZONE

A tract of land being part of the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;

Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;

Thence N27°33'16"W a distance of 345.69 feet;

Thence N04°19'11"W a distance of 129.91 feet;

Thence N05°20'25"E a distance of 234.04 feet;

Thence N00°10'27"E a distance of 507.46 feet to the TRUE POINT OF BEGINNING;

Thence N00°10'27"E a distance of 169.78 feet to the South line of the City of Gillette;

Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;

Thence S00°10'27"W a distance of 169.91 feet;

Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

Said tract of land contain 0.50 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

ORDINANCE 2564C

EXHIBIT C LIST OF LANDOWNERS FOR THE ASPEN HEIGHTS ANNEXATION:

Leitzke Investments, LLC.

333 Elk Valley Road

Gillette, WY 82718



1022906

1022906 Book 3024 of PHOTOS

Page 00083

## ORDINANCE 2564C

Space Above This Line for Recorder's Use Only

## WARRANTY DEED

File No.: 580146GI (cae)

JJB Enterprises, LLC, a Wyoming limited liability company, GRANTOR(S), for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) to

Leitzke Investments, LLC, a Wyoming limited liability company, GRANTEE(S),

whose mailing address is 333 Elk Valley Road, Gillette, WY 82718, the following described real estate, situated in the County of Campbell, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Tract C, on the record of survey which was filed for record in the office of the County Clerk of Campbell County, Wyoming, on July 25, 1979 and is found in Plat Book #2 on page 194, which more particularly describes said Tract C as follows:

A tract of land situated in the SESE of Section 3, Township 49 North, Range 72 West, 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the SE corner of said Section 3, said Corner being marked by a Brass Cap, L.S. 538; thence South 89°36' West along the South Boundary of said Section 3, 1330.7' to a 2" Iron pipe marking the SE corner of Tract M of "Lands of the Hitt Estate" as recorded in Book 155 of Photos, page 547; thence North 0°04'00" West along the East boundary of said Tract "M" 1348.28' to a #5 Rebar with Aluminum Cap, L.S. 538, said Rebar marking the NE corner of Tract M, and SE Corner of Tract K, "Lands of the Hitt Estate" as recorded in Book 155 of Photos, page 547; thence North 0°04'00" West along East Boundary of Tract K, 7.03' to a #5 rebar with aluminum cap, L.S. 538, said #5 rebar being 5.32' South 89°33'51" West of a 3/8" Rebar, marking the SW Boundary Corner of Sunburst Addition, thence from #5 Rebar with Aluminum Cap, L.S. 538, North 89°33'51" East 352.89' to a #5 Rebar with Aluminum Cap, L.S. 538, said rebar with Aluminum Cap being the true point of beginning; thence North 89°33'51" East, 321.20' to a #5 Rebar with Aluminum Cap, L.S. 538; thence South 0°04'27" East 677.86' to a #5 Rebar with Aluminum Cap, L.S. 538; thence South 89°34'08" West 321.21' to a #5 Rebar with Aluminum Cap, L.S. 538; thence North 0°04'24" West 677.84' to the true point of beginning.

EXCEPTING and reserving unto the Grantor all of the oil, gas and other minerals that they may own under the above described premises together with the right of ingress and egress to explore for, mine, develop and remove the same.

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record.

WITNESS the due execution and delivery of this Warranty Deed

this 24<sup>th</sup> day of May, 20 16.

ORDINANCE 2564C

Date: 05/24/2016

Warranty Desc  
- continued

File No.: 580146GI (cae)

JJB Enterprises, LLC, a Wyoming limited liability company

By: [Signature]  
Name: Bruce L Hitt  
Title: Member

By: [Signature]  
Name: Joe A Hitt  
Title: Member

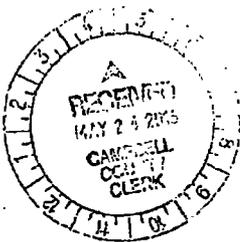
By: [Signature]  
Name: Janet M Cranston  
Title: Member

State of Wyoming  
County of Campbell

This instrument was acknowledged before me on this 24<sup>th</sup> day of May, 2016 by Bruce L Hitt, Joe A Hitt and Janet M Cranston as Members of JJB Enterprises, LLC.



[Signature]  
Notary Public  
My Commission Expires: 8-25-18



RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

1022906 Recorded on 5/24/2016 at 4.24.00 Fee 15.00  
Book 3024 of PHOTOS Pages 83 to 84  
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT







# CITY OF GILLETTE

Development Services Department  
Planning Division  
P.O. Box 3003 • Gillette, Wyoming 82717-3003  
Phone 307.686.5281  
www.gillettewy.gov

## CERTIFIED MAIL

July 6, 2016

Leitzke Investments, LLC  
Attn Doug Leitzke  
333 Elk Valley Rd  
Gillette, WY 82718

### RE: **Annexation Report for Aspen Heights**

Dear Leitzke Investments LLC,

The City of Gillette has received a Petition to Annex and Petition to Zone. The proposed annexation consist of 4.99 acres and is immediately adjacent to the current City corporate boundary.

The Certificate of Determination of Substantial Compliance of the Annexation Petition has been signed by the City Clerk as required by State Statutes. The Certification indicates the Annexation Petition substantially complies with Wyoming Statutes 15-1-401 through 15-1-423.

The Annexation Petition has been reviewed by City Staff and is to be reviewed by the Planning Commission prior to being forwarded to the City Council for their review and action.

- The City Planning Commission will consider the Annexation Petition and will conduct a public hearing to receive input during their regular meeting on July 26, 2016 at 7 pm in the Council Chambers at City Hall at 201 E 5<sup>th</sup> Street, Gillette, WY 82716.
- The Gillette City Council is scheduled to review the recommendation from the Planning Commission, conduct a separate public hearing, and consider an ordinance to annex this area during their regular meeting on August 2, 2016 at 7 pm in the Council Chambers at City Hall at 201 E 5<sup>th</sup> Street, Gillette, WY 82716.
- The City Council will also consider the ordinance to annex this area during the second and third ordinance reading at their respective August 16, 2016 and September 6, 2016 regular City Council meetings.

The following report will explain the terms and conditions of the annexation and what types of services will be provided to the proposed annexation area by the City. This annexation report will address the basic and customary services to be provided and a general time frame for receipt of these services. The annexation plat and aerial map of the area that is being considered for annexation is enclosed.

It is our goal to provide property owner(s) within the annexed area with efficient and high quality services and facilities, as well as ensure the health, safety and well-being of the citizens of Gillette. We look forward to addressing any questions you might have regarding the annexation process.

# **ASPEN HEIGHTS ANNEXATION REPORT**

## **JULY 6, 2016**

### **STREET OWNERSHIP AND MAINTENANCE**

The proposed annexation area does not have immediate access from an existing City street. An existing access easement from Southern Drive (near the City's water tank) will be paved and will provide access to the proposed annexation area. The private access road will be designed and constructed in accordance with City standards. The private access road within the existing access easement will be maintained by the property owner(s) within the proposed Aspen Heights annexation area. The proposed private access road and related easement will be platted and dedicated to the public for future ownership and maintenance when adjacent lands are eventually subdivided. Other access locations will be reviewed and approved by the City prior to construction. Costs for all internal streets and access roads proposed for any future development will be the responsibility of the property owner.

### **WATER SERVICE**

City water service is available to the proposed annexation area. A "Permit to Construct" to extend water service(s), fire hydrant(s) and other internal water mains will be required as a condition of any future subdivision or building permits issued within the annexed area. The City Engineering Division will review and approve the proposed Permit to Construct. All necessary extensions of water will be governed by the City Subdivision Regulations and City Design and Construction Standards. Costs for the extension of water mains and service lines are the responsibility of the property owner. An appropriate financial guarantee, as determined by the City of Gillette Engineering Division, will be required prior to the issuance of a Permit to Construct. Existing groundwater wells may be used for irrigation purposes only and may not be connected to the City of Gillette water distribution system.

### **SANITARY SEWER SERVICE**

Sanitary sewer main(s) will be extended to the proposed annexation area. The property owner is responsible for all costs associated with extending sanitary sewer mains and services to the annexed area. A "Permit to Construct" to extend sanitary sewer main(s), services and other internal sanitary sewer improvements will be required as a condition of any future subdivision or building permits issued within the annexed area. All necessary extensions of the City's sanitary sewer system to serve the annexed area will be governed by the City Subdivision Regulations and City Design and Construction Standards. An appropriate financial guarantee, as determined by the City of Gillette Engineering Division, will be required prior to issuance of a Permit to Construct. All lots developed in the City are required to connect to City sewer. All existing septic systems within the annexed area will be abandoned in accordance with Wyoming Department of Environmental Quality (WDEQ) standards as a condition of any future subdivision or building permits issued within the annexed area.

## **ELECTRICAL SERVICE**

Upon annexation, the City will be the electrical service provider for the annexed area. The installation of any electrical infrastructure required in support of development will be the responsibility of the property owner. The installation is to be completed according to the electrical extension and development policies of the City.

## **SOLID WASTE COLLECTION**

Upon annexation, City Ordinances require that all residential customers use City service. Commercial customers have the choice to use City service or that of a private provider.

## **SERVICE COSTS AND BILLING**

The annexed area will be billed for City Services at the same rate and classification as other comparable in-city customers. Rates are set by the City Council and are subject to change. Any future increase to current costs will be the same for you as it will be for any other comparable City customer. Attached to this annexation report is a brochure, summarizing the City of Gillette Utility Rates as of May 1, 2016.

## **POLICE PROTECTION**

All standard Police services will be provided. These include regular patrol, traffic enforcement, accident assistance and investigation, and animal control activities. These services will begin on the effective date of the annexation.

## **CODE ENFORCEMENT**

The annexed area will be covered by the various City Codes and requirements adopted by the City. All construction activities commenced after annexation will be subject to the Building Codes and Ordinances in effect at the time of application for a Building Permit. Other Ordinances concerning junk, weeds and general nuisances will be enforced after annexation, where and if necessary.

## **ZONING CLASSIFICATION**

The property owner has requested the annexed area to be zoned I-1, Light Industrial District and R-2, Single and Two Family Residential District. Enclosed is a separate map identifying the requested zoning area(s). The Gillette City Council will make the final determination of the zoning districts at the time of annexation.

## **SUBDIVISION AND DEVELOPMENT REGULATIONS**

Any future platting of this land shall be compliant with the current adopted Subdivision Regulations of the City of Gillette. Any new development shall also comply with all adopted City standards.

## **BUILDING, PLANNING AND ENGINEERING PERMITS**

A Commercial Site Plan or a Development Plan will be required for the development of all permitted uses within the commercial or industrial zoning district(s), within the City of Gillette. Future Commercial Site Plan(s) or Development Plan(s) will be submitted in accordance with the City's Zoning Ordinance and other rules, regulations and ordinances adopted by the City of Gillette. Commercial Site Plan(s) and Development Plan(s) will be reviewed and approved in accordance with various City rules, regulations and ordinances.

A Grading Permit is required for all earthmoving and grading activities within the annexation area. An Erosion/Sediment Control Plan shall be submitted and maintained as part of the grading activities. The City Engineering Division will review all grading and Erosion/Sediment Control Plans. WDEQ permits may also be required.

Development of residential uses and structures within a residentially zoned district in the City of Gillette will require the approval of a residential plot plan, which will be reviewed and approved by the City of Gillette Planning and Building Divisions. Building Permits, to be issued by the City Building Division, are required for all permanent structures constructed within the annexed area. Water and Sewer Plant Investment Fees, Electric System Capital Contribution Fees and other related connection charges will be paid by the property owner prior to issuance of a building permit.

## **PROPERTY TAXES**

The property tax for the annexed area will increase by an additional 8 mills (\$8.00 per \$1,000 of assessed value). Revenue from this 8 mill property tax will be collected by the County and distributed to the City for general operations of the City. The County Tax Assessor's Office is responsible for establishing the classification of property, assessed value and the assessment rate. For more information or a tax estimate, please contact the Campbell County Assessor's Office.

## **CITY REPRESENTATION AND VOTING**

The annexed area will be represented by Ward 2 City Council members. Currently, Mr. Billy Montgomery and Mr. Tim Carsrud represent Ward 2 on the City Council. Mrs. Louise Carter-King is the current Mayor of the City of Gillette.

## **PARKLAND**

All parkland dedication is governed by the City of Gillette Subdivision Regulations. The parkland fee and dedication is exempt in commercial and industrial zoning districts. In residential districts, the parkland fee is \$350 per lot. Payment of the parkland dedication fee is due as a condition of approval of any future subdivision within the annexation area.

## **CITY INVESTMENT IN SUPPORT OF ANNEXATION**

There is no significant investment required in support of this annexation

## SUMMARY OF ANNEXATION

The sole property owner has submitted a Petition to Annex 4.99 acres of land into the City of Gillette. This property is generally located south of Crow Avenue and north of the water tank on Southern Drive. The property is currently vacant. The applicant has requested the majority of the property to be zoned I-1, Light Industrial District and that a small portion of the property be zoned R-2, Single and Two Family Residential District. The applicant intends to put a home on the residentially zoned parcel and a vehicle sales/service and/or equipment sales, service and storage yard within the I-1 zoned area. A map of the area is enclosed.

This area is a logical extension of City limits and will be serviceable. However, sanitary sewer services and private driveway access to Southern Drive will have to be extended to this parcel at the applicant's expense. The Comprehensive Plan envisions the future land use to be a mixture of commercial and industrial zoning. The City Council will make the final zoning determination at the time of annexation.

All City infrastructure will be available for the private landowner's use as the terms of the annexation report state. The benefits to the land owner include having access to City services which provide long-term security. This annexation provides for a logical extension of City limits.

We look forward to working with you through the annexation process. We pride ourselves on providing quality services and facilities. Should you need assistance or have questions during the annexation process, please feel free to contact the Development Services Department – Planning Division at 307-686-5281.

Sincerely,  
CITY OF GILLETTE



Michael H. Cole  
*Planning Manager*

Attachments:

- (a) Annexation Plat
- (b) Aerial Map
- (c) City Clerk Certificate of Determination of Compliance
- (d) Utility Rates Brochure
- (e) Requested Zoning Map Exhibit

Email: City Administrator  
City Clerk  
City Attorney  
Development Services Director  
City Engineer  
Utilities Director

TAYLOR MATT A & AMY  
PO BOX 71  
GILLETTE, WY 82717

SECRETARY OF HUD (THE)  
ATTN SINGLE FAMILY DISPOSITION BRANCH  
5312 BOLSA AVE STE 200  
HUNTINGTON BEACH, CA 92649

VISIONARY COMMUNICATIONS INC  
PO BOX 2799  
GILLETTE, WY 82717

BRADY SCOTT J REVOCABLE TRUST  
PO BOX 397  
GILLETTE, WY 82717

CONE BRANDON C & JAMI L  
1125 HITT DR  
GILLETTE, WY 82718

CARPENTER CHRISTOPHER M & LISA K  
1160 HITT DR  
GILLETTE, WY 82718

JJB ENTERPRISES LLC  
1100 HITT DR  
GILLETTE, WY 82718

HITT BRUCE L & TAMMI  
1100 HITT DR  
GILLETTE, WY 82718

CRANSTON ROY G & JANET M  
529 FALCON CREST DR  
SPEARFISH, SD 57783

SUNSHINE REAL PROPERTIES LLC  
PO BOX 397  
GILLETTE, WY 82717

NEPSTAD MARLAN O REVOCABLE TRUST  
4004 NEPSTAD DR  
GILLETTE, WY 82718

CRUMP PROPERTIES LLC  
501 WESTSIDE DR  
GILLETTE, WY 82718

Powder River Energy Corporation  
Attn Mike Easley, CEO  
P.O. Box 930  
Sundance, WY 82729

Charter  
Attn Matt Morris  
410 W Boxelder Rd  
Gillette, WY 82718

Black Hills Energy  
Attn Scott Wilson  
921 S Burma Ave  
Gillette, WY 82718

Century Link  
Attn Shelby Allen  
3401 S Douglas Hwy  
Gillette, WY 82718

Leitzke Investments, LLC  
Attn Doug Leitzke  
333 Elk Valley Rd  
Gillette, WY 82718

Doyle Surveying Inc  
801 E 4th St Ste 15  
Gillette, WY 82716

# Planning Requirements

## **16.030AP**

### **Annexation Plat – Aspen Heights Annexation**

1. Final determination of the proposed zoning district shall be made by the City Council upon approval of the Annexation ordinance.
2. A subdivision plat will be prepared by the applicant; reviewed/accepted by the City and recorded with the County Clerk's office prior to the zoning taking effect.
3. Public utilities and other public infrastructure will be extended to the applicant's property, at the landowner's expense at the time the subdivision for the proposed annexation area is approved. Either a Recorded or Unrecorded Plat Agreement will be executed in accordance with the City's Subdivision Regulations prior to the issuance of any building permits or other development approval within the annexation area.
4. All new development within the annexation area shall be reviewed by the City and shall meet City standards.
5. All public infrastructure improvements necessary for site-specific development shall be required at the time of development and the cost to extend these improvements shall be the responsibility of the landowner.
6. The applicant, with consent from the County and adjacent landowners, will post signs at the proposed cul-de-sac at Tipton Drive stating that Tipton Drive is a "Private Road" and all "Through Traffic Prohibited".
7. The proposed private access driveway will be constructed and paved with either asphalt or concrete to the satisfaction of the Campbell County Fire Department and the City of Gillette Engineering Division.
8. The proposed private access driveway will be owned, operated and maintained by the landowner(s) within the commercial zoned areas of the Aspen Heights Annexation.
9. Landscaping and screening buffers shall be installed in accordance with City's Landscaping and Screening Standards within Section 14 of the City's Zoning Ordinance at the time of development.
10. The applicant agrees to make the necessary roadway improvements to meet City Standards and dedicate the private access easement to the City, at the time adjacent properties are subdivided and/or annexed. At that time, this private access road will be platted as Right-of-Way and dedicated to the City, upon acceptance of the improvements.
11. The applicant will address all comments and concerns in ePlans before the annexation plat is recorded at the Campbell County Clerk's Office.

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION  
OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING,  
AND ANNEXATION OF A TRACT OF LAND KNOWN AS  
THE ASPEN HEIGHTS ANNEXATION  
CONTIGUOUS AND ADJOINING THE PRESENT BOUNDARIES AND  
ESTABLISHING A C-1, GENERAL COMMERCIAL DISTRICT AND AN R-2, SINGLE  
AND TWO FAMILY RESIDENTIAL DISTRICT,  
SUBJECT TO ALL PLANNING REQUIREMENTS

ANNEXATION PLAT PARCEL LOCATED IN THE SE1/4 SE1/4 OF SECTION 3,  
TOWNSHIP 49 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CAMPBELL COUNTY, WYOMING.

WHEREAS, the majority owners of a tract of land did petition the City of Gillette, Wyoming, to include said tract of land within the City boundaries; and

WHEREAS, The City of Gillette did initiate proceedings to annex the Aspen Heights Annexation to the City of Gillette by adopting a Resolution at its regular meeting on June 21, 2016, finding that the requirements of Wyoming Statutes 15-1-402, would be satisfied; directing the publication of a notice, establishing a date for a public hearing at the hour of 7:00 o'clock p.m., on August 2, 2016, in the City Council Chambers, City Hall, Gillette, Wyoming and ordering that Notice be sent to the owners of the tracts described therein;

WHEREAS, a Notice of Hearing in compliance with Wyoming Statutes 15-1-405, was published in the Gillette News Record on July 8, 2016 and July 15, 2016; and copies of the notice were mailed to the owners of the tracts of land as required by law, by certified mail at least 20 business days prior to the public hearing along with a copy of the Annexation Report pursuant to Wyoming Statutes 15-1-402; the public hearing was held as advertised, on August 2, 2016, in the City Council Chambers, City Hall, Gillette, Wyoming, at which time no objections were filed and at which time the City Council did unanimously find that the requirements of Wyoming Statutes 15-1-402, were satisfied and that the area to be annexed is adjacent and contiguous to the corporate limits of the City of Gillette and that said areas should be annexed to the City.

WHEREAS, the City Council did find by Resolution dated June 21, 2016 that said petition was in full compliance with the statutory requirements; and that by the same Resolution, the said City Council did find the necessary tests enunciated by Wyoming Statutes 15-1-402 were satisfied, and that the majority of the owners owning a majority of the land did sign the Petition to Annex which complies with the terms of Wyoming Statutes 15-1-403; and that the said Governing Body has determined that the area should be included within the corporate limits of said City of Gillette, Wyoming.

WHEREAS, the City of Gillette Planning Commission by a majority vote of its members on July 26, 2016, reviewed the request and recommended that the request for Annexation be approved by the Gillette Governing Body and further recommended that the tract to be annexed be zoned C-1, General Commercial Zoning District and R-2, Single and Two Family Residential Zoning District.

WHEREAS, a Public Hearing was duly advertised and

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

Section 1. That pursuant to the petition filed with the City Council of the City of Gillette, Wyoming, there is hereby annexed to and included in the boundaries of the City of Gillette, Wyoming, the tract of land more fully described within the Annexation Plat labelled as Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2. That all previous Ordinances defining the boundaries of the said City of Gillette, Wyoming, shall be and the same are hereby amended to include the area as herein described; and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of any inconsistency.

Section 3. That an area of land known as the Aspen Heights Annexation, as shown on the Annexation Plat, known as Exhibit "A". Campbell County, Wyoming is composed of one tract of land. The parcel of land for the Annexation is to be zoned C-1, General Commercial Zoning District, and R-2, Single and Two Family Residential Zoning District. The property to be zoned is legally described as follows:

#### LAND DESCRIPTION

##### R-2, SINGLE AND TWO FAMILY RESIDENTIAL ZONING DISTRICT

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet;  
Thence N00°10'27"E a distance of 507.37 feet to the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 169.87 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;  
Thence S00°10'27"W a distance of 169.91 feet;  
Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

The above parcel contains an area of 0.50 acres, more or less.

##### C-1, GENERAL COMMERCIAL ZONING DISTRICT

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of 503.36 feet;  
Thence N27°33'16"W a distance of 345.69 feet;  
Thence N04°19'11"W a distance of 129.91 feet;  
Thence N05°20'25"E a distance of 234.04 feet the TRUE POINT OF BEGINNING;  
Thence N00°10'27"E a distance of 677.24 feet to the South line of the City of Gillette;  
Thence S89°49'27"W along the said South line of the City of Gillette a distance of 321.17 feet;  
Thence S00°11'34"W a distance of 677.30 feet;  
Thence N89°48'45"E a distance of 321.39 feet to the TRUE POINT OF BEGINNING;

##### EXCERPTING THEREFROM:

A tract of land being situated in the SE1/4 SE1/4 of Section 3, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Southeast corner of said Section 3;  
Thence S89°54'39"W along the South line of said Section 3 a distance of

503.36 feet;  
 Thence N27°33'16"W a distance of 345.69 feet;  
 Thence N04°19'11"W a distance of 129.91 feet;  
 Thence N05°20'25"E a distance of 234.04 feet;  
 Thence N00°10'27"E a distance of 507.37 feet to the TRUE POINT OF BEGINNING;  
 Thence N00°10'27"E a distance of 169.87 feet to the South line of the City of Gillette;  
 Thence S89°49'27"W along the said South line of the City of Gillette a distance of 128.19 feet;  
 Thence S00°10'27"W a distance of 169.91 feet;  
 Thence N89°48'19"E a distance of 128.19 feet to the TRUE POINT OF BEGINNING;

The above parcel contains an area of 4.49 acres, more or less.

Section 4. That the Annexation Plat of the Aspen Heights Annexation, Campbell County, Wyoming as prepared by Richard T. Doyle , signed by Richard T. Doyle, Registered Land Surveyor, Wyoming Registration No. 2333, is made a part hereof and incorporated herein by this reference and is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF GILLETTE, WYOMING

\_\_\_\_\_  
 Louise Carter-King, Mayor

(S E A L)

ATTEST:

\_\_\_\_\_  
 Karlene Abelseth, City Clerk

Publication Date:

State of Wyoming            )  
   ) ss.  
 County of Campbell         )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Louise Carter-King, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Louise Carter-King acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

My Commission Expires:

\_\_\_\_\_

**From:** Doug Leitzke <[doug@outletgillette.com](mailto:doug@outletgillette.com)>

**Date:** July 20, 2016 at 3:43:45 PM MDT

**To:** Michael Cole <[mikec@gillettewy.gov](mailto:mikec@gillettewy.gov)>, "[dls@vcn.com](mailto:dls@vcn.com)" <[dls@vcn.com](mailto:dls@vcn.com)>

**Subject: Re: Aspen Heights Zoning**

Good Afternoon Mike,

Thanks for your email. After my visit with you yesterday and meeting with Dick Doyle this morning, I feel all three of us are in agreement of your purposed C-1 zoning instead of the I-1 that we originally submitted. I will respectfully change my zoning request if the following conditions are approved on your part:

1. My light duty vehicle service shop will be 6,000 sq ft and will not be required to install a fire suppression overhead sprinkler system. We discussed that I will install a 3-4" water tap and line to the building but will only be required to connect and be charged for a 1" tap and service. A 12' water main runs down my property line and will be less than 100' from the building.

2. Access from Southern Drive will remain my responsibility to maintain. You will allow me, as previously discussed, to pave the access 24' wide with no curb, gutter, or sidewalks at this time as long as I do the dirt work to accommodate curb, gutter and sidewalks. I understand that when the Hitt's develop more of their land, it will be the developer's responsibility to install curb, gutter and sidewalks at that time to satisfy the City.

If you have any other questions please do not hesitate to call or email me at any time.

Sincerely,

Doug Leitzke

---

**From:** Michael Cole <[mikec@gillettewy.gov](mailto:mikec@gillettewy.gov)>

**Sent:** Tuesday, July 19, 2016 5:28:36 PM

**To:** Doug Leitzke

**Subject:** Aspen Heights Zoning

Hi Doug.

Per our phone conversation, the Planning Commission is scheduled to hear the Annexation Request during their meeting on July 26 at 7 pm in the Council Chambers at City Hall.

Based on our discussion, I think C-1, General Commercial District, would be the most appropriate zone for your proposed use.

We've got some challenges with minimum district zoning sizes. Attached is an excerpt from my DRAFT staff memo for next week's meeting, regarding various zoning districts for the proposed annexation area.

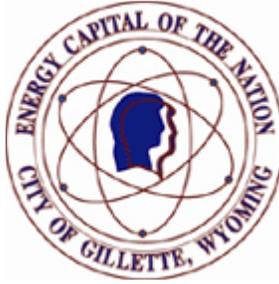
I think C-1 is going to be your best choice for zoning for the 4.49 acre parcel. (The other 0.5 acre parcel will be zoned R-2.) I discussed with Dustin Hamilton, our Development Services Director. He agrees that C-1 is the better choice and requires less water supply when compared to an I-1 district when designing water systems. Commercial zoned districts (C1 or C3) require 2,500 gpm as measured from 3 fire hydrants flowing collectively. Whereas industrial zoned districts (I-1) require 3,500 gpm as measured from 4 fire hydrants flowing collectively. The fire requirements for a commercial zoned lot are much less than an industrial zoned lot. Hope this puts your mind at ease.

Please reply back to let me know you are OK with the C-1 Zoning District instead of the original I-1 Zoning District.

Feel free to give me a call tomorrow if you have questions.

Thanks,  
Mike

Michael H. Cole  
Planning Manager  
City of Gillette  
307.686.5281  
[www.gillettewy.gov](http://www.gillettewy.gov)



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Bills and Claims

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move that the bills and claims, excepting any and all conflict claims, be approved.

**STAFF REFERENCE:**

Tom Pitlick, Finance Director

**ATTACHMENTS:**

Click to download

- [Bills and Claims](#)
- [Bills and Claims - Prepays](#)
- [Wire Transfers](#)
- [UMB - Bank](#)

**Expenditure Approval Report**  
**Check Approval Date of 09/06/2016**



	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
7777-MISC ONE TIME VENDOR			
	54073	RETURN OF GUARANTEE FOR SUBDIVISON IMPROVEMENTS	60,106.00
	54075	RETURN OF LANDSCAPE DEPOSIT	26,400.00
		<b>VENDOR TOTAL:</b>	<b>86,506.00</b>
99999-MISC RESTITUTIONS			
	54189	RESTITUTION PAYMENT FROM APRIL ERNST	11.76
	54190	RESTITUTION PAYMENT FROM JENNIFER WOOLSEY	50.00
	54191	RESTITUTION PAYMENT FROM CASEY WOOLSEY	50.00
		<b>VENDOR TOTAL:</b>	<b>111.76</b>
1511-NORCO INC			
	54260	CUSTODIAL SUPPLIES	616.22
		<b>VENDOR TOTAL:</b>	<b>616.22</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	54261	OS INVENTORY	1,352.98
		<b>VENDOR TOTAL:</b>	<b>1,352.98</b>
		<b>DIVISION TOTAL:</b>	<b>88,586.96</b>
		<b>DEPARTMENT TOTAL:</b>	<b>88,586.96</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>01-MAYOR &amp; COUNCIL</b>			
1940-GILLETTE MAIN STREET			
	53818	125TH CELEBRATION DINNER TICKETS	160.00
		<b>VENDOR TOTAL:</b>	<b>160.00</b>
1967-GOURMET ON THE GO LLC			
	53858	NEWY BREAKFAST MEETING	382.40
		<b>VENDOR TOTAL:</b>	<b>382.40</b>
1748-THAT EMBROIDERY PLACE			
	53962	BABY BLANKETS	105.00
	54060	BABY BLANKET	35.00
		<b>VENDOR TOTAL:</b>	<b>140.00</b>
2431-WYOMING ASSOCIATION MUNICIPALITIES			
	54007	FY2017 WAM MEMBERSHIP DUES	30,533.63
		<b>VENDOR TOTAL:</b>	<b>30,533.63</b>
		<b>DIVISION TOTAL:</b>	<b>31,216.03</b>
<b>03-PUBLIC ACCESS</b>			
1821-IT OUTLET INC			
	54251	STORAGE FOR GPA VIDEOS	87.60
	54252	STORAGE FOR GPA VIDEOS	237.60
		<b>VENDOR TOTAL:</b>	<b>325.20</b>
		<b>DIVISION TOTAL:</b>	<b>325.20</b>
<b>04-SPECIAL PROJECTS</b>			
2479-CAMPBELL COUNTY COMMISSIONERS			
	54056	PAYMENT FOR COUNTY CONSTRUCTED PARKING LOT	405,000.00
		<b>VENDOR TOTAL:</b>	<b>405,000.00</b>
1520-CTA INC			
	53896	CITY WEST REMODEL	5,327.29
		<b>VENDOR TOTAL:</b>	<b>5,327.29</b>
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT			
	54188	FY 16-17 FUNDING	30,000.00
		<b>VENDOR TOTAL:</b>	<b>30,000.00</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>04-SPECIAL PROJECTS</b>			
1821-IT OUTLET INC			
	54253	CISCO PWR-C45-4200ACV 4200W AC	900.00
		<b>VENDOR TOTAL:</b>	<b>900.00</b>
1919-PAINTBRUSH SEWER & DRAIN			
	53925	CITY WEST REMODEL	862.80
		<b>VENDOR TOTAL:</b>	<b>862.80</b>
3244-RAISLEY PAINTING LLC			
	53859	CITY WEST REMODEL PAINTING	32,799.60
		<b>VENDOR TOTAL:</b>	<b>32,799.60</b>
		<b>DIVISION TOTAL:</b>	<b>474,889.69</b>
		<b>DEPARTMENT TOTAL:</b>	<b>506,430.92</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2143-RINGER LAW P.C.			
	53880	CITY COURT PROSECUTOR	4,350.00
		<b>VENDOR TOTAL:</b>	<b>4,350.00</b>
		<b>DIVISION TOTAL:</b>	<b>4,350.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,350.00</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>20-HUMAN RESOURCES</b>			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
	54149	RETURN TO WORK SCREENS	231.50
	54156	RETURN TO WORK SCREENS	231.50
		<b>VENDOR TOTAL:</b>	<b>463.00</b>
1753-EMPLOYMENT TESTING SERVICES INC			
	53851	POST ACCIDENT DRUG AND ALCOHOL TESTING	136.00
	53899	PRE-EMPLOYMENT DRUG AND ALCOHOL TESTING	228.00
	53900	POST ACCIDENT DRUG AND ALCOHOL TESTING	68.00
	54044	POST ACCIDENT DRUG AND ALCOHOL TEST	220.00
		<b>VENDOR TOTAL:</b>	<b>652.00</b>
1842-FAMILY HEALTH			
	53875	PRE-EMPLOYMENT PHYSICAL	492.00
		<b>VENDOR TOTAL:</b>	<b>492.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,607.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,607.00</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>25-FINANCE</b>			
<b>25-FINANCE</b>			
1158-BENNETT WEBER & HERMSTAD LLP			
	53906	COMPLIANCE TESTING	8,650.00
		<b>VENDOR TOTAL:</b>	<b>8,650.00</b>
		<b>DIVISION TOTAL:</b>	<b>8,650.00</b>
<b>26-CUSTOMER SERVICE</b>			
1667-INSIGHT PUBLIC SECTOR			
	54237	REPLACEMENT PRINTER/MULTIFUNCT	3,333.24
	54249	REPLACEMENT PRINTER/MULTIFUNCT	1,050.00
		<b>VENDOR TOTAL:</b>	<b>4,383.24</b>
2400-WYOMING WATER SOLUTIONS			
	53879	HOT/COLD COOLER RENT, WATER	62.00
		<b>VENDOR TOTAL:</b>	<b>62.00</b>
		<b>DIVISION TOTAL:</b>	<b>4,445.24</b>
<b>27-PURCHASING</b>			
1358-CENTURYLINK			
	53987	PHONE CHARGES	197.63
	53988	PHONE CHARGES	2,167.57
		<b>VENDOR TOTAL:</b>	<b>2,365.20</b>
2222-VERIZON WIRELESS			
	53989	AVL AIR CARDS	904.22
		<b>VENDOR TOTAL:</b>	<b>904.22</b>
		<b>DIVISION TOTAL:</b>	<b>3,269.42</b>
		<b>DEPARTMENT TOTAL:</b>	<b>16,364.66</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>31-CITY CLERK/PRINT SHOP</b>			
1001-A & B BUSINESS EQUIPMENT INC			
	53876	INK FOR DUPLICATOR	232.00
		<b>VENDOR TOTAL:</b>	<b>232.00</b>
1381-CITY OF GILLETTE			
	53861	PETTY CASH REIMBURSEMENT 8/18/16	54.00
		<b>VENDOR TOTAL:</b>	<b>54.00</b>
1667-INSIGHT PUBLIC SECTOR			
	54237	REPLACEMENT PRINTER/MULTIFUNCT	3,333.24
	54249	REPLACEMENT PRINTER/MULTIFUNCT	1,050.00
		<b>VENDOR TOTAL:</b>	<b>4,383.24</b>
2151-ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC			
	53986	COPER CHARGES	888.66
		<b>VENDOR TOTAL:</b>	<b>888.66</b>
		<b>DIVISION TOTAL:</b>	<b>5,557.90</b>
<b>32-JUDICIAL</b>			
2483-CAMPBELL COUNTY SHERIFF			
	53883	JULY 2016 PRISONER BILLING	1,750.00
		<b>VENDOR TOTAL:</b>	<b>1,750.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,750.00</b>
<b>33-MAINT OF CITY BUILDINGS</b>			
1040-ALSCO			
	53942	RUG CLEANING	54.13
	54034	RUG CLEANING	60.81
	54035	RUG CLEANING	60.81
	54036	RUG CLEANING	54.13
	54037	RUG CLEANING	54.13
		<b>VENDOR TOTAL:</b>	<b>284.01</b>
1077-ARCHITECTURAL SPECIALTIES LLC			
	54041	CORES FOR CITY HALL AND CITY WEST	3,296.00
		<b>VENDOR TOTAL:</b>	<b>3,296.00</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>33-MAINT OF CITY BUILDINGS</b>			
1397-COLLINS COMMUNICATIONS INC			
	54135	FIRE, SECURITY, ACCESS CONTROL	2,506.00
		<b>VENDOR TOTAL:</b>	<b>2,506.00</b>
3031-EMPTY SEA			
	53943	CAR WASH	274.50
		<b>VENDOR TOTAL:</b>	<b>274.50</b>
1844-FARMER BROTHERS COMPANY			
	54008	COFFEE AT CITY HALL	236.60
		<b>VENDOR TOTAL:</b>	<b>236.60</b>
1947-GILLETTE WINNELSON COMPANY			
	54029	ITEMS FOR PLUMBING	35.94
	54030	PUMBING ITEMS	16.31
	54031	PLUMBING ITEMS	17.24
		<b>VENDOR TOTAL:</b>	<b>69.49</b>
1527-HIGH GLASS WINDOW CLEANERS INC			
	54042	CLEANING OF EXTERIOR BUILDING WINDOWS	2,053.00
		<b>VENDOR TOTAL:</b>	<b>2,053.00</b>
3220-TJ ELECTRIC LLC			
	54043	MINI SPLIT SYSTEM FOR IT AT CITY HALL	919.73
		<b>VENDOR TOTAL:</b>	<b>919.73</b>
		<b>DIVISION TOTAL:</b>	<b>9,639.33</b>
<b>34-INFORMATION TECHNOLOGY</b>			
2625-CHARTER MEDIA			
	54005	ISP MONTHLY INTERNET	405.20
		<b>VENDOR TOTAL:</b>	<b>405.20</b>
1397-COLLINS COMMUNICATIONS INC			
	53939	TOWER & RADIO MAINTENANCE	1,785.00
	54006	DOOR LATCH CUT AT CITY HALL	200.00
		<b>VENDOR TOTAL:</b>	<b>1,985.00</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>34-INFORMATION TECHNOLOGY</b>			
1606-DELL MARKETING LP			
	54230	REPLACEMENT LAPTOPS	13,199.89
		<b>VENDOR TOTAL:</b>	<b>13,199.89</b>
1823-ITRON INC			
	53914	MVRS SOFTWARE MAINTENANCE	1,959.53
		<b>VENDOR TOTAL:</b>	<b>1,959.53</b>
1313-MOTOROLA			
	54058	PD RADIO MAINTENANCE	14,228.16
		<b>VENDOR TOTAL:</b>	<b>14,228.16</b>
		<b>DIVISION TOTAL:</b>	<b>31,777.78</b>
<b>35-GEOGRAPHIC INFO SYSTEMS</b>			
1958-PCA ENGINEERING INC			
	53924	NEW BASE 3 POINT CALLIBRATION	1,920.00
		<b>VENDOR TOTAL:</b>	<b>1,920.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,920.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>50,645.01</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
1040-ALSCO			
	53887	RUG CLEANING	14.80
	53953	RUG CLEANING	14.80
		<b>VENDOR TOTAL:</b>	<b>29.60</b>
2010-ANDREANNA PIERCE			
	53997	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
2594-BOMGAARS SUPPLY			
	53996	ROESNER - K9 ANIMAL CARE	37.99
		<b>VENDOR TOTAL:</b>	<b>37.99</b>
2452-CAMEL TOWING LLC			
	53949	VEHICLE TOW	80.00
		<b>VENDOR TOTAL:</b>	<b>80.00</b>
2483-CAMPBELL COUNTY SHERIFF			
	53855	DUI BLOOD DRAWS	250.00
	53883	JULY 2016 PRISONER BILLING	5,775.00
		<b>VENDOR TOTAL:</b>	<b>6,025.00</b>
1368-CHILDREN'S HOME SOCIETY			
	53951	FORESNIC INTERVIEW	125.00
	53952	FORENSIC INTERVIEW	125.00
		<b>VENDOR TOTAL:</b>	<b>250.00</b>
2597-CRAIG FURMAN			
	53884	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
1618-DEXTER'S AUTOMOTIVE			
	53854	MOTORHOME TOW	150.00
		<b>VENDOR TOTAL:</b>	<b>150.00</b>
1969-GOVCONNECTION			
	54234	WIRELESS ROUTERS FOR PD PATROL	4,626.40
		<b>VENDOR TOTAL:</b>	<b>4,626.40</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
2564-JENNIFER IVORY			
	53998	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
3294-LEON HARLSON			
	54062	TOW	85.00
		<b>VENDOR TOTAL:</b>	<b>85.00</b>
1254-MANNING WRECKER SERVICE LLC			
	53938	TOW VEHICLE	80.00
		<b>VENDOR TOTAL:</b>	<b>80.00</b>
55555-MISC EMPLOYEE VENDOR			
	54065	TRAVEL REIMBURSEMENT	136.62
	54066	FY16/17 BOOT ALLOWANCE	99.95
	54067	FY16/17 BOOT ALLOWANCE	84.99
		<b>VENDOR TOTAL:</b>	<b>321.56</b>
77777-MISC ONE TIME VENDOR			
	54071	REIMBURSEMENT FOR DOUBLE PAYMENT	1,000.00
		<b>VENDOR TOTAL:</b>	<b>1,000.00</b>
1472-NEVE'S UNIFORM INC			
	53950	LUCUS NAME PLATE	26.94
		<b>VENDOR TOTAL:</b>	<b>26.94</b>
2171-TW ENTERPRISES INC			
	53885	RADIO MAINTENANCE	360.86
	53886	RADIO MAINTENANCE	491.77
		<b>VENDOR TOTAL:</b>	<b>852.63</b>
2802-VERIZON WIRELESS - LERT B			
	53888	CELLPHONE PRESERVATION OF RECORDS	100.00
		<b>VENDOR TOTAL:</b>	<b>100.00</b>
2359-WIRELESS ADVANCE COMMUNICATION			
	54002	E-CITATIONS PROJECT	596.35

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
2359-WIRELESS ADVANCE COMMUNICATION			
	54003	E-CITATION PROJECT	10,115.09
		<b>VENDOR TOTAL:</b>	<b>10,711.44</b>
<b>2618-WYOMING DEPARTMENT OF HEALTH</b>			
	53907	DRUG TEST KITS	677.00
		<b>VENDOR TOTAL:</b>	<b>677.00</b>
<b>2392-WYOMING SCHOOL RESOURCE OFFICE ASSOC</b>			
	53948	2016 MEMBERSHIP DUES	75.00
		<b>VENDOR TOTAL:</b>	<b>75.00</b>
		<b>DIVISION TOTAL:</b>	<b>25,278.56</b>
<b>43-SUBSTANCE ABUSE PREVENTION</b>			
<b>2782-DOVER YOUTH TO YOUTH</b>			
	53999	DFC GRANT	240.00
	54000	DFC GRANT	75.00
		<b>VENDOR TOTAL:</b>	<b>315.00</b>
		<b>DIVISION TOTAL:</b>	<b>315.00</b>
<b>45-ANIMAL SHELTER</b>			
<b>1040-ALSCO</b>			
	53852	RUG CLEANING	14.80
		<b>VENDOR TOTAL:</b>	<b>14.80</b>
<b>1667-INSIGHT PUBLIC SECTOR</b>			
	54237	REPLACEMENT PRINTER/MULTIFUNCT	3,333.24
	54249	REPLACEMENT PRINTER/MULTIFUNCT	1,050.00
		<b>VENDOR TOTAL:</b>	<b>4,383.24</b>
		<b>DIVISION TOTAL:</b>	<b>4,398.04</b>
		<b>DEPARTMENT TOTAL:</b>	<b>29,991.60</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>51-PARKS</b>			
1040-ALSCO			
	53889	UNIFORM CLEANING	38.20
	53911	UNIFORM CLEANING	38.20
	54049	CREDIT	-5.10
	54050	UNIFORM CLEANING	43.30
	54051	UNIFORM CLEANING	38.20
		<b>VENDOR TOTAL:</b>	<b>152.80</b>
2485-CAMPBELL COUNTY WEED AND PEST			
	54054	WEED KILLER	223.32
	54055	WEED KILLER	23.40
		<b>VENDOR TOTAL:</b>	<b>246.72</b>
1397-COLLINS COMMUNICATIONS INC			
	53909	IRRIGATION REPEATER REPAIR	300.00
		<b>VENDOR TOTAL:</b>	<b>300.00</b>
3049-EDGE ELECTRIC, INC			
	53958	LIONS POINT ELECTRICAL REPAIR AT DALBEY	176.74
		<b>VENDOR TOTAL:</b>	<b>176.74</b>
1919-PAINTBRUSH SEWER & DRAIN			
	53893	PORTA POTTIES FOR BREWFEST	411.43
		<b>VENDOR TOTAL:</b>	<b>411.43</b>
		<b>DIVISION TOTAL:</b>	<b>1,287.69</b>
<b>52-POOL</b>			
1279-CAMPBELL COUNTY PARKS AND RECREATION DEPT			
	53912	JULY 2016 CITY POOL CONTRACTUAL SERVICES	38,185.19
		<b>VENDOR TOTAL:</b>	<b>38,185.19</b>
1999-HAWKINS INC			
	53897	CITY POOL CHEMICALS	2,055.00
	54053	CITY POOL CHEMICALS	2,374.46
		<b>VENDOR TOTAL:</b>	<b>4,429.46</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>52-POOL</b>			
1511-NORCO INC			
	53908	CITY POOL CUSTODIAL SUPPLIES	93.56
		<b>VENDOR TOTAL:</b>	<b>93.56</b>
		<b>DIVISION TOTAL:</b>	<b>42,708.21</b>
<b>53-FORESTRY</b>			
1040-ALSCO			
	53890	UNIFORM CLEANING	7.60
	53910	UNIFORM CLEANING	7.60
	54052	UNIFORM CLEANING	7.60
		<b>VENDOR TOTAL:</b>	<b>22.80</b>
2965-TIGERTREE, INC			
	53853	TREE TRIMMING IN LAKESIDE SUBDIVISION - 2013 STORM	17,600.00
		<b>VENDOR TOTAL:</b>	<b>17,600.00</b>
		<b>DIVISION TOTAL:</b>	<b>17,622.80</b>
<b>54-STREETS</b>			
1040-ALSCO			
	53850	UNIFORM CLEANING	71.40
	53892	UNIFORM CLEANING	71.40
	53895	UNIFORM CLEANING	71.40
	53956	UNIFORM CLEANING	71.40
		<b>VENDOR TOTAL:</b>	<b>285.60</b>
2434-AMERICAN WELDING & GAS INC			
	53891	CYINDER RENT	24.45
		<b>VENDOR TOTAL:</b>	<b>24.45</b>
1614-DESERT MOUNTAIN CORPORATION			
	54157	FY 16-17 ICE SLICER	5,188.05
	54158	FY 16-17 ICE SLICER	5,065.11
	54159	FY 16-17 ICE SLICER	5,167.35

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>54-STREETS</b>			
	1614-DESERT MOUNTAIN CORPORATION		
	54160	FY 16-17 ICE SLICER	5,184.17
		<b>VENDOR TOTAL:</b>	<b>20,604.68</b>
	1511-NORCO INC		
	53957	JULY 2016 CYLINDER RENT	62.09
		<b>VENDOR TOTAL:</b>	<b>62.09</b>
	1897-ONE CALL OF WYOMING COPR		
	54154	ONE-CALL OF WYOMING	66.25
		<b>VENDOR TOTAL:</b>	<b>66.25</b>
	2035-POWDER RIVER ENERGY CORPORATION		
	53819	ELECTRIC - SIGN LIGHTING HWY 14/16	34.09
	53820	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	37.59
		<b>VENDOR TOTAL:</b>	<b>71.68</b>
	1802-SIMON CONTRACTORS		
	53856	ROAD BASE FOR HOG EYE CURB REPAIR	294.25
	54009	SAND & GRAVEL FOR MANHOLE VAULT LID	90.53
		<b>VENDOR TOTAL:</b>	<b>384.78</b>
		<b>DIVISION TOTAL:</b>	<b>21,499.53</b>
		<b>DEPARTMENT TOTAL:</b>	<b>83,118.23</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>60-ENGINEERING &amp; DEV SERVICES</b>			
<b>61-BUILDING INSPECTION</b>			
2230-JAIME REYNOLDS			
	53905	BOE MEETING	158.75
		<b>VENDOR TOTAL:</b>	<b>158.75</b>
		<b>DIVISION TOTAL:</b>	<b>158.75</b>
<b>62-TRAFFIC SAFETY</b>			
1848-FASTENAL COMPANY			
	53881	TRAFFIC SIGNAL POLE SCREWS	39.68
		<b>VENDOR TOTAL:</b>	<b>39.68</b>
		<b>DIVISION TOTAL:</b>	<b>39.68</b>
<b>63-PLANNING</b>			
1082-ARROW PRINTING AND GRAPHICS INC			
	53990	BUSINESS CARDS FOR N BUCHWALD	85.00
		<b>VENDOR TOTAL:</b>	<b>85.00</b>
1381-CITY OF GILLETTE			
	53861	PETTY CASH REIMBURSEMENT 8/18/16	18.00
	53904	PETTY CASH REIMBURSEMENT 8/12/16	75.00
		<b>VENDOR TOTAL:</b>	<b>93.00</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	53857	LETTER HOLDER	56.78
		<b>VENDOR TOTAL:</b>	<b>56.78</b>
		<b>DIVISION TOTAL:</b>	<b>234.78</b>
<b>64-CODE COMPLIANCE</b>			
1908-DALE HELSPER			
	53959	MOW/TRASH REMOVAL - 1606 MONTE VISTA LANE	75.00
		<b>VENDOR TOTAL:</b>	<b>75.00</b>
		<b>DIVISION TOTAL:</b>	<b>75.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>508.21</b>
		<b>FUND TOTAL:</b>	<b>781,602.59</b>

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	Invoice Number	Invoice Description	Amount
<b>201-1% FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>05-1% OPTIONAL SALES TAX</b>			
1179-BKS ENVIRONMENTAL ASSOCIATES			
	53913	WETLAND REVIEW	478.44
		<b>VENDOR TOTAL:</b>	<b>478.44</b>
2479-CAMPBELL COUNTY COMMISSIONERS			
	53921	FY16 AIRPORT FUNDING	106,000.00
		<b>VENDOR TOTAL:</b>	<b>106,000.00</b>
1559-DOWL LLC			
	54025	CONCRETE & DENSITY TESTING	386.25
	54184	BOXELDER ROAD EXTENSION PH III	6,645.00
		<b>VENDOR TOTAL:</b>	<b>7,031.25</b>
1709-EARTH WORK SOLUTIONS			
	54183	BOXELDER ROAD EXTENSION - PH I	84,976.70
		<b>VENDOR TOTAL:</b>	<b>84,976.70</b>
1864-FIRST NATIONAL BANK OF GILLETTE			
	54169	PMS 2016 SCHEDULE A RETAINAGE	12,378.23
	54171	PMS 2016 SCHEDULE A RETAINAGE	21,186.34
	54173	PMS 2016 SCHEDULE A RETAINAGE	26,956.36
	54179	PATHWAY REPAIRS 2015 RETAINAGE	5,983.86
	54181	PATHWAY REPAIRS 2015 RETAINAGE	4,603.76
		<b>VENDOR TOTAL:</b>	<b>71,108.55</b>
1935-GILLETTE COLLEGE			
	54193	FY 17 FUNDING	83,750.00
		<b>VENDOR TOTAL:</b>	<b>83,750.00</b>
1663-LAND SURVEYING INCORPORATED			
	53955	PMS SCHEDULE C	3,313.22
		<b>VENDOR TOTAL:</b>	<b>3,313.22</b>
1958-PCA ENGINEERING INC			
	53961	MATERIALS TESTING	4,170.85
		<b>VENDOR TOTAL:</b>	<b>4,170.85</b>

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	Invoice Number	Invoice Description	Amount
<b>201-1% FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>05-1% OPTIONAL SALES TAX</b>			
2033-POWDER RIVER CONSTRUCTION			
	54187	2016 ALLEY PMS	11,717.70
		<b>VENDOR TOTAL:</b>	<b>11,717.70</b>
1802-SIMON CONTRACTORS			
	54168	PMS 2016 SCHEDULE A CONSTRUCTI	111,404.03
	54170	PMS 2016 SCHEDULE A CONSTRUCTI	190,677.09
	54172	PMS 2016 SCHEDULE A CONSTRUCTI	242,607.23
	54178	PATHWAY REPAIRS 2015 CONSTRUCT	53,854.74
	54180	PATHWAY REPAIRS 2015 CONSTRUCT	157,719.49
		<b>VENDOR TOTAL:</b>	<b>756,262.58</b>
2432-WYOMING DEPT OF TRANSPORTATION			
	53960	RAILROAD CONSTRUCTION CITY SHARE	799.36
		<b>VENDOR TOTAL:</b>	<b>799.36</b>
		<b>DIVISION TOTAL:</b>	<b>1,129,608.65</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,129,608.65</b>
		<b>FUND TOTAL:</b>	<b>1,129,608.65</b>

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	Invoice Number	Invoice Description	Amount
<b>301-MADISON WATERLINE</b>			
<b>70-UTILITIES</b>			
<b>72-MADISON WATER LINE</b>			
1228-BURNS AND MCDONNELL CORPORATION			
	54185	GILLETTE MADISON PIPELINE PROJ	58,758.08
	54186	GILLETTE MADISON PIPELINE PROJ	317,133.89
		<b>VENDOR TOTAL:</b>	<b>375,891.97</b>
1397-COLLINS COMMUNICATIONS INC			
	54004	REGIONAL WATER COMMUNICATION PATH STUDY	2,100.00
		<b>VENDOR TOTAL:</b>	<b>2,100.00</b>
2941-COMMUNITY BANK			
	54175	RETAINAGE - GILLETTE REGIONAL	11,354.70
		<b>VENDOR TOTAL:</b>	<b>11,354.70</b>
1559-DOWL LLC			
	54177	REGIONAL WATER-PH1 DISTRICT EX	27,115.25
		<b>VENDOR TOTAL:</b>	<b>27,115.25</b>
1862-FIRST INTERSTATE BANK OF GILLETTE			
	54163	RETAINAGE - GILLETTE MADISON P	33,731.27
	54167	RETAINAGE - GILLETTE MADISON P	37,329.43
	54174	RETAINAGE FOR PINE RIDGE TANK	19,604.60
		<b>VENDOR TOTAL:</b>	<b>90,665.30</b>
1864-FIRST NATIONAL BANK OF GILLETTE			
	54165	MADISON PIPELINE CONTRACT 4E R	219,149.57
		<b>VENDOR TOTAL:</b>	<b>219,149.57</b>
1921-GARNEY WYOMING INC			
	54164	MADISON PIPELINE CONTRACT 4E C	1,972,346.09
		<b>VENDOR TOTAL:</b>	<b>1,972,346.09</b>
1683-LAYNE CHRISTENSEN COMPANY			
	54162	GILLETTE MADISON PIPELINE 2A	303,581.39
		<b>VENDOR TOTAL:</b>	<b>303,581.39</b>
2071-PROELECTRIC INC			
	53862	SPRING HILLS RD - FIBER BOX	3,420.09
		<b>VENDOR TOTAL:</b>	<b>3,420.09</b>

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	Invoice Number	Invoice Description	Amount
<b>301-MADISON WATERLINE</b>			
70-UTILITIES			
72-MADISON WATER LINE			
2841-RECORD STEEL AND CONSTRUCTION, INC			
	54166	GILLETTE MADISON PIPELINE PROJ	205,964.87
		<b>VENDOR TOTAL:</b>	<b>205,964.87</b>
		<b>DIVISION TOTAL:</b>	<b>3,211,589.23</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,211,589.23</b>
		<b>FUND TOTAL:</b>	<b>3,211,589.23</b>
	Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	53356	EXP#000017	15.00
		<b>VENDOR TOTAL:</b>	<b>15.00</b>
		<b>DIVISION TOTAL:</b>	<b>15.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>15.00</b>

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	Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>			
<b>70-UTILITIES</b>			
<b>70-UTILITIES ADMINISTRATION</b>			
1358-CENTURYLINK			
	53987	PHONE CHARGES	62.41
	53988	PHONE CHARGES	684.50
		<b>VENDOR TOTAL:</b>	<b>746.91</b>
7777-MISC ONE TIME VENDOR			
	54070	RAIN BARREL REBATE	40.00
	54072	IRRIGATION SYSTEM REBATE	363.50
	54074	TOILET REBATE	50.00
		<b>VENDOR TOTAL:</b>	<b>453.50</b>
2222-VERIZON WIRELESS			
	53989	AVL AIR CARDS	486.88
		<b>VENDOR TOTAL:</b>	<b>486.88</b>
		<b>DIVISION TOTAL:</b>	<b>1,687.29</b>
<b>71-ELECTRICAL ENGINEERING</b>			
1684-DRM INC			
	54127	ANNUAL TRENCHING AND BORING AG	2,305.00
	54128	ANNUAL TRENCHING AND BORING AG	360.00
	54129	ANNUAL TRENCHING AND BORING AG	160.00
	54131	ANNUAL TRENCHING AND BORING AG	11,535.50
	54132	ANNUAL TRENCHING AND BORING AG	23,854.88
	54133	ANNUAL TRENCHING AND BORING AG	240.00
	54134	ANNUAL TRENCHING AND BORING AG	1,175.00
	54196	ANNUAL TRENCHING AND BORING AG	200.00
		<b>VENDOR TOTAL:</b>	<b>39,830.38</b>
5555-MISC EMPLOYEE VENDOR			
	54069	MASTER ELECTRICIAN LICENSE RENEWAL	150.00
		<b>VENDOR TOTAL:</b>	<b>150.00</b>

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	Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>			
70-UTILITIES			
71-ELECTRICAL ENGINEERING			
2886-VANTAGE POINT SOLUTIONS INC			
	54010	FIBER CONSTRUCTION STANDARDS	3,200.00
		<b>VENDOR TOTAL:</b>	<b>3,200.00</b>
		<b>DIVISION TOTAL:</b>	<b>43,180.38</b>
		<b>DEPARTMENT TOTAL:</b>	<b>44,867.67</b>
		<b>FUND TOTAL:</b>	<b>44,882.67</b>
	Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	53894	UNIFORM CLEANING	23.20
		<b>VENDOR TOTAL:</b>	<b>23.20</b>
		<b>DIVISION TOTAL:</b>	<b>23.20</b>
		<b>DEPARTMENT TOTAL:</b>	<b>23.20</b>
		<b>FUND TOTAL:</b>	<b>23.20</b>

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	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
1040-ALSCO			
	53975	UNIFORM CLEANING	56.20
	53976	UNIFORM CLEANING	56.20
	53977	UNIFORM CLEANING	56.20
		<b>VENDOR TOTAL:</b>	<b>168.60</b>
2652-ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE			
	53941	CONTRACT MONTHLY FEE	350.00
		<b>VENDOR TOTAL:</b>	<b>350.00</b>
1182-BLACK CAT CONSTRUCTION LLC			
	53978	VALVE SETTLED-SLURRY FILL UNDER CONCRETE DRAINAGE	298.35
	53979	VALVE BOXES ON COUNTY CLUB & COCKLEBUR AVE	738.75
	53980	METER PIT	995.00
	53981	3 X 3 CURB STOP PATCH	500.00
	53982	NORTHLAND VILLAGE SIDEWALK & CURB	5,725.31
	53984	SERVICE LINE REPLACE	2,786.70
	53985	3 VALVES ON HARDER	19,056.32
		<b>VENDOR TOTAL:</b>	<b>30,100.43</b>
1209-BREANNA'S BAKERY			
	53940	DONUTS	21.00
		<b>VENDOR TOTAL:</b>	<b>21.00</b>
1684-DRM INC			
	53995	WATER MAIN BREAK - STETSON	50,906.24
		<b>VENDOR TOTAL:</b>	<b>50,906.24</b>
2566-OFFICE OF STATE LANDS AND INVESTMENTS			
	53972	SPECIAL USE LEASE SU-00865	7,827.79
	53973	SPECIAL USE LEASE SU-00522	638.79
		<b>VENDOR TOTAL:</b>	<b>8,466.58</b>
1897-ONE CALL OF WYOMING COPR			
	54154	ONE-CALL OF WYOMING	66.25
		<b>VENDOR TOTAL:</b>	<b>66.25</b>

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	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
2035-POWDER RIVER ENERGY CORPORATION			
	53822	ELECTRIC - UNION CHAPEL WATERLINE	30.00
	53824	ELECTRIC - MADISON REHAB CPS #7	30.00
	53825	ELECTRIC - PINE RIDGE RSERVOIR	77.10
	53826	ELECTRIC - COOK RD	35.70
	53828	ELECTRIC - AVISD	30.00
	53829	ELECTRIC - SOUTHFORK	30.00
	53830	ELECTRIC - RAFTER D	31.12
	53831	ELECTRIC - OVERBROOK	31.93
	53832	ELECTRIC - BENNOR STATES	51.88
	53833	ELECTRIC - MADISON REHAB CPS #4	30.00
	53834	ELECTRIC - CPS #3	30.00
	53835	ELECTRIC - CPS #2	29.70
	53836	ELECTRIC - CPS #1	29.55
	53837	ELECTRIC - BOOSTER STATION REDHILLS SUBD	178.04
	53838	ELECTRIC - BOOSTER STATION REDHILLS SUBD	197.98
	53839	ELECTRIC - CPS #1	30.00
	53840	ELECTRIC - CPS #2	30.00
	53841	ELECTRIC - CPS #3	30.00
	53842	MADISON REHAB CPS #4	30.00
	53843	BENNOR ESTATES	35.51
	53844	ELECTRIC - OVERBROOK	43.55
	53845	ELECTRIC - RAFTER D	34.54
	53846	ELECTRIC - SOUTHFORK	40.64
	53847	ELECTRIC - AVISD	31.56
	53848	ELECTRIC - COOK RD	35.43
		<b>VENDOR TOTAL:</b>	<b>1,184.23</b>
2118-RAZOR CITY LOCKSMITH LLC			
	53994	KEYS	1,845.70
		<b>VENDOR TOTAL:</b>	<b>1,845.70</b>

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	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
2731-WATERWORKS INDUSTRIES			
	53974	METER PROGRAMMING & ULTRA MAG DC CONVERTER	1,835.00
	54223	CREDIT	-1,785.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
2364-WWQ & PCA ASSOC			
	53993	CLASS REGISTRATION - J INGERSOLL, T DERBY, T GALES	270.00
		<b>VENDOR TOTAL:</b>	<b>270.00</b>
		<b>DIVISION TOTAL:</b>	<b>93,429.03</b>
		<b>DEPARTMENT TOTAL:</b>	<b>93,429.03</b>
		<b>FUND TOTAL:</b>	<b>93,429.03</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
3291-ALDEN, DANIELLE			
	53350	EXP#000015	138.73
		<b>VENDOR TOTAL:</b>	<b>138.73</b>
3292-DENNIS, BRENDA R & TIM			
	53353	UB 11642 9 CHINOOK LN	232.03
		<b>VENDOR TOTAL:</b>	<b>232.03</b>
77777-MISC ONE TIME VENDOR			
	54076	REFUND SALES TAX	24.54
	54077	REFUND SALES TAX	447.31
		<b>VENDOR TOTAL:</b>	<b>471.85</b>
88888-MISC UTILITY OVERPAYMENTS			
	53349	EXP#000014	111.94
	53356	EXP#000017	25.79
	53357	EXP#000018	8.22
	53358	EXP#000019	30.17
	53359	EXP#000020	24.05
	53360	EXP#000021	56.65
	53361	EXP#000022	46.96
	53362	EXP#000023	76.44
	53363	EXP#000024	188.27
	53364	EXP#000025	257.54
	53365	EXP#000026	88.88
	53366	EXP#000027	169.32
	53367	EXP#000028	91.20
	53368	EXP#000029	21.25
	53369	EXP#000030	99.77
	53370	EXP#000031	133.32
	53772	UE 25528 1020 COUNTRY CLUB	69.02
	53773	UE 14334 826 LARAMIE	132.32
	53774	UE 30864 806 GURLEY	79.75

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
88888-MISC UTILITY OVERPAYMENTS			
	53808	UE 35494 719 EXPRESS	41.69
	53809	UE 35494 719 EXPRESS	9.88
	53810	UE 17898 1016 ELON	90.51
	53811	UE 18176 1202 9TH	33.68
	53812	UE 31930 810 LARAMIE	146.49
	53813	UE 17626 1100 BUTLER SPAETH	103.00
	53814	UE 24678 313 COLLINS	80.51
	53815	UE 18936 1023 SANTEE	39.33
	53816	UE 39992 2501 LEDOUX	148.47
	53817	UE 15550 1701 DENVER	48.97
	53917	UE 17259 530 RUNNING W	15.72
	53918	UE 9554 607 OREGON	62.69
	53919	UE 3732 201 BOXELDER	578.04
	53920	UE 19068 902 4TH	142.26
	54033	UE 25646 1001 DESERT HILLS	103.65
	54113	UE 42562 2673 LEDOUX	180.92
	54114	UE 35486 719 EXPRESS	72.10
	54115	UE 40384 2507 LEDOUX	42.19
	54116	UE 25444 1020 COUNTRY CLUB	80.57
	54117	UE 3750 201 BOXELDER	85.02
	54118	UE 19350 818 5TH	10.88
	54119	UE 35098 703 EXPRESS	141.28
	54120	UE 25102 600 GARNER LAKE	135.17
	54238	UE 366 800 STOCKTRAIL	4,495.71
	54239	UE 6408 808 VIVIAN	138.78
	54240	UE 17018 9 SIERRA	67.40
	54241	UE 24624 1203 ORCHID	101.50
	54242	UE 30974 806 GURLEY	144.32
	54243	UE 1830 333 3RD	27.58

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
88888-MISC UTILITY OVERPAYMENTS			
	54244	UE 3734 201 BOXELDER	144.00
	54245	UE 5046 103 WALNUT	142.70
	54246	UE 32872 4534 RUNNING W	176.89
	54247	UE 33700 824 GURLEY	123.24
	54248	UE 6128 3222 WATSABAUGH	96.02
		<b>VENDOR TOTAL:</b>	<b>9,762.02</b>
3293-STROHMEYER, WILLIAM			
	53355	EXP#000016	75.59
		<b>VENDOR TOTAL:</b>	<b>75.59</b>
		<b>DIVISION TOTAL:</b>	<b>10,680.22</b>
		<b>DEPARTMENT TOTAL:</b>	<b>10,680.22</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
1447-ANIXTER POWER SOLUTIONS			
	54201	500 MCM THHN COOPER WIRE	2,259.00
		<b>VENDOR TOTAL:</b>	<b>2,259.00</b>
2879-AVP CONSULTING LLC			
	53902	CHOICE GAS COORDINATION	77.94
		<b>VENDOR TOTAL:</b>	<b>77.94</b>
1392-CODY HOTLINE SCHOOL			
	53964	WAYNE HAUCK - HOTLINE SCHOOL REGISTRATION	250.00
		<b>VENDOR TOTAL:</b>	<b>250.00</b>
3004-DEPARTMENT OF ENERGY			
	53898	JULY 2016 WAPA ENERGY	85,692.89
		<b>VENDOR TOTAL:</b>	<b>85,692.89</b>
1684-DRM INC			
	54138	ANNUAL TRENCHING AND BORING AG	13,746.77
	54146	ANNUAL TRENCHING AND BORING AG	10,447.46
	54147	ANNUAL TRENCHING AND BORING AG	601.34
	54148	ANNUAL TRENCHING AND BORING AG	1,324.20
	54150	ANNUAL TRENCHING AND BORING AG	1,000.00
	54151	ANNUAL TRENCHING AND BORING AG	1,957.60
	54152	ANNUAL TRENCHING AND BORING AG	8,567.18
		<b>VENDOR TOTAL:</b>	<b>37,644.55</b>
1422-GILLETTE CONTRACTORS SUPPLY INC			
	54211	FR	1,972.74
	54212	FR	4,953.20
		<b>VENDOR TOTAL:</b>	<b>6,925.94</b>
1264-MCM GENERAL CONTRACTORS			
	54136	ANNUAL ELECTRICAL SERVICE DROP	851.30
	54137	ANNUAL TRENCHING AND BORING AG	1,957.75
	54143	ANNUAL TRENCHING AND BORING AG	437.04
	54144	ANNUAL TRENCHING AND BORING AG	26,012.02

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
1264-MCM GENERAL CONTRACTORS			
	54145	ANNUAL TRENCHING AND BORING AG	4,355.00
		<b>VENDOR TOTAL:</b>	<b>33,613.11</b>
55555-MISC EMPLOYEE VENDOR			
	54068	SAFETY GLASSES REIMBURSEMENT	300.00
		<b>VENDOR TOTAL:</b>	<b>300.00</b>
2608-NORTHWEST LINEMAN COLLEGE			
	53963	APPRENTICE BOOKS - YEAR - DREW SCHILLING	505.40
		<b>VENDOR TOTAL:</b>	<b>505.40</b>
1897-ONE CALL OF WYOMING COPR			
	54154	ONE-CALL OF WYOMING	66.75
		<b>VENDOR TOTAL:</b>	<b>66.75</b>
1958-PCA ENGINEERING INC			
	54194	PROFESSIONAL SURVEYING & EASEM	2,603.93
		<b>VENDOR TOTAL:</b>	<b>2,603.93</b>
2035-POWDER RIVER ENERGY CORPORATION			
	53954	JUL 2016 69VK WHEELING	5,478.86
		<b>VENDOR TOTAL:</b>	<b>5,478.86</b>
2071-PROELECTRIC INC			
	54139	ELECTRICIAN MAINTENANCE SERVIC	5,585.42
	54140	ELECTRICIAN MAINTENANCE SERVIC	6,655.55
	54142	ELECTRICIAN MAINTENANCE SERVIC	1,600.50
	54195	ELECTRICIAN MAINTENANCE SERVIC	2,875.50
		<b>VENDOR TOTAL:</b>	<b>16,716.97</b>
2127-REGULATORY COMPLIANCE SERVICES INC			
	53877	PCB MANAGEMENT CONSULTANT	395.00
		<b>VENDOR TOTAL:</b>	<b>395.00</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
70-UTILITIES			
74-POWER			
1775-SCHULTE TA INC			
	53878	RETIREMENT ASSISTANCE FDR 35	885.00
		<b>VENDOR TOTAL:</b>	<b>885.00</b>
2288-WELLS FARGO BANK			
	53922	TRUSTEE FEES - CTII - FY16/17	2,750.00
		<b>VENDOR TOTAL:</b>	<b>2,750.00</b>
		<b>DIVISION TOTAL:</b>	<b>196,165.34</b>
		<b>DEPARTMENT TOTAL:</b>	<b>196,165.34</b>
		<b>FUND TOTAL:</b>	<b>206,845.56</b>
	Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>			
70-UTILITIES			
75-SEWER			
1398-AGRICULTURAL CONSULTANTS INC			
	53926	COMPOST ANALYSIS	405.00
		<b>VENDOR TOTAL:</b>	<b>405.00</b>
1040-ALSCO			
	53928	UNIFORM CLEANING	107.34
	53966	UNIFORM CLEANING	109.44
	53967	UNIFORM CLEANING	107.34
	53968	CREDIT	-5.10
		<b>VENDOR TOTAL:</b>	<b>319.02</b>
1416-CONSOLIDATED WATER SOLUTIONS			
	53863	CHEMICALS	2,829.82
		<b>VENDOR TOTAL:</b>	<b>2,829.82</b>
1522-CUES INC			
	53970	HOOK ASSEMBLY	595.49
	53971	CABLE TOW	91.67
		<b>VENDOR TOTAL:</b>	<b>687.16</b>
1684-DRM INC			
	54024	REPAIR SEWER MAIN	8,471.69

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			<b>VENDOR TOTAL:</b>	<b>8,471.69</b>
2253-EHAB AKRAM TAMIMI				
	54222	COMPOST TESTING		635.00
			<b>VENDOR TOTAL:</b>	<b>635.00</b>
1792-ENERGY LABORATORIES INC				
	53865	TESTING		72.00
	53903	TESTING		20.00
			<b>VENDOR TOTAL:</b>	<b>92.00</b>
1978-GRIMM'S PUMP AND INDUSTRIAL SUPPLY				
	53901	INSTALL FILL-RITE PUMP		1,047.55
			<b>VENDOR TOTAL:</b>	<b>1,047.55</b>
1549-HILLCREST SPRING WATER INC				
	54057	DISTILLED WATER		171.00
			<b>VENDOR TOTAL:</b>	<b>171.00</b>
1680-INTER-MOUNTAIN LABS INC				
	53965	TESTING		20.00
	54022	TESTING		25.00
	54023	TESTING		126.00
			<b>VENDOR TOTAL:</b>	<b>171.00</b>
1733-JOHNSON CONTROLS INC				
	53927	SERVICE AGREEMENT 8/1/2016-1/31/2017		5,894.50
			<b>VENDOR TOTAL:</b>	<b>5,894.50</b>
1511-NORCO INC				
	53864	FIRST AID SUPPLIES		73.24
			<b>VENDOR TOTAL:</b>	<b>73.24</b>
1897-ONE CALL OF WYOMING COPR				
	54154	ONE-CALL OF WYOMING		66.25
			<b>VENDOR TOTAL:</b>	<b>66.25</b>
2035-POWDER RIVER ENERGY CORPORATION				
	53849	ELECTRIC - GIL EASTSIDE GURLEY LIFT		815.20
			<b>VENDOR TOTAL:</b>	<b>815.20</b>
1487-ROTO ROOTER SEWER SERVICE				
	53969	CLEAR DRAIN		275.00
			<b>VENDOR TOTAL:</b>	<b>275.00</b>
2188-UNITED RENTALS				

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54059	MAN-LIFT REPAIR	265.91
	<b>VENDOR TOTAL:</b>	<b>265.91</b>
	<b>DIVISION TOTAL:</b>	<b>22,219.34</b>
	<b>DEPARTMENT TOTAL:</b>	<b>22,219.34</b>
	<b>FUND TOTAL:</b>	<b>22,219.34</b>

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	Invoice Number	Invoice Description	Amount
<b>601-CITY WEST FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>39-CITY WEST BUILDING MAINT</b>			
1019-ADECCO EMPLOYMENT SERVICES			
	54026	TEMP HELP FOR CITY WEST	138.88
	54027	TEMP HELP AT CITY WEST	338.52
	54028	TEMP HELP FOR CITY WEST	138.88
		<b>VENDOR TOTAL:</b>	<b>616.28</b>
1040-ALSCO			
	53946	RUG CLEANING	66.92
	53947	RUG CLEANING	66.92
	54038	RUG CLEANING	66.92
	54039	RUG CLEANING	71.73
	54040	RUG CLEANING	71.73
		<b>VENDOR TOTAL:</b>	<b>344.22</b>
1844-FARMER BROTHERS COMPANY			
	54011	COFFEE AT CITY WEST	553.05
		<b>VENDOR TOTAL:</b>	<b>553.05</b>
1947-GILLETTE WINNELSON COMPANY			
	54032	CREDIT	-7.64
		<b>VENDOR TOTAL:</b>	<b>-7.64</b>
1922-PAPER PLUS			
	53944	TOILET PAPER	25.11
	53945	TOILET PAPER	25.11
		<b>VENDOR TOTAL:</b>	<b>50.22</b>
		<b>DIVISION TOTAL:</b>	<b>1,556.13</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,556.13</b>
		<b>FUND TOTAL:</b>	<b>1,556.13</b>

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	Invoice Number	Invoice Description	Amount
<b>603-WAREHOUSE FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
1042-AM SIGNAL INC			
	54197	TRAFFIC INVENTORY **RUSH**	1,362.50
		<b>VENDOR TOTAL:</b>	<b>1,362.50</b>
1447-ANIXTER POWER SOLUTIONS			
	54198	ELECTRICAL INVENTORY	6,885.68
	54199	ELECTRICAL INVENTORY	27,040.00
	54200	ELECTRICAL INVENTORY	259.67
	54202	ELECTRICAL INVENTORY ** CONTAI	267.00
	54203	ELECTRICAL INVENTORY	2,190.00
	54204	ELECTRICAL INVENTORY	801.25
	54205	ELECTRICAL INVENTORY	38,915.34
	54206	ELECTRICAL INVENTORY	303.18
		<b>VENDOR TOTAL:</b>	<b>76,662.12</b>
1197-BORDER STATES ELECTRIC			
	54207	ELECTRICAL INVENTORY	7,350.00
		<b>VENDOR TOTAL:</b>	<b>7,350.00</b>
1459-CPS DISTRIBUTORS			
	54208	PARK'S INVENTORY	137.81
	54209	PARK'S INVENTORY	490.00
	54210	PARK'S INVENTORY	485.47
		<b>VENDOR TOTAL:</b>	<b>1,113.28</b>
1519-CRUM ELECTRIC SUPPLY COMPANY			
	54225	ELECTRICAL INVENTORY	2,900.00
	54226	ELECTRICAL INVENTORY	11,800.00
	54227	ELECTRICAL INVENTORY ** CONTAI	2,126.82
		<b>VENDOR TOTAL:</b>	<b>16,826.82</b>
1574-DANA KEPNER COMPANY INC			
	54228	WATER'S INVENTORY	984.70
	54229	WATER'S INVENTORY	363.92
		<b>VENDOR TOTAL:</b>	<b>1,348.62</b>

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	Invoice Number	Invoice Description	Amount
<b>603-WAREHOUSE FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
1716-EDGE CONSTRUCTION SUPPLY			
	54231	CUSTODIAL INVENTORY	192.45
		<b>VENDOR TOTAL:</b>	<b>192.45</b>
1834-FAIRMONT SUPPLY COMPANY			
	54232	SAFETY INVENTORY	95.87
		<b>VENDOR TOTAL:</b>	<b>95.87</b>
1870-FLAGSHOOTER LLC			
	54233	ELECTRICAL INVENTORY	796.91
	54277	WATER'S INVENTORY	684.17
		<b>VENDOR TOTAL:</b>	<b>1,481.08</b>
1422-GILLETTE CONTRACTORS SUPPLY INC			
	54213	PARK'S INVENTORY	17.60
	54214	PARK'S INVENTORY	41.18
	54215	PARK'S INVENTORY	36.02
	54216	PARK'S INVENTORY	180.00
	54217	STREET'S INVENTORY	1,514.45
	54218	PARK'S INVENTORY	1,033.46
	54219	PARK'S INVENTORY	53.56
	54220	WATER'S INVENTORY	714.28
	54221	PARK'S INVENTORY	317.88
	54224	PARK'S INVENTORY	268.62
		<b>VENDOR TOTAL:</b>	<b>4,177.05</b>
1598-KRIZ-DAVIS COMPANY			
	54254	ELECTRICAL INVENTORY	863.70
	54255	ELECTRICAL INVENTORY	316.90
	54256	ELECTRICAL INVENTORY	1,066.07
	54257	ELECTRICAL INVENTORY	395.14
		<b>VENDOR TOTAL:</b>	<b>2,641.81</b>

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	Invoice Number	Invoice Description	Amount
<b>603-WAREHOUSE FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
1511-NORCO INC			
	54259	PARK'S INVENTORY	123.80
		<b>VENDOR TOTAL:</b>	<b>123.80</b>
<b>2242-TECHNICAL MARKETING MFG INC</b>			
	54262	ELECTRICAL INVENTORY	237.81
		<b>VENDOR TOTAL:</b>	<b>237.81</b>
<b>2175-TWO M COMPANY INC</b>			
	54263	PARK'S INVENTORY	715.50
		<b>VENDOR TOTAL:</b>	<b>715.50</b>
<b>2289-WESCO DISTRIBUTION INC</b>			
	54264	ELECTRICAL INVENTORY	172.80
	54265	ELECTRICAL INVENTORY	385.20
	54266	ELECTRICAL INVENTORY	514.56
	54267	ELECTRICAL INVENTORY	3,187.50
	54268	ELECTRICAL INVENTORY	478.00
	54269	ELECTRICAL INVENTORY	120.50
	54270	ELECTRICAL INVENTORY	456.00
	54271	ELECTRICAL INVENTORY	140.00
	54272	SAFETY INVENTORY	88.68
	54273	SAFETY INVENTORY	165.60
	54274	ELECTRICAL INVENTORY	56.00
	54275	ELECTRICAL INVENTORY	13.00
	54276	ELECTRICAL INVENTORY	84.50
		<b>VENDOR TOTAL:</b>	<b>5,862.34</b>
		<b>DIVISION TOTAL:</b>	<b>120,191.05</b>
		<b>DEPARTMENT TOTAL:</b>	<b>120,191.05</b>

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	Invoice Number	Invoice Description	Amount
<b>603-WAREHOUSE FUND</b>			
<b>25-FINANCE</b>			
<b>28-WAREHOUSE FUND</b>			
1040-ALSCO			
	53923	RUG CLEANING	25.63
	53991	RUG CLEANING	25.63
	53992	RUG CLEANING	25.63
		<b>VENDOR TOTAL:</b>	<b>76.89</b>
		<b>DIVISION TOTAL:</b>	<b>76.89</b>
		<b>DEPARTMENT TOTAL:</b>	<b>76.89</b>
		<b>FUND TOTAL:</b>	<b>120,267.94</b>

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1575-HOMAX OIL			
	54235	VM INVENTORY	67.92
	54236	CLEAR #2 DIESEL FUEL	19,392.87
		<b>VENDOR TOTAL:</b>	<b>19,460.79</b>
		<b>DIVISION TOTAL:</b>	<b>19,460.79</b>
		<b>DEPARTMENT TOTAL:</b>	<b>19,460.79</b>

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	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
1040-ALSCO			
	53874	UNIFORM CLEANING	44.13
	53936	UNIFORM CLEANING	44.13
	54016	UNIFORM CLEANING	44.13
	54017	UNIFORM CLEANING	44.13
		<b>VENDOR TOTAL:</b>	<b>176.52</b>
1167-BIG HORN TIRE INC			
	53871	SERVICE CALL	82.00
	53872	STOCK	3,868.86
	53931	SERVICE CALL	210.00
		<b>VENDOR TOTAL:</b>	<b>4,160.86</b>
1706-E Z TOWING & RECOVERY INC			
	54021	TOW UNIT	400.00
		<b>VENDOR TOTAL:</b>	<b>400.00</b>
1729-INTERSTATE COMPANIES INC			
	53934	REPAIR INTAKE THROTTLE VALVE	630.76
		<b>VENDOR TOTAL:</b>	<b>630.76</b>
1587-KOIS BROTHERS EQUIPMENT COMPANY			
	53873	PARTS	44.61
	54018	PARTS	404.52
	54019	PARTS	1,423.33
	54020	PARTS	283.08
		<b>VENDOR TOTAL:</b>	<b>2,155.54</b>
3295-MCNEILUS TRUCK & MANUFACTURING			
	54063	STOCK	335.26
	54064	HOSE ASSY	743.98
		<b>VENDOR TOTAL:</b>	<b>1,079.24</b>
1291-MIDLAND IMPLEMENT CO INC			
	53867	REPAIR	131.05
	53868	REPAIR	271.33

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	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
1291-MIDLAND IMPLEMENT CO INC			
	53869	REPAIR	29.36
	53932	TORO	1,208.37
		<b>VENDOR TOTAL:</b>	<b>1,640.11</b>
2799-SUNDANCE EQUIPMENT COMPANY			
	53933	PARTS	120.08
	53935	PARTS	170.79
		<b>VENDOR TOTAL:</b>	<b>290.87</b>
2359-WIRELESS ADVANCE COMMUNICATION			
	53870	STOCK PARTS	1,569.40
		<b>VENDOR TOTAL:</b>	<b>1,569.40</b>
2385-WYOMING MACHINERY CO			
	53930	CHECK TRANSMISSION	469.55
		<b>VENDOR TOTAL:</b>	<b>469.55</b>
		<b>DIVISION TOTAL:</b>	<b>12,572.85</b>
<b>37-VEHICLE REPLACEMENT</b>			
2309-WHITE'S FRONTIER MOTORS			
	54014	2016 CHEVY TAHOE	41,856.00
		<b>VENDOR TOTAL:</b>	<b>41,856.00</b>
		<b>DIVISION TOTAL:</b>	<b>41,856.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>54,428.85</b>
		<b>FUND TOTAL:</b>	<b>73,889.64</b>

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	Invoice Number	Invoice Description	Amount
<b>702-LIABILITY INSURANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>38-LIABILITY INSURANCE</b>			
	1178-BJ NELSON/NELSON AUTO GLASS		
	53929	CHIP REPAIR ON WINDSHIELD	60.00
		<b>VENDOR TOTAL:</b>	<b>60.00</b>
	1391-CNA SURETY		
	53860	DEPUTY CLERK CITY OF GILLETTE	100.00
	54012	SUPERVISOR BOND - K JONES	100.00
		<b>VENDOR TOTAL:</b>	<b>200.00</b>
	2799-SUNDANCE EQUIPMENT COMPANY		
	53866	REPAIR	191.48
		<b>VENDOR TOTAL:</b>	<b>191.48</b>
		<b>DIVISION TOTAL:</b>	<b>451.48</b>
		<b>DEPARTMENT TOTAL:</b>	<b>451.48</b>
		<b>FUND TOTAL:</b>	<b>451.48</b>
		<b>GRAND TOTAL:</b>	<b>5,686,365.46</b>

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2768-COUNCIL OF COMMUNITY SERVICES			
	53352	EMERGENCY FUNDING REQUEST	51,968.60
		<b>VENDOR TOTAL:</b>	<b>51,968.60</b>
		<b>DIVISION TOTAL:</b>	<b>51,968.60</b>
		<b>DEPARTMENT TOTAL:</b>	<b>51,968.60</b>
		<b>FUND TOTAL:</b>	<b>51,968.60</b>
		<b>GRAND TOTAL:</b>	<b>51,968.60</b>

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
2561-BURLINGTON NORTHERN SANTA FE			
	53354	PIPELINE LICENSE	4,925.00
		<b>VENDOR TOTAL:</b>	<b>4,925.00</b>
		<b>DIVISION TOTAL:</b>	<b>4,925.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,925.00</b>
		<b>FUND TOTAL:</b>	<b>4,925.00</b>
		<b>GRAND TOTAL:</b>	<b>4,925.00</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1024-ADVOCACY FOR VISUAL ARTS			
	53807	REFUND ARTISTS - DCF QUICK DRAW	187.50
		<b>VENDOR TOTAL:</b>	<b>187.50</b>
		<b>DIVISION TOTAL:</b>	<b>187.50</b>
		<b>DEPARTMENT TOTAL:</b>	<b>187.50</b>
		<b>FUND TOTAL:</b>	<b>187.50</b>
		<b>GRAND TOTAL:</b>	<b>187.50</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
3261-STATE OF WYOMING - DCI			
	53916	NON-CRIMINAL FINGERPRINT CHECKS	90.00
		<b>VENDOR TOTAL:</b>	<b>90.00</b>
		<b>DIVISION TOTAL:</b>	<b>90.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>90.00</b>
		<b>FUND TOTAL:</b>	<b>90.00</b>
		<b>GRAND TOTAL:</b>	<b>90.00</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>01-MAYOR &amp; COUNCIL</b>			
1024-ADVOCACY FOR VISUAL ARTS			
	53915	REFUND ARTISTS - DCF QUICK DRAW	37.50
		<b>VENDOR TOTAL:</b>	<b>37.50</b>
		<b>DIVISION TOTAL:</b>	<b>37.50</b>
		<b>DEPARTMENT TOTAL:</b>	<b>37.50</b>
		<b>FUND TOTAL:</b>	<b>37.50</b>
		<b>GRAND TOTAL:</b>	<b>37.50</b>

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1250-FIRST AMERICAN TITLE			
	54015	BOXELDER ROW	15,295.80
		<b>VENDOR TOTAL:</b>	<b>15,295.80</b>
		<b>DIVISION TOTAL:</b>	<b>15,295.80</b>
		<b>DEPARTMENT TOTAL:</b>	<b>15,295.80</b>
		<b>FUND TOTAL:</b>	<b>15,295.80</b>
		<b>GRAND TOTAL:</b>	<b>15,295.80</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2672-UMB BANK			
	54104	JULY 2016 P-CARDS	54,332.88
		<b>VENDOR TOTAL:</b>	<b>54,332.88</b>
2595-WYOSTAR			
	54105	TOWN OF WRIGHT CONTRIBUTION FY17	5,281.00
		<b>VENDOR TOTAL:</b>	<b>5,281.00</b>
		<b>DIVISION TOTAL:</b>	<b>59,613.88</b>
		<b>DEPARTMENT TOTAL:</b>	<b>59,613.88</b>
		<b>FUND TOTAL:</b>	<b>59,613.88</b>

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	Invoice Number	Invoice Description	Amount
<b>301-MADISON WATERLINE</b>			
<b>70-UTILITIES</b>			
<b>72-MADISON WATER LINE</b>			
	2938-ACTION DIRECT LLC		
	54126	GILLETTE REGIONAL WATER SUPPLY	58,992.30
		<b>VENDOR TOTAL:</b>	<b>58,992.30</b>
	2838-COP WYOMING LLC		
	54124	GILLETTE MADISON PIPELINE #7	46,739.39
	54125	PINE RIDGE TANK CONSTRUCTION -	176,441.40
		<b>VENDOR TOTAL:</b>	<b>223,180.79</b>
		<b>DIVISION TOTAL:</b>	<b>282,173.09</b>
		<b>DEPARTMENT TOTAL:</b>	<b>282,173.09</b>
		<b>FUND TOTAL:</b>	<b>282,173.09</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
		2493-BLACK HILLS POWER & LIGHT	
	54099	JULY 2016 TRANSMISSION	246,754.89
	54100	JULY 2016 WYGEN III ANCILLARY SERVCIES	89,691.25
	54101	AUGUST 2016 WYGEN III CAPITAL AND O&M	1,642.00
		<b>VENDOR TOTAL:</b>	<b>338,088.14</b>
		2697-BLACK HILLS WYOMING LLC	
	54102	AUGUST 2016 CTII O & M	25,574.00
	54103	JULY 2016 CTII ENERGY	358,319.99
		<b>VENDOR TOTAL:</b>	<b>383,893.99</b>
		<b>DIVISION TOTAL:</b>	<b>721,982.13</b>
		<b>DEPARTMENT TOTAL:</b>	<b>721,982.13</b>
		<b>FUND TOTAL:</b>	<b>721,982.13</b>

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	Invoice Number	Invoice Description	Amount
<b>701-HEALTH INSURANCE FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>22-HEALTH INSURANCE</b>			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	54106	WEEKLY CLAIMS LISTING	22,157.29
	54107	WEEKLY CLAIMS LISTING	53,320.10
	54108	WEEKLY CLAIMS LISTING	126,616.91
		<b>VENDOR TOTAL:</b>	<b>202,094.30</b>
2555-EXPRESS SCRIPTS INC			
	54109	PRESCRIPTION DRUG COSTS	6,232.54
	54110	ADMIN FEES	7.50
	54111	PRESCRIPTION DRUG COSTS	19,412.64
	54112	PRESCRIPTION DRUG COSTS	18,736.97
		<b>VENDOR TOTAL:</b>	<b>44,389.65</b>
		<b>DIVISION TOTAL:</b>	<b>246,483.95</b>
		<b>DEPARTMENT TOTAL:</b>	<b>246,483.95</b>
		<b>FUND TOTAL:</b>	<b>246,483.95</b>
		<b>GRAND TOTAL:</b>	<b>1,310,253.05</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>01-MAYOR &amp; COUNCIL</b>			
66666-MISC P-CARD VENDOR			
	53577	SUPPLIES FOR ADMINISTRATION	16.48
		<b>VENDOR TOTAL:</b>	<b>16.48</b>
		<b>DIVISION TOTAL:</b>	<b>16.48</b>
<b>02-ADMINISTRATION</b>			
1145-LEGEND COMMUNICATIONS OF WYOMING			
	53532	LEGEND COMMUNICATIONS WYO	292.00
		<b>VENDOR TOTAL:</b>	<b>292.00</b>
66666-MISC P-CARD VENDOR			
	53371	ASCAP LICENSE FEE	336.50
	53487	CASPER STAR TRIBUNE	12.00
	53567	PAPA JOHN'S #03167	34.01
	53632	SAPPORO	50.55
	53699	SERVICE FEES0001740250384	37.50
	53706	SAPPORO	46.06
	53724	UNITED 0167833486733	516.20
	53737	BOZEMANTRAILSTEAKHOUSE	44.97
		<b>VENDOR TOTAL:</b>	<b>1,077.79</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	53499	POWDER RIVER OFFICE SUPPL	9.99
	53660	POWDER RIVER OFFICE SUPPL	34.98
		<b>VENDOR TOTAL:</b>	<b>44.97</b>
2050-PRIME RIB RESTAURANT			
	53522	THE PRIME RIB RESTAURA	44.04
		<b>VENDOR TOTAL:</b>	<b>44.04</b>
		<b>DIVISION TOTAL:</b>	<b>1,458.80</b>
<b>03-PUBLIC ACCESS</b>			
66666-MISC P-CARD VENDOR			
	53705	DISH NETWORK-ONE TIME - SATELLITE FOR GPA PROGRAMM	9.03

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>03-PUBLIC ACCESS</b>			
66666-MISC P-CARD VENDOR			
	53769	WAL-MART #1485 - WEBCAM FOR USE IN FILMING	49.88
		<b>VENDOR TOTAL:</b>	<b>58.91</b>
		<b>DIVISION TOTAL:</b>	<b>58.91</b>
<b>04-SPECIAL PROJECTS</b>			
66666-MISC P-CARD VENDOR			
	53561	CITY WEST REMODEL - KEY BOX FOR FIRE DEPARTMENT	370.31
	53587	WAL-MART #1485-HAMBURGERS, HOTDOGS & BUNS FOR EMPL	327.72
		<b>VENDOR TOTAL:</b>	<b>698.03</b>
2400-WYOMING WATER SOLUTIONS			
	53552	WYOMING WATER SOLUTIONS-WATER FOR FITNESS ROOM	21.00
		<b>VENDOR TOTAL:</b>	<b>21.00</b>
		<b>DIVISION TOTAL:</b>	<b>719.03</b>
		<b>DEPARTMENT TOTAL:</b>	<b>2,253.22</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>15-ATTORNEY</b>			
<b>15-ATTORNEY</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53471	BINDER CLIPS, PRONG FASTENERS, FOLDERS	52.20
	53542	BINDERS	9.98
		<b>VENDOR TOTAL:</b>	<b>62.18</b>
2395-WYOMING STATE BAR			
	53599	WYOMING STATE BAR REGISTRATION FEES CHARLIE ANDERS	450.00
	53614	WYOMING STATE BAR REGISTRATION FEES FOR PATRICK DA	475.00
		<b>VENDOR TOTAL:</b>	<b>925.00</b>
		<b>DIVISION TOTAL:</b>	<b>987.18</b>
		<b>DEPARTMENT TOTAL:</b>	<b>987.18</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>20-HUMAN RESOURCES</b>			
66666-MISC P-CARD VENDOR			
	53375	CCMH - WALK-IN CLINIC-SEASONAL PRE EMPLOYMENT HEAR	315.00
	53498	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
	53546	SHRM*ANNUAL700047425-REGISTRATION FOR 2017 NATIONA	995.00
	53564	GILLETTE PRINTING AND ENG-APPRECIATION PLAQUE FOR	45.32
	53565	IN *JERRY POST PSY.D. P-PRE EMPLOYMENT PSYCH EVA	300.00
	53588	WAL-MART #1485-SEC SUPPLIES FOR EMPLOYEE/CAB PICNI	24.82
	53615	I D WHOLESALERS-ID BADGE SUPPLIES/PRINTER RIBBONS	120.00
	53748	SHRM-MEMBERSHIP APP	175.00
	53760	PRESENTA PLAQUE CORPORATI-YEARS OF SERVICE PLAQUES	265.20
		<b>VENDOR TOTAL:</b>	<b>2,265.34</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	53512	POWDER RIVER OFFICE SUPPL-STAPLES	7.64
	53659	POWDER RIVER OFFICE SUPPL-FILE FOLDERS, POST IT NO	90.40
		<b>VENDOR TOTAL:</b>	<b>98.04</b>
		<b>DIVISION TOTAL:</b>	<b>2,363.38</b>
<b>21-SAFETY</b>			
66666-MISC P-CARD VENDOR			
	53376	RAMADA MONUMENT	100.00
	53377	LITTLE PHILLY EAST-TRAVEL/MEALS DENVER SIM TRAININ	9.00
	53378	LITTLE PHILLY EAST-TRAVEL/MEALS DENVER SIM TRAININ	5.58
	53379	CHILI'S MONUMENT-TRAVEL/MEALS DENVER SIM TRAINING/	27.57
	53380	TEXAS ROADHOUSE 2306-TRAVEL/MEALS DENVER SIM TRAIN	42.25
	53424	BUFFALO WILD WINGS 0403-TRAVEL/MEALS DENVER SIM TR	24.23
	53425	RAMADA MONUMENT	-100.00
	53514	THAT EMBROIDERY PLACE-SAFETY AWARD COATS (X2) 2016	260.00
	53536	RED ROCKS COMM COLLEGE-OSHA TRAINING/2016	795.00
	53618	SILVER CREEK STEAKHOUSE L-PR SAFETY COUNCIL MEETIN	15.68

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>21-SAFETY</b>			
	66666-MISC P-CARD VENDOR		
	53700	THAT EMBROIDERY PLACE-SAFETY AWARD JACKET/2016	150.00
		<b>VENDOR TOTAL:</b>	<b>1,329.31</b>
		<b>DIVISION TOTAL:</b>	<b>1,329.31</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,692.69</b>
<b>25-FINANCE</b>			
<b>25-FINANCE</b>			
	2037-POWDER RIVER OFFICE SUPPLY INC		
	53468	PAPER	19.30
		<b>VENDOR TOTAL:</b>	<b>19.30</b>
		<b>DIVISION TOTAL:</b>	<b>19.30</b>
<b>27-PURCHASING</b>			
	66666-MISC P-CARD VENDOR		
	53622	DEX*ONE - ADVERTISING	86.94
		<b>VENDOR TOTAL:</b>	<b>86.94</b>
		<b>DIVISION TOTAL:</b>	<b>86.94</b>
		<b>DEPARTMENT TOTAL:</b>	<b>106.24</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
66666-MISC P-CARD VENDOR			
	53721	CREDIT CARD COMPROMISED - AMOUNT WILL BE REFUNDED.	30.00
		<b>VENDOR TOTAL:</b>	<b>30.00</b>
		<b>DIVISION TOTAL:</b>	<b>30.00</b>
<b>31-CITY CLERK/PRINT SHOP</b>			
1889-OFFICE DEPOT INC			
	53474	SUPPLIES FOR PRINT SHOP	70.97
	53521	WRONG STAPLES ORDERED	-9.99
		<b>VENDOR TOTAL:</b>	<b>60.98</b>
		<b>DIVISION TOTAL:</b>	<b>60.98</b>
<b>33-MAINT OF CITY BUILDINGS</b>			
66666-MISC P-CARD VENDOR			
	53452	CORDLESS VAC FOR CUSTODIAL STAFF TO USE IN CHAMBER	299.00
	53453	CORDLESS VAC FOR CUSTODIAL STAFF TO USE IN CHAMBER	299.00
	53578	CUSTODIAL SUPPLIES	28.85
	53585	WO #29187 CITY HALL COOLING TOWER	28.46
	53586	WO #29187 CITY HALL COOLING TOWER	14.98
	53612	COOLERS FOR CITY PICNIC	108.00
	53613	WO #29321 WATER COOLERS FOR CITY PICNIC	87.88
	53638	WO #29732 REPLACE HOSE IN P.D. BASEMENT BAY	43.94
		<b>VENDOR TOTAL:</b>	<b>910.11</b>
		<b>DIVISION TOTAL:</b>	<b>910.11</b>
<b>34-INFORMATION TECHNOLOGY</b>			
66666-MISC P-CARD VENDOR			
	53602	WO #29143 ENGINEERING T.V. MOUNT	69.96
	53671	WO #29557 POWER SUPPLY FOR S.W. TABLET	33.97
		<b>VENDOR TOTAL:</b>	<b>103.93</b>
		<b>DIVISION TOTAL:</b>	<b>103.93</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>35-GEOGRAPHIC INFO SYSTEMS</b>			
66666-MISC P-CARD VENDOR			
	53394	SAN DIEGO CONV CTR CONC 0- ESRI CONFERENCE	14.25
	53395	SEASONS 52 00045419 - ESRI CONFERENCE	11.23
	53396	MRS FIELDS COOKIES	5.00
	53397	NO DETAIL RECEIPT PROVIDED. NOT APPROVED. ANNIE PD	13.66
	53398	BAGGAGE CLAIM	25.00
	53412	BLARNEY STONE PUB- ESRI CONFERENCE	13.99
	53413	FOX SPORTS GRILL SD - ESRI CONFERENCE	17.28
	53414	FOOD	5.50
	53415	FOOD	13.50
	53416	FOOD	17.07
	53417	FOOD	11.00
	53433	SAN DIEGO CONV CTR CONC 0 - ESRI CONFERENCE	15.50
	53434	SAN DIEGO CONV CTR CONC 0 - ESRI CONFERENCE	16.50
	53435	GRAND HYATT SAN DIEGO - ESRI CONFERENCE	540.96
	53436	GRAND HYATT SAN DIEGO	2.00
	53437	FOOD	23.60
	53438	NO DETAIL RECEIPT PROVIDED. NOT APPROVED. ANNIE PD	15.50
	53439	FOOD	3.24
	53440	MISSING RECEIPT. ANNIE PD FOR THIS RECEIPT ON 8/1/	4.99
	53441	LODGING	540.96
	53442	FOOD	3.00
	53476	FOX SPORTS GRILL SD - ESRI CONFERENCE	12.96
	53477	SOVEREIGN -ESRI CONFERENCE	12.42
	53478	HILTON HOTEL SAN DIEGO - ESRI CONFERENCE	583.96
	53479	MRS FIELDS COOKIES	5.00
	53480	FOOD	7.13
	53481	NOT APPROVED. NO RECEIPT PROVIDED. ANNIE PD FOR ON	14.42
	53482	BAGGAGE	25.00
	53483	FOOD	9.56

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>35-GEOGRAPHIC INFO SYSTEMS</b>			
	66666-MISC P-CARD VENDOR		
	53484	LODGING	583.96
	53485	FOOD	10.64
		<b>VENDOR TOTAL:</b>	<b>2,578.78</b>
		<b>DIVISION TOTAL:</b>	<b>2,578.78</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,683.80</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
1150-BEAR'S NATURALLY CLEAN			
	53486	BEARS NATURALLY CLEAN IN - JUNE DRY CLEANING	442.90
		<b>VENDOR TOTAL:</b>	<b>442.90</b>
2594-BOMGAARS SUPPLY			
	53539	BOMGAARS #66 GILLETTE - MUSSELL K9 ANIMAL CARE	75.98
		<b>VENDOR TOTAL:</b>	<b>75.98</b>
1955-GLOCK PROFESSIONAL INC			
	53623	GLOCK PROFESSIONAL INC - STROUP FIREARMS TRAINING	250.00
	53624	GLOCK PROFESSIONAL INC - DOWDY FIREARMS TRAINING	250.00
	53625	GLOCK PROFESSIONAL INC - PARKER FIREARMS TRAINING	250.00
		<b>VENDOR TOTAL:</b>	<b>750.00</b>
1809-INTOXIMETERS INC			
	53665	INTOXIMETERS - MOUTHPIECES FOR INTOXIMETER	146.25
		<b>VENDOR TOTAL:</b>	<b>146.25</b>
66666-MISC P-CARD VENDOR			
	53408	TESSCO TECHNOLOGIES - REFUND FROM OVERCHARGE ON RE	-12.46
	53469	ALBERTSONS STO00000679 -SNACKS FOR EVIDENCE TRAINI	41.88
	53555	WYOMING WATER SOLUTIONS - WATER FOR PD	189.00
	53652	IN *PEACEKEEPER PRODUCTS - LUCUS (NEW OFFICER) EQU	172.57
	53664	RMIN - MEMBERSHIP FOR 2016-2017	200.00
	53750	AMAZON MKTPLACE PMTS - WEINHARDT K9 ANIMAL CARE	45.95
	53751	THORNAPPLE FLORAL - TRAVERSE FUNERAL FOR GRANDMOTH	55.00
		<b>VENDOR TOTAL:</b>	<b>691.94</b>
1482-NEWS RECORD			
	53570	GILLETTE NEWS RECORD - RENEWAL FOR YEARLY MEMBERSH	125.00
		<b>VENDOR TOTAL:</b>	<b>125.00</b>
		<b>DIVISION TOTAL:</b>	<b>2,232.07</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>42-VOCA/AWA</b>			
		2182-U S POSTAL SERVICE	
	53431	USPS 57380004830311856 - POSTAGE FOR NEW GRANT APP	7.36
		<b>VENDOR TOTAL:</b>	<b>7.36</b>
		<b>DIVISION TOTAL:</b>	<b>7.36</b>
<b>43-SUBSTANCE ABUSE PREVENTION</b>			
		66666-MISC P-CARD VENDOR	
	53641	MIRAGE - ADVANCE DEPOSIT - COLLIER CADCA CONFERENC	667.52
		<b>VENDOR TOTAL:</b>	<b>667.52</b>
		<b>DIVISION TOTAL:</b>	<b>667.52</b>
<b>44-ANIMAL CONTROL</b>			
		1397-COLLINS COMMUNICATIONS INC	
	53596	COLLINS COMMUNICATIONS IN - EAR PIECES FOR ANIMAL	53.32
		<b>VENDOR TOTAL:</b>	<b>53.32</b>
		<b>DIVISION TOTAL:</b>	<b>53.32</b>
<b>45-ANIMAL SHELTER</b>			
		1064-ANIMAL MEDICAL CENTER OF WYOMING LLC	
	53492	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	53503	COMMUNITY VETERINARY CLIN - NEUTER OF BEAU & BILLB	102.00
	53540	COMMUNITY VETERINARY CLIN - NEUTER OF JAKE	50.00
	53554	COMMUNITY VETERINARY CLIN - SPAY & NEUTER OF PETER	50.00
	53571	COMMUNITY VETERINARY CLIN - SPAY / NEUTER OF LEO	50.00
	53642	COMMUNITY VETERINARY CLIN - RABIES ON PEARL	5.00
	53643	COMMUNITY VETERINARY CLIN - SPAY ON WILLOW	50.00
	53653	COMMUNITY VETERINARY CLIN - NEUTER OF LIL MAN	50.00
	53666	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	53667	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
		<b>VENDOR TOTAL:</b>	<b>507.00</b>
		2594-BOMGAARS SUPPLY	
	53597	BOMGAARS #66 GILLETTE - SHELTER SUPPLIES FOR ANIMA	33.96
		<b>VENDOR TOTAL:</b>	<b>33.96</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>45-ANIMAL SHELTER</b>			
2719-GARRY GOTFREDSON			
	53470	RED HILLS VETERINARY HOSP - SPAY & NEUTERS	125.00
	53504	RED HILLS VETERINARY HOSP - NEUTER OF BEAU& BILLBO	50.00
	53541	RED HILLS VETERINARY HOSP - SPAY OF AMETRINE	75.00
	53644	RED HILLS VETERINARY HOSP - SPAY & NEUTER ON COLUM	50.00
	53681	RED HILLS VETERINARY HOSP - SPAY & NEUTER	100.00
	53703	RED HILLS VETERINARY HOSP - RABIES	155.50
	53732	RED HILLS VETERINARY HOSP - SPAY / NEUTER OF BUTTE	50.00
	53733	RED HILLS VETERINARY HOSP - NEUTER OF TEDDY	25.00
		<b>VENDOR TOTAL:</b>	<b>630.50</b>
66666-MISC P-CARD VENDOR			
	53389	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	45.00
	53390	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	53409	PETCO 2419 63524193 - CAT FOOD FOR SHELTER	39.99
		<b>VENDOR TOTAL:</b>	<b>134.99</b>
		<b>DIVISION TOTAL:</b>	<b>1,306.45</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,266.72</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>50-PUBLIC WORKS ADMIN</b>			
66666-MISC P-CARD VENDOR			
	53654	WM SUPERCENTER #1485 BIRTHDAY CARD	4.97
		<b>VENDOR TOTAL:</b>	<b>4.97</b>
		<b>DIVISION TOTAL:</b>	<b>4.97</b>
<b>51-PARKS</b>			
1014-ACTION LOCK AND KEY			
	53535	ACTION LOCK AND KEY REPAIR LOCKS AT DALBEY	80.00
		<b>VENDOR TOTAL:</b>	<b>80.00</b>
2594-BOMGAARS SUPPLY			
	53633	BOMGAARS #66 GILLETTE - 4-J NORTH MASTER VALVE REP	0.25
		<b>VENDOR TOTAL:</b>	<b>0.25</b>
1848-FASTENAL COMPANY			
	53747	FASTENAL COMPANY01 - BOLTS FOR SUNBURST CRAWL TUBE	24.56
		<b>VENDOR TOTAL:</b>	<b>24.56</b>
66666-MISC P-CARD VENDOR			
	53374	THE HOME DEPOT #6005 - HARDWARE FOR BENCHES @ HERI	35.90
	53400	GILLETTE CONTRACTORS SUPPLY - 4-J FRONTIER MAIN LI	19.70
	53404	CRESCENT ELECTRIC 062 - TRANSFORMERS FOR LEGION IR	54.04
	53418	G&G LANDSCAPING - HARCO FITTING BRODY PARK MAIN LI	72.48
	53423	MENARDS GILLETTE WY FLOATING ISLAND MATERIAL	8.46
	53458	CRESCENT ELECTRIC 062 - MATERIALS FOR FLAG LIGHT @	19.59
	53459	THE HOME DEPOT #6005 FLOATING ISLAND MATERIAL -D	37.22
	53493	GILLETTE CONTRACTORS SUPPLY - OLD K-MART MASTER VA	106.57
	53497	GILLETTE CONTRACTORS S PARTS FOR REPAIRS ON FOOT	7.72
	53513	GILLETTE CONTRACTORS S PARTS FOR REPAIR ON FOOT	59.37
	53548	THE HOME DEPOT #6005 DRINKING WATER	20.97
	53566	GILLETTE CONTRACTORS S FITTINGS FOR REPAIRS	432.32
	53605	GILLETTE CONTRACTORS SUPPLY - 4-J NORTH MASTER VAL	48.40
	53606	GILLETTE CONTRACTORS SUPPLY - OLD KMART MASTER VAL	51.45
	53616	GILLETTE CONTRACTORS S FITTINGS FOR REPAIRS	8.04

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>51-PARKS</b>			
66666-MISC P-CARD VENDOR			
	53655	GILLETTE CONTRACTORS SUPPLY - OLD KMART MASTER VAL	134.55
	53685	THE HOME DEPOT #6005 - OLD KMART MASTER VALVE OVER	38.12
	53718	THE HOME DEPOT #6005 - CONCRETE FOR GILLETTE COLLE	28.12
	53719	THE HOME DEPOT #6005 - CONCRETE FOR CHILDRENS MEMO	16.68
	53720	THE HOME DEPOT #6005 FLOATING ISLAND DALBEY	99.37
	53758	WAL-MART #1485 CHILDREN'S MEMORIAL	16.30
	53761	MENARDS GILLETTE WY FLOATING ISLAND REPAIRS DALB	16.50
		<b>VENDOR TOTAL:</b>	<b>1,331.87</b>
2038-POWDER RIVER POWER			
	53560	POWDER RIVER POWER REPLACEMENT HOSE FOR POWER W	84.58
		<b>VENDOR TOTAL:</b>	<b>84.58</b>
1802-SIMON CONTRACTORS			
	53674	SIMON GILLETTE - VALVE BOX GRAVEL	72.45
		<b>VENDOR TOTAL:</b>	<b>72.45</b>
2400-WYOMING WATER SOLUTIONS			
	53741	WYOMING WATER SOLUTIONS DRINKING WATER FOR DALBE	39.00
		<b>VENDOR TOTAL:</b>	<b>39.00</b>
2401-WYOMING WORK WAREHOUSE INC			
	53372	WYOMING WORK WAREHOUSE - SAFETY BOOTS	131.39
	53677	WYOMING WORK WAREHOUSE SAFETY BOOTS	150.00
		<b>VENDOR TOTAL:</b>	<b>281.39</b>
		<b>DIVISION TOTAL:</b>	<b>1,914.10</b>
<b>53-FORESTRY</b>			
2401-WYOMING WORK WAREHOUSE INC			
	53686	WYOMING WORK WAREHOUSE SAFETY BOOTS	123.29
		<b>VENDOR TOTAL:</b>	<b>123.29</b>
		<b>DIVISION TOTAL:</b>	<b>123.29</b>
<b>54-STREETS</b>			
1197-BORDER STATES ELECTRIC			
	53676	STREET LIGHT PARTS	35.96

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		<b>VENDOR TOTAL:</b>	<b>35.96</b>
1846-FARMER CO-OP			
	53538	FARMERS CO OP ASSN PROPANE REFILL FOR WEED BURN	6.95
		<b>VENDOR TOTAL:</b>	<b>6.95</b>
66666-MISC P-CARD VENDOR			
	53432	MENARDS GILLETTE WY TOUCH UP PAINT FOR SCULPTURE	9.99
	53475	THE HOME DEPOT #6005 GLUE FOR SCULPTURES	4.80
	53556	THE HOME DEPOT #6005 REPAIR PARTS FOR DEWATER W	45.95
	53557	GILLETTE CONTRACTORS S REPAIR PARTS #5 SAGE CT.	16.60
	53683	MENARDS GILLETTE WY PAINT FOR BRIDGE OVER TRICKL	99.00
		<b>VENDOR TOTAL:</b>	<b>176.34</b>
2123-RECORD SUPPLY INC NAPA			
	53444	RECORD SUPPLY INC-MAIN GREASE GUN PARTS FOR STR	79.96
		<b>VENDOR TOTAL:</b>	<b>79.96</b>
2401-WYOMING WORK WAREHOUSE INC			
	53429	WYOMING WORK WAREHOUSE SAFETY BOOTS	148.49
		<b>VENDOR TOTAL:</b>	<b>148.49</b>
		<b>DIVISION TOTAL:</b>	<b>447.70</b>
		<b>DEPARTMENT TOTAL:</b>	<b>2,490.06</b>

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60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
66666-MISC P-CARD VENDOR			
	53598	OFFICE SUPPLIES - FILE FOLDER TABS/INSERTS	30.07
	53743	OFFICE SUPPLIES - FILE FOLDER VINYL TABS	41.08
		<b>VENDOR TOTAL:</b>	<b>71.15</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	53573	OFFICE SUPPLIES - HANGING FILE TABS	2.11
	53645	OFFICE SUPPLIES - FILE FOLDER LABELS	3.77
		<b>VENDOR TOTAL:</b>	<b>5.88</b>
2123-RECORD SUPPLY INC NAPA			
	53626	TOOLS - ALLEN WRENCH	3.09
	53627	RETURN CREDIT - ALLEN WRENCH	-1.65
		<b>VENDOR TOTAL:</b>	<b>1.44</b>
3022-TACO JOHN'S & GOOD TIMES - GILLETTE			
	53572	TACO JOHN'S #9223 - REIMBURSED	8.98
		<b>VENDOR TOTAL:</b>	<b>8.98</b>
		<b>DIVISION TOTAL:</b>	<b>87.45</b>
61-BUILDING INSPECTION			
66666-MISC P-CARD VENDOR			
	53736	RAMKOTA HOTEL AND CONFERE - HOTEL FOR WCBO ANNUAL	249.00
		<b>VENDOR TOTAL:</b>	<b>249.00</b>
		<b>DIVISION TOTAL:</b>	<b>249.00</b>
62-TRAFFIC SAFETY			
2594-BOMGAARS SUPPLY			
	53419	TRAFFIC SIGNAL HEAD PAINT	21.16
		<b>VENDOR TOTAL:</b>	<b>21.16</b>
1848-FASTENAL COMPANY			
	53507	TRAFFIC SIGNAL PAINT	18.93
	53551	SIGN SUPPLIES - BOLTS/WASHERS	17.24
	53581	TRAFFIC SIGNAL CLEANER	5.57
	53609	TRAFFIC SIGNAL CLEANER	26.49
	53713	SIGN SUPPLIES - WASHERS/SCREWS	7.76
		<b>VENDOR TOTAL:</b>	<b>75.99</b>

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<b>60-ENGINEERING &amp; DEV SERVICES</b>			
<b>62-TRAFFIC SAFETY</b>			
1977-GREG'S WELDING CORPORATION			
53690	GILLETTE AVE POLE REPAIR		142.50
		<b>VENDOR TOTAL:</b>	<b>142.50</b>
66666-MISC P-CARD VENDOR			
53495	TRAFFIC SIGNAL PAINT		31.62
53508	SIGN SUPPLIES - STAINLESS STEEL BANDING		122.00
53691	BOLT DIE - GILLETTE AVE.		10.90
53692	TOOLS - AXLE SOCKET		18.39
		<b>VENDOR TOTAL:</b>	<b>182.91</b>
2338-TRAFFIC PARTS INC			
53754	TRAFFIC SIGNAL RED LED LIGHTS		262.50
		<b>VENDOR TOTAL:</b>	<b>262.50</b>
		<b>DIVISION TOTAL:</b>	<b>685.06</b>
<b>63-PLANNING</b>			
66666-MISC P-CARD VENDOR			
53701	RIVIERA LODGE - Lodging - Wyo Water Assn Meeting i		79.95
		<b>VENDOR TOTAL:</b>	<b>79.95</b>
		<b>DIVISION TOTAL:</b>	<b>79.95</b>
<b>64-CODE COMPLIANCE</b>			
66666-MISC P-CARD VENDOR			
53519	CAMERA FOR CODE COMPLIANCE INVESTIGATIONS		119.00
		<b>VENDOR TOTAL:</b>	<b>119.00</b>
		<b>DIVISION TOTAL:</b>	<b>119.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,220.46</b>
		<b>FUND TOTAL:</b>	<b>18,700.37</b>

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	53668	GRADE STAKES - DALBEY PARK PATHWAY 16EN04	13.97
		<b>VENDOR TOTAL:</b>	<b>13.97</b>
		<b>DIVISION TOTAL:</b>	<b>13.97</b>
		<b>DEPARTMENT TOTAL:</b>	<b>13.97</b>
		<b>FUND TOTAL:</b>	<b>13.97</b>

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	Invoice Number	Invoice Description	Amount
<b>301-MADISON WATERLINE</b>			
<b>70-UTILITIES</b>			
<b>72-MADISON WATER LINE</b>			
1197-BORDER STATES ELECTRIC			
	53505	WA PRDF - PARTS TO WIRE UP VAULT	298.11
	53576	WAT - SPRING HILL PS	109.74
	53628	WAT - SPRING HILL PS	164.23
		<b>VENDOR TOTAL:</b>	<b>572.08</b>
1374-CHRIS SUPPLY COMPANY INC			
	53601	WO #25416 PINE RIDGE & DONKEY CREEK CABLING SUPPLI	386.29
	53647	WAT - SPRING HILL PS	50.23
	53735	WO #25416 PINE RIDGE & DONKEY CREEK MISC FIBER PAT	73.24
		<b>VENDOR TOTAL:</b>	<b>509.76</b>
1519-CRUM ELECTRIC SUPPLY COMPANY			
	53670	WAT - SOUTH FORK CB	131.89
		<b>VENDOR TOTAL:</b>	<b>131.89</b>
		<b>DIVISION TOTAL:</b>	<b>1,213.73</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,213.73</b>
		<b>FUND TOTAL:</b>	<b>1,213.73</b>

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	Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>			
<b>70-UTILITIES</b>			
<b>70-UTILITIES ADMINISTRATION</b>			
1056-AMERICAN PUBLIC WORKS ASSOCIATION			
	53543	AMERICAN PUBLIC WORKS ASSOC. CONGRESS REGISTRATION	799.00
		<b>VENDOR TOTAL:</b>	<b>799.00</b>
66666-MISC P-CARD VENDOR			
	53600	TRAVEL FOR APWA CONGRESS 2016-MINNEAPOLIS/ST. PAUL	216.20
	53622	DEX*ONE - ADVERTISING	39.06
	53734	LUNCH FOR KEEP GILLETTE BEAUTIFUL/PATHWAYS COMMITT	82.51
		<b>VENDOR TOTAL:</b>	<b>337.77</b>
		<b>DIVISION TOTAL:</b>	<b>1,136.77</b>
<b>71-ELECTRICAL ENGINEERING</b>			
1065-ANIXTER INC			
	53401	ANIXTER - PPE / FR CLOTHING	138.00
		<b>VENDOR TOTAL:</b>	<b>138.00</b>
66666-MISC P-CARD VENDOR			
	53391	APPA FINANCIAL WEBINAR - LUNCH	69.56
	53473	MASTER ELECTRICIAN EDUCATION	178.00
		<b>VENDOR TOTAL:</b>	<b>247.56</b>
1482-NEWS RECORD			
	53410	GILLETTE NEWS RECORD SUBSCRIPTION	140.00
		<b>VENDOR TOTAL:</b>	<b>140.00</b>
		<b>DIVISION TOTAL:</b>	<b>525.56</b>
<b>76-SCADA</b>			
66666-MISC P-CARD VENDOR			
	53722	WO #29703 MEMORY UPGRADE FOR S.C.A.D.A. PC	38.73
		<b>VENDOR TOTAL:</b>	<b>38.73</b>
2401-WYOMING WORK WAREHOUSE INC			
	53549	SCADA - SAFETY EQUIPMENT	150.00
		<b>VENDOR TOTAL:</b>	<b>150.00</b>
		<b>DIVISION TOTAL:</b>	<b>188.73</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,851.06</b>
		<b>FUND TOTAL:</b>	<b>1,851.06</b>

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	Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>55-SOLID WASTE</b>			
1848-FASTENAL COMPANY			
	53411	FASTENAL COMPANY01 NUTS FOR 3 YARDERS	9.72
		<b>VENDOR TOTAL:</b>	<b>9.72</b>
66666-MISC P-CARD VENDOR			
	53663	GILLETTE OPTOMETRIC CLINI - SAFETY GLASSES	300.00
		<b>VENDOR TOTAL:</b>	<b>300.00</b>
		<b>DIVISION TOTAL:</b>	<b>309.72</b>
		<b>DEPARTMENT TOTAL:</b>	<b>309.72</b>
		<b>FUND TOTAL:</b>	<b>309.72</b>

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	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
1171-BIGHORN HYDRAULICS INC			
	53526	FITTINGS FOR SAND BLASTER WATER TRAP	2.42
	53710	FITTINGS FOR AIR HOSE ON SAND BLASTER	4.25
		<b>VENDOR TOTAL:</b>	<b>6.67</b>
1197-BORDER STATES ELECTRIC			
	53589	Backplate for Water Loadout Bulding	6.91
	53639	Switches and Enclosure for Water Loadout	25.13
		<b>VENDOR TOTAL:</b>	<b>32.04</b>
1877-FLYING COLORS			
	53650	SAND BLASTING MEDIA	12.75
		<b>VENDOR TOTAL:</b>	<b>12.75</b>
1947-GILLETTE WINNELSON COMPANY			
	53524	M-4 TRANSDUCER TUBING	27.00
	53525	PLUMBERS SANDCLOTH UNIT 103	19.30
	53753	MADISON STATION NEW 2" SERVICE	41.34
		<b>VENDOR TOTAL:</b>	<b>87.64</b>
66666-MISC P-CARD VENDOR			
	53445	REPAIR COATING FOR MADISON	29.00
	53446	PARTS FOR SOUTH LOAD OUT 2" LINE	13.28
	53494	OIL FOR OIL CHANGES - DONKEY CREEK AT MADISON	146.10
	53506	PARTS FOR SOUTH LOAD OUT 2" LINE	19.52
	53523	GRASS SEED AND FERTILIZER FOR VARIOUS LAWN REPLACE	125.36
	53579	PARTS FOR DONKEY CREEK COOLING STATION FOR ELECTRI	61.49
	53603	TRUCK STOCK FOR 119	32.55
	53604	PARTS FOR SOUTH WATER LOADOUT	33.56
	53607	PARTS FOR DRINKING WATER FOUNTAIN REINSTALL	24.17
	53608	FOR HANGING CABINETS	8.49
	53634	TRUCK FILL PARTS	135.09
	53635	PAINTING SUPPLIES FOR PS1 DOORS @ MADISON	29.93
	53675	NEW SPECIAL GASKET FOR ARV REBUILD AT PS2	30.70

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	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
66666-MISC P-CARD VENDOR			
	53689	SHIPPING FOR PACK #5	55.28
	53709	FOOD FOR CREW DURING MAINBREAK AT 104 STETSON DRIV	28.32
	53712	STRIPPING WHEELS FOR GRINDER	18.94
	53744	LIGHT BULBS FOR WELL HOUSES	17.96
		<b>VENDOR TOTAL:</b>	<b>809.74</b>
2037-POWDER RIVER OFFICE SUPPLY INC			
	53574	MAGNETS FOR WATER EMPLOYEE'S NEW DESKS AND LOCKERS	44.25
	53669	PAPER PRO STAPLER FOR DIANE	23.59
		<b>VENDOR TOTAL:</b>	<b>67.84</b>
2038-POWDER RIVER POWER			
	53740	PARTS FOR SOUTH LOAD OUT 2" LINE	22.66
		<b>VENDOR TOTAL:</b>	<b>22.66</b>
2123-RECORD SUPPLY INC NAPA			
	53527	WATER TRAP FOR SAND BLASTER	87.99
	53528	FLOOR DRY AND OIL ABSORBANT FOR PUMP STATION	236.02
	53711	BLOW GUN FOR SANDBLASTER	8.50
		<b>VENDOR TOTAL:</b>	<b>332.51</b>
3022-TACO JOHN'S & GOOD TIMES - GILLETTE			
	53430	HR TRAINING	18.00
		<b>VENDOR TOTAL:</b>	<b>18.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,389.85</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,389.85</b>
		<b>FUND TOTAL:</b>	<b>1,389.85</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
1065-ANIXTER INC			
	53402	TOOLS	95.63
	53509	SUBSTATION GATE GROUNDS	490.29
	53520	SHOP SUPPLIES	74.96
		<b>VENDOR TOTAL:</b>	<b>660.88</b>
2594-BOMGAARS SUPPLY			
	53451	TOOLS	130.31
	53457	F.R. SAFETY PANTS	109.98
	53636	F.R. SAFETY JEANS	194.97
	53651	F.R. SAFETY PANTS	360.96
		<b>VENDOR TOTAL:</b>	<b>796.22</b>
2829-BOOT BARN			
	53490	F.R. SAFETY PANTS	159.98
		<b>VENDOR TOTAL:</b>	<b>159.98</b>
1197-BORDER STATES ELECTRIC			
	53421	TOOLS	437.82
	53584	SHOP SUPPLIES	2.05
	53610	CHARTER BOOSTER MATERIAL	12.74
		<b>VENDOR TOTAL:</b>	<b>452.61</b>
1374-CHRIS SUPPLY COMPANY INC			
	53715	ES - BOXELDER SUB STATION	46.80
		<b>VENDOR TOTAL:</b>	<b>46.80</b>
1716-EDGE CONSTRUCTION SUPPLY			
	53422	TOOLS	69.84
	53637	SHOP SUPPLIES	101.28
	53716	SHOP SUPPLIES	67.80
		<b>VENDOR TOTAL:</b>	<b>238.92</b>
1848-FASTENAL COMPANY			
	53460	SHOP SUPPLIES	18.58
	53563	SHOP SUPPLIES	38.01

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
1848-FASTENAL COMPANY			
	53745	SHOP SUPPLIES	14.31
		<b>VENDOR TOTAL:</b>	<b>70.90</b>
66666-MISC P-CARD VENDOR			
	53420	BUDGET INN TRANSFORMER	51.26
	53447	POSTAGE	26.21
	53448	BLOCKS FOR BUDGET INN	47.70
	53472	NITROGEN BOTTLE	107.02
	53529	SHOP SUPPLIES	29.97
	53530	TOOLS	9.99
	53558	TOOLS	52.56
	53559	SHOP SUPPLIES	7.14
	53583	TOOLS	40.06
	53657	METER BASE COVERS	492.03
	53678	GILLETTE AVENUE BANNERS	11.46
	53679	GILLETTE AVENUE BANNERS	51.50
	53693	SHOP SUPPLIES	143.81
	53694	SHOP SUPPLIES	21.92
	53697	TOOLS	34.70
	53698	GILLETTE AVENUE BANNERS	4.40
	53714	TOOLS	159.34
	53756	SHOP SUPPLIES	119.94
		<b>VENDOR TOTAL:</b>	<b>1,411.01</b>
1482-NEWS RECORD			
	53575	NEWS RECORD ANNUAL SUBSCRIPTION	125.00
		<b>VENDOR TOTAL:</b>	<b>125.00</b>

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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
2123-RECORD SUPPLY INC NAPA			
	53449	TOOLS	210.57
	53450	TOOLS	47.44
	53656	CAMPLEX J-BOX MATERIAL	21.99
	53755	CAM-PLEX RV PARK J-BOX MATERIAL	21.99
	53757	TOOLS	20.04
		<b>VENDOR TOTAL:</b>	<b>322.03</b>
2401-WYOMING WORK WAREHOUSE INC			
	53582	STEEL TOE BOOTS	140.39
	53617	F.R. SAFETY PANTS	229.47
	53767	F.R. SAFETY PANTS	314.95
		<b>VENDOR TOTAL:</b>	<b>684.81</b>
		<b>DIVISION TOTAL:</b>	<b>4,969.16</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,969.16</b>
		<b>FUND TOTAL:</b>	<b>4,969.16</b>

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



	Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>			
<b>70-UTILITIES</b>			
<b>75-SEWER</b>			
2594-BOMGAARS SUPPLY			
	53545	SHOVEL FOR SCREEN	19.99
		<b>VENDOR TOTAL:</b>	<b>19.99</b>
1197-BORDER STATES ELECTRIC			
	53392	WWTF - PLANT MAINT	20.32
	53738	WWTF - FUSES FOR NEW DAF VALVE POWER SUPPLY	9.40
		<b>VENDOR TOTAL:</b>	<b>29.72</b>
1716-EDGE CONSTRUCTION SUPPLY			
	53393	UNIT 58 ELECTRICAL CLEANER FOR CABLE THAT CAME APA	13.90
		<b>VENDOR TOTAL:</b>	<b>13.90</b>
1818-ENVIRONMENTAL RESOURCE ASSOCIATION			
	53488	QUALITY CONTROL SAMPLES FOR LAB	446.92
		<b>VENDOR TOTAL:</b>	<b>446.92</b>
66666-MISC P-CARD VENDOR			
	53381	WOOD FOR VACTOR DRIVING ON SIDE WALKS	90.48
	53489	PARTS FOR IRRIGATING THE HILL SIDE AT THE PLANT	178.65
	53496	SEALANT FOR WATER LEAK AND TOOL FOR APPLYING SEALA	11.98
	53510	IRRIGATION PARTS FOR THE PLANT	13.30
	53531	ANCHORS AND HOOK FOR HANGING FIRE EXTINGUISHERS; P	22.38
	53580	PROTECTIVE GLOVES FOR THE LAB AND CHEMICAL FOR LAB	327.36
	53611	SNAP RINGS FOR FLAG AT PLANT, VARIOUS PARTS FOR AC	15.25
	53629	SOLENOID FOR SYSTEM	171.72
	53630	GRINDING WHEEL FOR HERITAGE LIFT STATION	36.37
	53631	REFUND FOR PRICE MATCH ON SOLENOID	-28.07
	53646	CAKE & ICE CREAM FOR SAM EDLUND'S (WW) RETIREMENT	49.95
	53648	PRESSURE SWITCH FOR FERRIC CHLORIDE SYSTEM P1615	159.00
	53649	WWTF - CENTRIFUGE VENT FAN MOTOR	321.44
	53672	MICROFIBER TOWELS; CANNED AIR AND THREADLOCK-UNIT	20.40
	53673	GRAPHITE SPRAY AND DAWN LENS CLEANER	12.51
	53684	TOOLS FOR THE PLANT	110.51

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



	Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>			
<b>70-UTILITIES</b>			
<b>75-SEWER</b>			
6666-MISC P-CARD VENDOR			
	53688	FILTERS FOR TOTAL SUSPENDED SOLIDS TEST	380.00
	53704	IRRIGATION TIMER FOR PLANT	193.52
	53708	WWTF - DAF CONTROL VALVE POWER SUPPLY	323.87
	53723	Machine Screws For WWTF	2.36
	53752	AEROSOL CAN DISPOSAL SYSTEM FOR PLANT	655.04
	53768	GAUGE GUARD FOR P1615	109.64
		<b>VENDOR TOTAL:</b>	<b>3,177.66</b>
2123-RECORD SUPPLY INC NAPA			
	53658	ANTI-FREEZE PUMP FOR 55 GALLON DRUM	59.32
	53682	UNIT 58 CAMERA; WATER HOSE NOZZLE	12.02
	53695	BATTERY FOR GENIE LIFT	89.65
		<b>VENDOR TOTAL:</b>	<b>160.99</b>
2385-WYOMING MACHINERY CO			
	53403	AIR FILTER FOR EG-1201	120.99
		<b>VENDOR TOTAL:</b>	<b>120.99</b>
		<b>DIVISION TOTAL:</b>	<b>3,970.17</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,970.17</b>
		<b>FUND TOTAL:</b>	<b>3,970.17</b>

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



	Invoice Number	Invoice Description	Amount
<b>601-CITY WEST FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>39-CITY WEST BUILDING MAINT</b>			
66666-MISC P-CARD VENDOR			
	53373	WO #21673 CITY WEST REMODEL	131.70
	53454	WO #21673 CITY WEST REMODEL	154.45
	53455	WO #21673 CITY WEST REMODEL	15.88
	53456	WO #21673 CITY WEST REMODEL	22.46
	53511	CITY WEST REMODEL - ELECTRICAL'S BENCH	35.99
	53533	WO #21673 CITY WEST REMODEL	57.22
	53534	WO #21673 CITY WEST REMODEL	19.32
	53562	WO #21673 CITY WEST REMODEL	24.75
	53717	WO #29730 PAINT & PATCH HOLES IN OLD OFFICES - ELE	61.42
	53746	WO #21673 CITY WEST REMODEL	9.54
	53759	WO #21673 CITY WEST REMODEL	23.73
		<b>VENDOR TOTAL:</b>	<b>556.46</b>
1786-SHERWIN WILLIAMS			
	53696	WO #29730 PAINT & PATCH HOLES IN OLD OFFICES - ELE	147.90
		<b>VENDOR TOTAL:</b>	<b>147.90</b>
		<b>DIVISION TOTAL:</b>	<b>704.36</b>
		<b>DEPARTMENT TOTAL:</b>	<b>704.36</b>
		<b>FUND TOTAL:</b>	<b>704.36</b>

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
1171-BIGHORN HYDRAULICS INC			
	53661	WO #28572 UNIT 88 COUPLER	26.74
		<b>VENDOR TOTAL:</b>	<b>26.74</b>
1374-CHRIS SUPPLY COMPANY INC			
	53461	WO #28461 PD25 BATTERY REAR SYSTEM	214.31
		<b>VENDOR TOTAL:</b>	<b>214.31</b>
1525-CUMMINS ROCKY MOUNTAIN INC			
	53387	STOCK PARTS	23.00
	53463	STOCK PARTS	235.50
	53464	WO #28758 UNIT 160008 PRESSURE SENSOR	120.88
	53763	WO #29539 UNIT 53 MAP & BARROW SENSORS	84.31
	53764	WO #29539 UNIT 53 DEF FILTER	59.36
	53765	WO #29839 UNIT 160 PRESSURE SENSOR	143.00
	53766	WO #29839 UNIT 160 MAP SENSOR	49.87
		<b>VENDOR TOTAL:</b>	<b>715.92</b>
1893-DARRYL ANDRSON ENT INC			
	53426	FRANKS ALIGNMENT - WO #28272 PD42 4-WHEEL ALIGNMEN	68.00
		<b>VENDOR TOTAL:</b>	<b>68.00</b>
1646-DRIVE TRAIN INDUSTRIES			
	53537	STOCK PARTS	25.68
	53553	WO #28844 UNIT 730W39 WHEEL CHOCK	54.00
	53593	WO #28573 UNIT 88 TUBING TEE & UNION	25.70
	53619	WO #28574 UNIT 88 SLACK ADJUSTER	399.76
	53620	WO #28574 UNIT 88 SLACK ADJUSTER	333.64
	53621	WO #28574 UNIT 88 CREDIT ON SLACK ADJUSTER INVOICE	-399.76
		<b>VENDOR TOTAL:</b>	<b>439.02</b>
1848-FASTENAL COMPANY			
	53462	WO #28537 UNIT 21 BOLT	5.74
	53680	UNIT 11 LOCK NUTS	9.93
		<b>VENDOR TOTAL:</b>	<b>15.67</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
1953-GLOBAL HEAT TRANSFER OF WYOMING INC			
	53515	WO #28513 UNIT 112 RADIATOR REPAIR	163.20
		<b>VENDOR TOTAL:</b>	<b>163.20</b>
1841-JACKS HEAVY EQUIPMENT			
	53728	UNIT P191 SENSOR	95.26
	53729	WO #29631 UNIT 11 WINDOW REGULATOR	308.84
		<b>VENDOR TOTAL:</b>	<b>404.10</b>
66666-MISC P-CARD VENDOR			
	53385	WO #28083 UNIT 166 FITTINGS TO REPAIR MOWER	3.20
	53386	WO #28083 UNIT 166 FITTINGS TO REPAIR MOWER	4.00
	53388	STOCK PARTS	163.20
	53399	UNIT 159 FUEL EXPENSE	27.64
	53405	WO #27287 PD22 PAINT & REPLACE HINGES ON DRIVER'S	1,071.11
	53407	STOCK PARTS	798.88
	53443	UNIT 159 FUEL EXPENSE	29.00
	53465	WO #28537 UNIT 21 U-JOINTS	162.08
	53467	WO #26741 PD34 CHARGES TO SHIP DVR BACK TO US	11.89
	53501	ALL FLEET PARTS	1,621.77
	53544	WO #27511 UNIT 80 REPLACE LOW & HIGH PRESSURE FUEL	3,642.25
	53547	UNIT 80 FUEL EXPENSE	48.15
	53550	PD12 FUEL EXPENSE	37.67
	53591	STOCK PARTS	445.08
	53594	WO #29017 UNIT 46 TIRE REPAIR	93.60
	53595	WO #29110 UNIT 97 NEW TIRE	81.57
	53702	WO #29615 UNIT 510P82 CAM GEAR	13.99
	53707	UNIT 122 FUEL EXPENSE	43.00
	53726	WO #29574 UNIT 510P37 TIRE & RIM	157.36
	53727	WO #29721 UNIT 27 FLAT TIRE REPAIR	42.00
	53742	WO #29755 UNIT 11 TIRE REPAIR	42.00

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
66666-MISC P-CARD VENDOR			
	53762	WO #29110 UNIT 97 KILL CONTROL CABLE, BALL JOINT +	102.20
		<b>VENDOR TOTAL:</b>	<b>8,641.64</b>
2038-POWDER RIVER POWER			
	53502	WO #26312 UNIT 30 HYDRAULIC FITTING	31.15
	53516	WO #28260 UNIT 110 HYD SYSTEMS REPAIR	20.09
	53592	WO #28573 UNIT 88 PLASTIC TUBING	11.60
	53687	WO #29640 UNIT 160 HYDRAULIC HOSES/FITTINGS	130.43
	53725	WO #29635 UNIT 150193 HYD SYSTEMS REPAIR	108.37
	53731	WO #29706 UNIT 160 HYDRAULIC HOSE	38.01
		<b>VENDOR TOTAL:</b>	<b>339.65</b>
2123-RECORD SUPPLY INC NAPA			
	53518	ALL FLEET PARTS	2,317.24
		<b>VENDOR TOTAL:</b>	<b>2,317.24</b>
2315-THUNDER BASIN FORD LLC			
	53383	WO #28139 PD14 COOLANT TANK ASSY. & CAP	60.69
	53384	WO #28234 PD57 FUEL PUMP WITH SENDER	246.81
	53428	WO #28234 PD57 FUEL PUMP DRIVER MODULE + FREIGHT	62.40
	53640	WO #29234 UNIT 80 SEAT BELT & BUCKLE ASSY.	198.17
		<b>VENDOR TOTAL:</b>	<b>568.07</b>
2320-TITAN MACHINERY INC			
	53500	WO #28537 UNIT 21 O-RING, SCREW & DISC	293.96
	53662	WO #29424 UNIT 117 CAB FILTER	55.50
	53749	STOCK PARTS	986.74
		<b>VENDOR TOTAL:</b>	<b>1,336.20</b>
2309-WHITE'S FRONTIER MOTORS			
	53382	WO #28401 PD38 ENGINE OIL COOLER LINES	468.24
	53427	WO #28432 PD41 TRANS SHIFT CABLE LOWER	42.68

**Expenditure Approval Report**  
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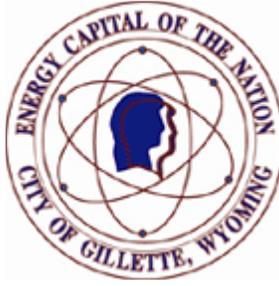


	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
2309-WHITE'S FRONTIER MOTORS			
	53466	WO #28414 UNIT 135 FRONT ABS SENSORS	72.68
	53491	WO #28414 UNIT 135 FRONT WHEEL BEARING HUB ASSEMBL	336.15
	53517	WO #29031 TURN SIGNAL SWITCH	288.24
	53590	WO #29051 PD9 EMERGENCY REAR FLASHER MODULE	258.17
	53739	WO #29587 PD45 FUEL PUMP MODULE, LEFT MOTOR MOUNT	389.23
		<b>VENDOR TOTAL:</b>	<b>1,855.39</b>
		<b>DIVISION TOTAL:</b>	<b>17,105.15</b>
<b>37-VEHICLE REPLACEMENT</b>			
66666-MISC P-CARD VENDOR			
	53406	TRIMMERS: 51P195, 51P196, 51P197 & 51P198	1,476.00
		<b>VENDOR TOTAL:</b>	<b>1,476.00</b>
1801-SIGNBOSS LLC			
	53568	WO #17600 NEW UNIT SETUP FOR 160445	898.54
	53569	WO #17597 NEW UNIT SETUP 160427	953.88
		<b>VENDOR TOTAL:</b>	<b>1,852.42</b>
		<b>DIVISION TOTAL:</b>	<b>3,328.42</b>
		<b>DEPARTMENT TOTAL:</b>	<b>20,433.57</b>
		<b>FUND TOTAL:</b>	<b>20,433.57</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>702-LIABILITY INSURANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>38-LIABILITY INSURANCE</b>			
	66666-MISC P-CARD VENDOR		
	53730	WO #29646 PD4 REPAIR DENT IN LEFT DOOR	776.92
		<b>VENDOR TOTAL:</b>	<b>776.92</b>
		<b>DIVISION TOTAL:</b>	<b>776.92</b>
		<b>DEPARTMENT TOTAL:</b>	<b>776.92</b>
		<b>FUND TOTAL:</b>	<b>776.92</b>
		<b>GRAND TOTAL:</b>	<b>54,332.88</b>



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

**SUBJECT:**

Council Member Carsrud - \$149.49

**BACKGROUND:**

Gillette Winnelson - \$27.00 - M-4 Transducer Tubing  
Gillette Winnelson - \$19.30 - Plumbers Sandcloth Unit 103  
Gillette Winnelson - \$41.34 - Madison Station New 2" Service  
Gillette Winnelson - \$35.94 - Items for Plumbing  
Gillette Winnelson - \$16.31 - Plumbing Items  
Gillette Winnelson - \$17.24 - Plumbing Items  
Gillette Winnelson - (\$7.64) - Credit for Double Payment

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of the conflict claims for Council Member Carsrud.

**STAFF REFERENCE:**

Tom Pitlick, Finance Director

**ATTACHMENTS:**

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[Conflict Claims](#)

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



		Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>				
<b>70-UTILITIES</b>				
<b>73-WATER</b>				
1947-GILLETTE WINNELSON COMPANY				
		53524	M-4 TRANSDUCER TUBING	27.00
		53525	PLUMBERS SANDCLOTH UNIT 103	19.30
		53753	MADISON STATION NEW 2" SERVICE	41.34
			<b>VENDOR TOTAL:</b>	<b>87.64</b>
			<b>DIVISION TOTAL:</b>	<b>87.64</b>
			<b>DEPARTMENT TOTAL:</b>	<b>87.64</b>
			<b>FUND TOTAL:</b>	<b>87.64</b>
			<b>GRAND TOTAL:</b>	<b>87.64</b>

**Expenditure Approval Report**  
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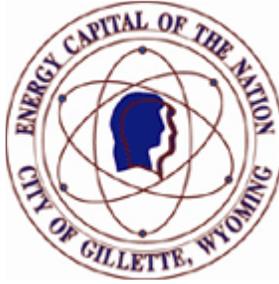


	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>33-MAINT OF CITY BUILDINGS</b>			
1947-GILLETTE WINNELSON COMPANY			
	54029	ITEMS FOR PLUMBING	35.94
	54030	PUMBING ITEMS	16.31
	54031	PLUMBING ITEMS	17.24
		<b>VENDOR TOTAL:</b>	<b>69.49</b>
		<b>DIVISION TOTAL:</b>	<b>69.49</b>
		<b>DEPARTMENT TOTAL:</b>	<b>69.49</b>
		<b>FUND TOTAL:</b>	<b>69.49</b>

**Expenditure Approval Report**  
**Check Approval Date of 09/06/2016**



	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
30-ADMINISTRATIVE SERVICES			
39-CITY WEST BUILDING MAINT			
1947-GILLETTE WINNELSON COMPANY			
	54032	CREDIT	-7.64
		<b>VENDOR TOTAL:</b>	<b>-7.64</b>
		<b>DIVISION TOTAL:</b>	<b>-7.64</b>
		<b>DEPARTMENT TOTAL:</b>	<b>-7.64</b>
		<b>FUND TOTAL:</b>	<b>-7.64</b>
		<b>GRAND TOTAL:</b>	<b>61.85</b>



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**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Mayor Carter-King - \$1,707.97

**BACKGROUND:**

Powder River Office Supply - \$1,707.97 - Office Supplies

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of the conflict claims for Mayor Carter-King.

**STAFF REFERENCE:**

Tom Pitlick, Finance Director

**ATTACHMENTS:**

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[Conflict Claims](#)

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>02-ADMINISTRATION</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53499	POWDER RIVER OFFICE SUPPL	9.99
	53660	POWDER RIVER OFFICE SUPPL	34.98
		<b>VENDOR TOTAL:</b>	<b>44.97</b>
		<b>DIVISION TOTAL:</b>	<b>44.97</b>
		<b>DEPARTMENT TOTAL:</b>	<b>44.97</b>
<b>15-ATTORNEY</b>			
<b>15-ATTORNEY</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53471	BINDER CLIPS, PRONG FASTENERS, FOLDERS	52.20
	53542	BINDERS	9.98
		<b>VENDOR TOTAL:</b>	<b>62.18</b>
		<b>DIVISION TOTAL:</b>	<b>62.18</b>
		<b>DEPARTMENT TOTAL:</b>	<b>62.18</b>
<b>20-HUMAN RESOURCES</b>			
<b>20-HUMAN RESOURCES</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53512	POWDER RIVER OFFICE SUPPL-STAPLES	7.64
	53659	POWDER RIVER OFFICE SUPPL-FILE FOLDERS, POST IT NO	90.40
		<b>VENDOR TOTAL:</b>	<b>98.04</b>
		<b>DIVISION TOTAL:</b>	<b>98.04</b>
		<b>DEPARTMENT TOTAL:</b>	<b>98.04</b>
<b>25-FINANCE</b>			
<b>25-FINANCE</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53468	PAPER	19.30
		<b>VENDOR TOTAL:</b>	<b>19.30</b>
		<b>DIVISION TOTAL:</b>	<b>19.30</b>
		<b>DEPARTMENT TOTAL:</b>	<b>19.30</b>

**Expenditure Approval Report**  
**Check Approval Date of 07/31/2016**



Invoice Number		Invoice Description	Amount
<b>60-ENGINEERING &amp; DEV SERVICES</b>			
<b>60-ENGINEERING</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
53573		OFFICE SUPPLIES - HANGING FILE TABS	2.11
53645		OFFICE SUPPLIES - FILE FOLDER LABELS	3.77
<b>VENDOR TOTAL:</b>			<b>5.88</b>
<b>DIVISION TOTAL:</b>			<b>5.88</b>
<b>DEPARTMENT TOTAL:</b>			<b>5.88</b>
<b>FUND TOTAL:</b>			<b>230.37</b>
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
2037-POWDER RIVER OFFICE SUPPLY INC			
53574		MAGNETS FOR WATER EMPLOYEE'S NEW DESKS AND LOCKERS	44.25
53669		PAPER PRO STAPLER FOR DIANE	23.59
<b>VENDOR TOTAL:</b>			<b>67.84</b>
<b>DIVISION TOTAL:</b>			<b>67.84</b>
<b>DEPARTMENT TOTAL:</b>			<b>67.84</b>
<b>FUND TOTAL:</b>			<b>67.84</b>
<b>GRAND TOTAL:</b>			<b>298.21</b>

**Expenditure Approval Report**  
**Check Approval Date of 09/06/2016**

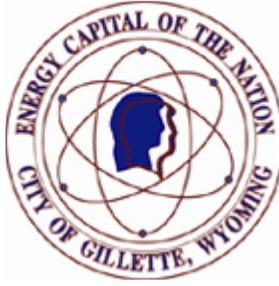


	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54261	OS INVENTORY	1,352.98
		<b>VENDOR TOTAL:</b>	<b>1,352.98</b>
		<b>DIVISION TOTAL:</b>	<b>1,352.98</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,352.98</b>

**Expenditure Approval Report**  
**Check Approval Date of 09/06/2016**



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
63-PLANNING			
2037-POWDER RIVER OFFICE SUPPLY INC			
	53857	LETTER HOLDER	56.78
		<b>VENDOR TOTAL:</b>	<b>56.78</b>
		<b>DIVISION TOTAL:</b>	<b>56.78</b>
		<b>DEPARTMENT TOTAL:</b>	<b>56.78</b>
		<b>FUND TOTAL:</b>	<b>1,409.76</b>
		<b>GRAND TOTAL:</b>	<b>1,409.76</b>



CITY OF GILLETTE  
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CITY OF GILLETTE

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**DATE:** 9/6/2016 7:00:00 PM

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**SUBJECT:**

Years of Service  
~ Charlie Anderson, City Attorney - 20 years

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

J. Carter Napier, City Administrator

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



CITY OF GILLETTE  
P.O. Box 3003  
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Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

---

**SUBJECT:**

Recognition of the Gillette Historical Society and Gillette Main Street  
~ 125th Anniversary Celebration

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

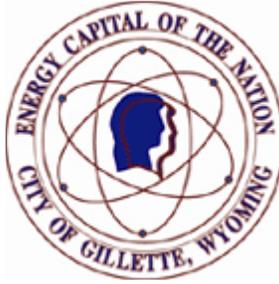
**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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**DATE:** 9/6/2016 7:00:00 PM

---

**SUBJECT:**

For the Good of the Community Video

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Geno Palazzari, Communications Manager

**ATTACHMENTS:**

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**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

An Ordinance Amending and Revising Chapter 17, Section 2(b) and 2(c) of the Gillette City Code Regarding Utility Deposits for Electrical Customers.

**BACKGROUND:**

This ordinance has been prepared to amend sections (b) and (c) of section 17-2 of the Gillette City Code concerning utility meter deposits. The amendment to section (b) concerns the method that is used to verify a new customer's credit history. The current language reflects a procedure in which a customer would furnish a letter from a prior utility showing that, "within the last 12 months they had a utility payment history of no more than two (2) late payments, no insufficient funds checks, no non-pay disconnects and that their final bill was paid on time." The new language provides that the same credit history will be verified through an on-line credit service, which is the system used by the customer service division, since it is more efficient and yields accurate information. The amendment to section (c) ends the policy of paying interest on electrical meter deposits. In the current economy, the deposits earn essentially no real interest and cost the City money to calculate. This ordinance was enacted originally to provide for interest at a time when interest rates were substantially more than they are today. The change will fully impact accounts established after October 1, 2016. Accounts established before October 1, 2016 will be refunded with simple interest for the preceding year, but will no longer earn interest after that time. No existing deposit accounts will lose any accumulated interest, but will not earn any additional interest after October 1, 2016.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the Approval of an Ordinance Amending and Revising Chapter 17, Section 2(b) and 2(b) of the Gillette City Code Regarding Utility Deposits for Electrical Customers.

**STAFF REFERENCE:**

Charlie Anderson, City Attorney

**ATTACHMENTS:**

Click to download

- [new deposit ordinance](#)
- [curent 17-2 GCC](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING AND REVISING CHAPTER 17, SECTION 2(b) and 2(c) OF  
THE GILLETTE CITY CODE REGARDING UTILITY DEPOSITS FOR ELECTRICAL  
CUSTOMERS

BE IT ORDANINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE,  
WYOMING:

Chapter 17, Section 2(b) and 2(c) of the Gillette City Code are amended and revised in whole to  
read as follows:

§17-2 Meter Deposits for Permanent and Temporary Service.

(b) New electrical customers shall have their credit verified through an on-line credit  
service to determine their utility payment history for the past twelve (12) months, and to  
determine if their utility payment history contains any reference to insufficient funds checks, no-  
pay disconnects, and that their final bill was paid on time. Upon successful completion of the  
verification, they may not be required to post a deposit as required in §17-2(a).

(c) Meter deposits shall be returned to customers who posted them after two (2) years  
if all City utility bills are paid on time. Effective October 1, 2016, meter deposits shall be  
refunded as follow: (1) Deposits posted before October 1, 2016 shall be refunded with simple  
interest at the same interest rate received by the City for its meter deposit account during the  
preceding year. This interest payment shall be calculated from the date of the initial deposit  
through September 30, 2016. After September 30, 2016 no further interest shall be paid on any  
electrical utility meter deposit; (2) Deposits posted on or after October 1, 2016 shall bear no  
interest, and the amount of the deposit to be returned to the customer shall not exceed the amount  
initially deposited with the City.

Meter deposits shall be used at the termination of service to cover any amounts owed the  
City by the customer. A customer receiving service at a new location must still pay any and all  
utility debts he may have accrued in the City before a new service may be started. A customer's  
utility bill shall include every location at which that customer receives utility service and shall  
include any amounts due from discontinued service locations. Any customer who has paid all  
his City utility bills for the last two years and has never failed to pay utility bills when due may  
commence new utility service without posting a new deposit.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)  
ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk  
Published: \_\_\_\_\_, 2016

DRAFT

§17- 2. Meter Deposits for Permanent and Temporary Service.

(a) All new electrical customers shall pay deposits before power may be supplied. All residential customers shall pay a deposit of \$200.00, and commercial account customer shall pay a deposit of \$400.00, except as provided in § 17-2 (b). ( Ord. 3100, 3-29-2000)

(b) New electrical customers who can provide a credit letter from their prior electric utility which shows that within the last twelve (12) months they had a utility payment history of no more than two (2) late payments, no insufficient funds checks, no non-pay disconnects and that their final bill was paid on time, shall not be required to post a deposit as required in §17-2(a).

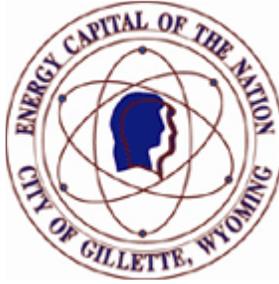
(c) Meter deposits shall be returned to the customers who posted them after two years if all City utility bills are paid on time, with simple interest at the same interest rate received by the City for its meter deposit account during the preceding year. Meter deposits shall be used at the termination of service to cover any amounts owed the City by the customer. A customer receiving service at a new location must still pay any and all utility debts he may have accrued in the City before a new service may be started. A customer's utility bill shall include every location at which that customer receives utility service and shall include any amounts due from discontinued service locations. Any customer who has paid all his City utility bills on time for at least two years and has never failed to pay utility bills when due may commence new utility service without posting a new deposit.( Ord. 1871, 1-4-93)

(d) In the case of rental property, the deposit shall be made either by the owner of the property, by his agent in his behalf, or by the party renting the property as they may agree. At the written request of the owner of the property, service will be rendered for periods in which the property is vacant only if the owner agrees to pay all utility charges incurred at the particular property up until such time as a deposit is filed by a new renter. In the event that service is to be discontinued as a result of the failure of the utility customer to pay the utility bills, notice of the impending disconnect shall be given to the owner if the owner has requested in writing that he be notified in the event his renter fails to pay utility bills. Service will be maintained only if the owner pays all the outstanding balance due.

(e) In the event that service is to be discontinued as a result of the failure of the customer to pay utility bills, the amount of the deposit may be increased up to an amount equal to 3 months bill.(Ord 1779; 1/07/91)

(f) Meter deposit refund checks which are not cashed by the individuals entitled to receive them within one year of their mailing by the City of Gillette, and unclaimed meter deposits for accounts that have been inactive over two years, shall be deposited in the general fund of the City of Gillette. (Ord 1813 11/04/91)

(g) Any person desiring temporary lighting and power service from the City during construction activities before permanent power is installed shall pay a deposit of \$50.00 for the meter to secure payment of electricity used. The person applying for temporary service shall pay for the electricity used at the Commercial rate according to §17-6(c), G.C.C. (Ord. 1311, 2-1-82; Ord.3497 , 7-2-2007).



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CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

**SUBJECT:**

Council Consideration of a Parade Permit for October 6th from 4:00 p.m. to 4:30 p.m. for the Homecoming Parade Celebration on Gillette Avenue, Beginning at 7th Street, North to 1st Street, Requested by the Campbell County High School Student Council.

**BACKGROUND:**

The Campbell County High School Student Council is requesting a parade permit for October 6th in order to celebrate Homecoming. The parade will line-up on 8th St. beginning at 3:30 p.m. The parade will begin at 4:00 p.m. at 7th Street, head north on Gillette Ave., and disperse on 1st Street.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Approval of a Parade Permit for the Homecoming Parade on October 6th from 4:00 p.m. to 4:30 p.m. on Gillette Avenue, Beginning at 7th Street, North to 1st Street, Requested by the Campbell County High School Student Council.

**STAFF REFERENCE:**

**MAP**

Pamela L. Boger, Administrative Services Director

**ATTACHMENTS:**

Click to download

[Application and Map](#)

# CITY OF GILLETTE

## PARADE PERMIT APPLICATION

Name: Campbell County High School Student Council

Phone No. 682-7247 307-257-4320 Lauren

Address: 1000 Camel Dr

Date of Parade: 10/6/16

Time: 4:00 a.m./(p.m.) TO 4:30 a.m./(p.m.)

Area for Parade: E 7th St North down Gillette ave to first st.

See map.

Purpose for Parade: Homecoming Celebration

Signature of Applicant: Lauren Haug

\*\*\*\*\*

### OFFICE USE ONLY

Emergency Group Notified

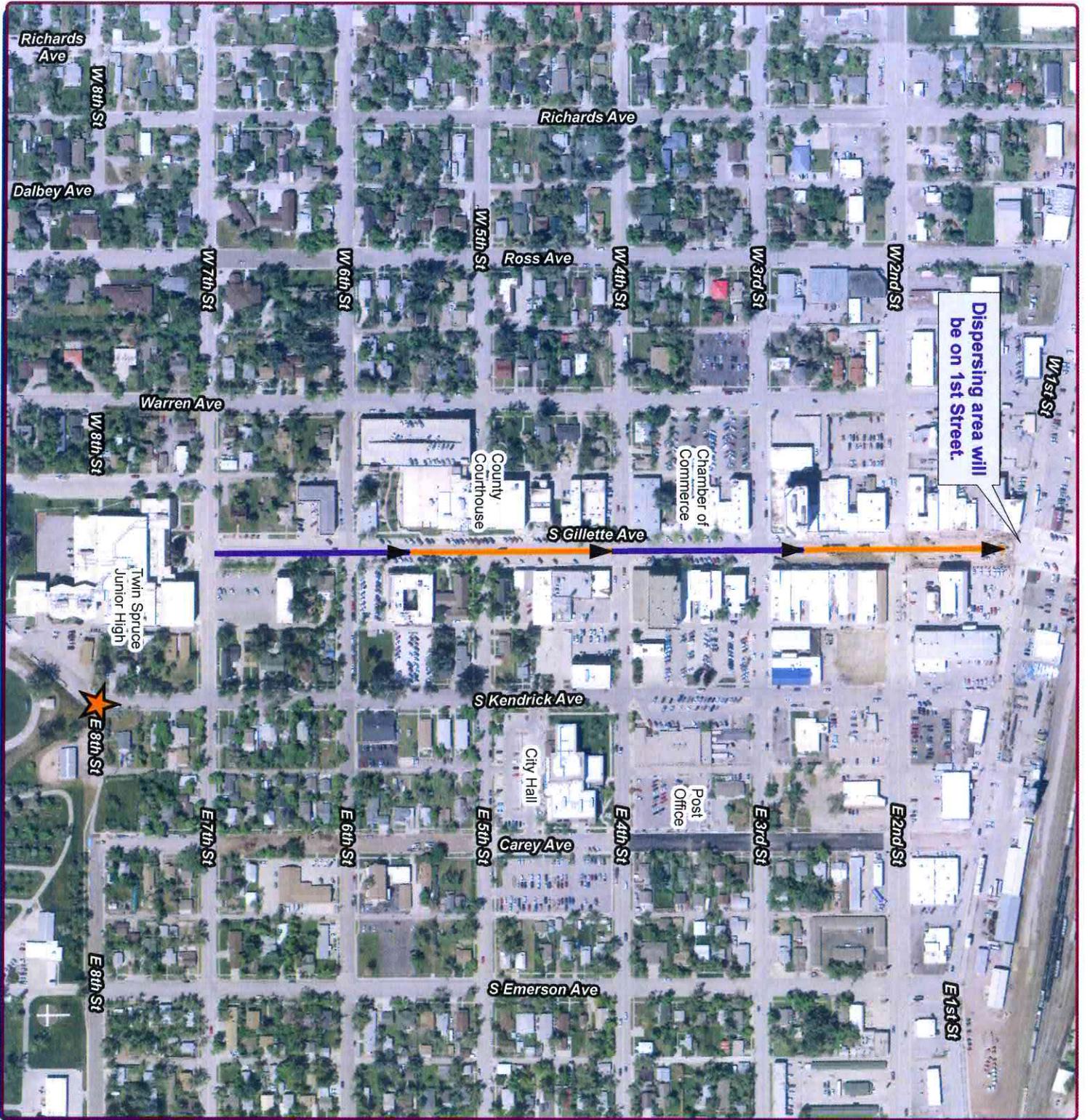
Date Notified: \_\_\_/\_\_\_/\_\_\_

Division	Signature	Date	Approved		Comments
			Yes	No	
Police		8/23/16	✓		
Engineering	<u>Kurt Sibenler</u>	8/23/16	✓		
Public Works		8/23/16	✓		
City Clerk	<u>Kabeloth</u>	8/23/16	✓		

Special Instructions: \_\_\_\_\_

City Council Approval Date: \_\_\_/\_\_\_/\_\_\_

City Council Denial Date: \_\_\_/\_\_\_/\_\_\_



Dispersing area will be on 1st Street.



THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

YGIS Work Administration  
Administrative Services City Clerk  
Parade Homecoming Parade St. Grand

0 175 350  
Feet

Homecoming Parade 2016  
August 23, 2016

Productivity Service With P.R.I.D.E.  
Responsibility Integrity Dedication Enthusiasm

**Legend**

 Staging Area

**CG**

*Camel Pride*



**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5864  
www.gillettewy.gov



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**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration to Reject the Bids Submitted for the Drop-Off Collection of Recyclable Materials, Project Number 17SW01.

**BACKGROUND:**

On August 3, 2016, bids were received and opened with regard to Project Number 17SW01, the Drop-Off Collection of Recyclable Materials. At the time of Advertising of the Bid and the Pre-Bid Meeting related to this project, the Campbell County Commissioners had not yet finalized the terms of the Campbell County Amalgamated Recycling Enterprise (CARE). The CARE summary provided on August 2, 2016, included restrictions on the nature and type of commercial quantity recycling, and imposed tipping fee of \$40/ton for recyclables, an annual fee for the City of Gillette, and a penalty provision for contaminated recyclables. In light of this additional information, the bids received and opened for the Drop-Off Collection of Recyclable Materials were non-responsive. Additionally, it would be fundamentally unfair to the bidders to accept a bid in light of the new information provided with regard to CARE, which could pose additional costs and burdens on a successful bidder. Pursuant to Wyoming Statute, the City of Gillette has the authority to reject all bids submitted with respect to this project. Staff's recommendation is to reject these bids with the intention of re-bidding this project with the new information provided by the Campbell County Commissioners for the CARE program.

**ACTUAL COST VS. BUDGET:**

N/A

**SUGGESTED MOTION:**

I Move to Reject the Bids Submitted for the Drop-Off Collection of Recyclable Materials, Project Number 17SW01.

**STAFF REFERENCE:**

Kendall Glover, Utilities Director

**ATTACHMENTS:**

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[Care Recycling Summary](#)



**OFFICE**

500 South Gillette Avenue  
Suite 1100  
Gillette, Wyoming 82716  
(307) 682-7283  
(307) 687-6325 FAX  
www.ccgov.net

Robert P. Palmer, Commissioners  
Administrative Director

**BOARD OF COMMISSIONERS**  
Garry G. Becker, M.D., Chairman  
Rusty Bell  
Micky Shober  
Mark A. Christensen  
G. Matthew Avery

**CARE RECYCLING SUMMARY**  
**Adopted Campbell County Board of Commissioners**  
**2 August 2016**

Campbell County Amalgamated Recycling Enterprise (CARE) hours of operation:

Monday — Friday 7:30 a.m. to 4:00 p.m. for residential and commercial drop off.

Saturday — 11:00 a.m. to 4:30 p.m. for residential only drop off

Delivery and deposit of eligible recycle materials will be consolidated to one County location, Building B on Westover Road. Building B and CARE will be staffed at all times. Any additional collection sites or curbside collection will be the responsibility of the City of Gillette or Town of Wright.

All eligible materials must be pre-sorted, clean, and dry when delivered, and must be placed in the respective designated bin or location for that commodity.

Definitions

"Residential Quantity" means recyclables delivered to Building B by individuals or non-profit groups for which no payment has or will be received for pickup/delivery. Quantities are generally smaller and must be placed in the respective designated recyclable bin or location by the individual or group.

"Commercial Quantity" means recyclables delivered by individuals or companies for which payment has or will be received for pickup/delivery: or, any recyclables that are dumped onto a tipping floor in Building A, Building B or the Recycle building, requiring additional labor by recycle staff.

Residential Quantity Recycling – will continue to be free at the CARE Center.

The County has identified seven (7) commodities initially eligible for Residential Quantity recycling drop off at Building B:

1. clean corrugated cardboard (up to 5% pasteboard i.e. cereal boxes/soft drink boxes, etc.)
2. aluminum cans
3. newspaper
4. office/copy paper (no shreds at this time)
5. mixed paper (phone books, magazines, junk mail, library and text books)
6. plastics, including #1 (water, sports drink and soft drink bottles only) / #2 natural (milk jugs) and / #2 colored (laundry detergent jugs, shampoo bottles, etc.). All plastics must be fully separated
7. tin cans

Commercial Quantity Recycling (beginning January 2, 2017, the a tipping fee of \$40/ton will be charged)

The County has identified three (3) commodities initially eligible for Commercial Quantity recycling drop off at our transfer station (Building A, Building B or Recycle building):

1. clean corrugated cardboard (up to 5% pasteboard i.e. cereal boxes/soft drink boxes, etc.)
2. office/copy white paper (no shreds at this time)
3. newspaper

FY 15/16 Actual Tons: Cardboard – 151

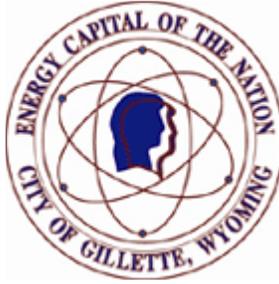
Newspaper - 283

Contaminated or wet Commercial Quantity recyclable loads discovered prior to dumping on the floor will be considered MSW and will incur the \$75/ton MSW tipping fee. If the load has been dumped on the floor and is found to be wet or contaminated, the tipping fee will increase to \$150/ton.

The City of Gillette will contribute \$10,000 per year to Campbell County to support the CARE program.

#### CARE Recycle Plan Footnotes -

- Residential Quantity recyclables (seven eligible items) will be accepted free at the CARE center beginning September 6, 2016
- Commercial Quantity recyclables (three eligible items) will be accepted free at the CARE center from September 6, 2016 until December 30, 2016
- ② Beginning January 2, 2017, Commercial Quantity recyclables (three eligible items) delivered to the CARE center will incur a \$40/ton tipping fee. This tipping fee applies to the City of Gillette, the Town of Wright and all other commercial carriers delivering eligible recyclables to the CARE center
- Commercial Quantity recyclables will incur a \$75/ton tipping fee if found to be contaminated **prior** to dumping on the floor, and \$150/ton if discovered **after** dumping on the floor
- ② The City of Gillette will pay Campbell County a \$10,000 annual fee to help support the CARE program. City will be invoiced \$5000 on January 2, 2017 and then \$10,000 annually, beginning July 1, 2017
- Once MSW operations move north, and should more eligible Commercial Quantity recyclables be added, the \$40/ton tipping fee will still only apply to the three initially eligible items (cardboard, office/copy paper and newspaper). All other eligible commodities can be tipped free *maybe July 2017*
- CARE Recycle Plan will be routinely evaluated, with any changes in funding to occur prior to the beginning of each fiscal year, during budget preparation



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**DATE:** 9/6/2016 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Sanitary Sewer Main Replacement Project with HDR Engineering, Inc., in the Amount of \$215,866.00 (1% Project).

**BACKGROUND:**

This contract will consist of design and bidding services to complete the 2016 Sanitary Sewer Main Replacement Project. The areas that have been identified and prioritized for this sanitary sewer main replacements are as follows:

1. Sanitary sewer main in the alley between 4-J and Rockpile from 4th to 5th.
2. Sanitary sewer main in the alley between Osborne and Emerson from 6th to 7th.
3. Sanitary sewer main in West Hog Eye from Wagonhammer to Jack Plane.
4. Sanitary sewer main in Juniper from Wagonhammer to South Gillette Avenue.
5. Sanitary sewer main in Redwood from South Gillette Avenue to Maple.
6. Sanitary sewer main in Birch from Drainage North to Redwood.
7. Sanitary sewer main in Shoshoni from Clemence to Dakota.
8. Sanitary sewer main West of Hwy. 59 from Sinclair to Sioux.

**ACTUAL COST VS. BUDGET:**

The cost for this Design and Bidding Professional Service Contract is \$215,866.00 which is 8.0% of the estimated construction cost of \$2,698,500.00 for the 2016 Sanitary Sewer Main Replacement Project. The contract will be funded from the 1% Optional Sales Tax Fund Account #201-10-05-419-70-47420, which has \$3,200,000.00 budgeted for this project.

**SUGGESTED MOTION:**

I Move for the Approval of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Sanitary Sewer Main Replacement Project with HDR Engineering, Inc., in the Amount of \$215,866.00 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO**

Kendall Glover, Utilities Director

**ATTACHMENTS:**

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[Agreement](#)

- [Exhibit A](#)
- [Exhibit B](#)
- [Exhibit C](#)
- [Exhibit G](#)
- [Exhibit I](#)
- [Exhibit K](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

As Modified by the Parties Hereto (all changes shown in redline/strike-out format)

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 6, 2016 ("Effective Date") between  
City of Gillette ("Owner") and  
HDR Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

17UT01 - 2016 Sanitary Sewer Main Replacement ("Project").

Engineer's services under this Agreement are generally identified as follows:

Design and Bidding assistance for existing Sanitary Sewer and Water Main Replacement Project

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 *Commencement***

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 *Time for Completion***

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 *Invoices***

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. After a disputed item has been settled, Engineer shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Reserved*

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used

by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety

precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or

derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall ~~each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause:
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed as a waiver of a subsequent breach of the same by the other party.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants,

together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ NOT INCLUDED
- E. ~~Exhibit E, Notice of Acceptability of Work.~~ NOT INCLUDED
- F. ~~Exhibit F, Reserved.~~ NOT INCLUDED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. ~~Exhibit J, Special Provisions.~~ NOT INCLUDED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gillette  
Signed: \_\_\_\_\_

By: Louise Carter -King

Title: Mayor

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

611 N. Exchange Ave.

P.O. Box 3003

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Steven Peterson, P.E.

Title: Utility Engineering Manager

Phone Number: 307-687-2531

Facsimile

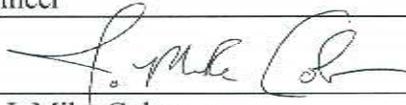
Number: \_\_\_\_\_

307-686-6564

E-Mail

Address: stevenp@gillettewy.gov

Engineer: HDR Engineer

Signed: 

By: J. Mike Coleman

Title: Sr. Vice President

Date Signed: \_\_\_\_\_

8-16-16

Engineer License or Firm's WY-E0004

Certificate No. \_\_\_\_\_

State of: Wyoming

Address for giving notices:

601 Metz Dr.

P.O. Box 457

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Heath Turbiville, P.E.

Title: Project Manager

Phone Number: 307-228-6018

Facsimile

Number: \_\_\_\_\_

307-228-6001

E-Mail

Address: heath.turbiville@hdrinc.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### ~~A1.01 Study and Report Phase~~

##### ~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish \_\_\_ review copies of the Report and any other deliverables to Owner within \_\_\_ calendar days of the Effective Date and review it with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

8. ~~Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

#### A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

1.0 Quality Control/Quality Assurance

2.0 Project Surveying for the following sections including topographic survey, setting project control, field survey, drafting and quality control checking:

- 2.01 Alley between 4-J and Rockpile from 4th to 5th
- 2.02 Alley between Osborne and Emerson from 6th to 7th
- 2.03 West Hogeeye from Wagonhammer to Jack Plane
- 2.04 Juniper from Wagonhammer to Gillette Avenue
- 2.05 Redwood from Gillette Avenue to Maple
- 2.06 Birch from drainage north to Redwood
- 2.07 Shoshoni from Clemence to Dakota
- 2.08 West of Hwy 59 from Sinclair to Sioux

3.0 Permits

- 3.01 WYDOT utility license for sewer installation within Hwy 59 Right of Way.

Assumptions:

1. HDR will prepare and provide application for this permit for approval by the City
2. HDR will submit the application on behalf of the City

4.0 Sanitary Sewer Preliminary Design including horizontal and vertical layout, invert calculations, preparation of plan and profile sheets, location of sewer services, details and utility coordination for the following sections:

- 4.01 Alley between 4-J and Rockpile from 4th to 5th
- 4.02 Alley between Osborne and Emerson from 6th to 7th
- 4.03 West Hogeeye from Wagonhammer to Jack Plane
- 4.04 Juniper from Wagonhammer to Gillette Avenue
- 4.05 Redwood from Gillette Avenue to Maple
- 4.06 Birch from drainage north to Redwood
- 4.07 Shoshoni from Clemence to Dakota
- 4.08 West of Hwy 59 from Sinclair to Sioux

5.0 Pavement and Concrete Replacement and surface restoration including design pavement sections, horizontal and vertical design of street and alley replacement areas, verification of removal and replacement areas for curb & gutter, sidewalks, ramps, valley pans, sod and landscaping replacement, slope paving replacement, preparation of plan sheets and details.

- 6.01 Alley between 4-J and Rockpile from 4th to 5th
- 6.02 Alley between Osborne and Emerson from 6th to 7th
- 6.03 West Hogeeye from Wagonhammer to Jack Plane
- 6.04 Juniper from Wagonhammer to Gillette Avenue
- 6.05 Redwood from Gillette Avenue to Maple
- 6.06 Birch from drainage north to Redwood
- 6.07 Shoshoni from Clemence to Dakota
- 6.08 West of Hwy 59 from Sinclair to Sioux

6.0 Calculate Quantities and Prepare Preliminary Cost Estimate

7.0 Project Manual

8.0 Review Meeting with Owner

- a) Preliminary design review (50%)

6. Project Overview: This project would replace existing sanitary sewer main in the alley between 4-J and Rockpile from 4th to 5th, alley between Osborne and Emerson from 6th to 7th, West Hogeeye from Wagon hammer to Jack Plane, Juniper from Wagon hammer to Gillette Avenue, Redwood from Gillette Avenue to Maple, Birch from drainage north to Redwood, Shoshoni from Clemence to Dakota, and West of Hwy 59 from Sinclair to Sioux. Included with this project would be the full width restoration of the pavement in the area disturbed by construction.

7. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 80 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
  8. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 35 calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

#### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  4. Perform or provide the following additional Final Design Phase tasks or deliverables:
    - 1.0 Quality Control/Quality Assurance
    - 2.0 Final Design
      - 2.01 Update project manual
      - 2.02 Update sanitary sewer plans
      - 2.03 Update pavement and concrete replacement plans
      - 2.04 Utility coordination
      - 2.05 Final cost estimate
      - 2.06 Prepare the Application for Permit to Construct
      - 2.07 Provide responses to Application for Permit to Construct comments

### 3.0 Review Meetings with Owner

#### 3.01 Final design/specifications review (90%)

5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
  6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, ~~if any, and receive and process contractor deposits or charges for the bidding documents.~~
  2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

#### 1.0 Bidding

- 1.01 Provide up to ten (10) sets of plans and Project Manuals to the OWNER for distribution to contractors. Provide each of the utility companies with a set of final design plans.
- 1.02 Arrange and conduct a pre-bid conference and site tour.
- 1.03 Confer with contractors and offer clarification on the project.
- 1.04 Prepare and issue addenda if necessary.
- 1.05 Attend the bid opening
- 1.06 Review the bids for completeness and acceptability. We will prepare a bid tabulation and make a recommendation on the award of the bid.
- 1.07 Prepare the Notice of Award and contract forms.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### ~~A1.05 Construction Phase~~

- ~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of~~

~~such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~

- ~~3. *Selecting Independent Testing Laboratory:*— Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:*— Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:*— Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:*— As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:*— In connection with observations of Contractor's Work while it is in progress:
  - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall~~~~

~~Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests,~~

and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. ~~*Disagreements between Owner and Contractor:*~~ Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. ~~*Applications for Payment:*~~ Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. ~~Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
  - b. ~~By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to~~

Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. ~~Contractor's Completion Documents:~~— Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
  17. ~~Substantial Completion:~~— Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. ~~Additional Tasks:~~ Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].
  19. ~~Final Notice of Acceptability of the Work:~~— Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- ~~B. Duration of Construction Phase:~~— The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- ~~C. Limitation of Responsibilities:~~— Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to

~~Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 Post-Construction Phase~~

~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
{Here list any such tasks or deliverables}~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. ~~Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
15. ~~Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
16. ~~Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~

17. ~~Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
18. ~~Preparation of operation and maintenance manuals.~~
19. ~~Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
20. ~~Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
21. ~~Assistance in connection with the adjusting of Project equipment and systems.~~
22. ~~Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
23. ~~Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record keeping.~~
24. ~~Overtime work requiring higher than regular rates.~~
25. ~~Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. ~~Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
  2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
  3. ~~Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
  4. ~~Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the~~

~~Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~

- ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Owner's Responsibilities**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: NONE.



5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. ~~The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.~~

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.00.
4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.~~

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

### **Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Traffic Counting Equipment	\$120.00	per hour
Survey/GPS Equipment	\$50.00	per hour
Robotic Total Station	\$50.00	per hour
Side-by-Side Utility Vehicle	\$25.00	per hour
Mileage	\$0.75	per mile
Copies:		
24" x 36" Mylar	\$15.00	each
Plots Bond	\$8.00	each
Plain Paper Copies	\$0.15	each
Plain Paper Copies 11" x 17"	\$0.25	each
Color 11" x 17" Copies	\$1.25	each

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add the percentage indicated in the contract agreement to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project. Technology Charges apply to each hour an employee works on the project.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Standard Hourly Rates Schedule**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

### *B. Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the below rates. These rates do not include Reimbursable Expenses or hourly billing rates for equipment as defined above.

<b><u>Description</u></b>	<b><u>Billing Rate</u></b>
Managing Principal	\$210.00
Sr. Project Manager	\$195.00
Project Manager	\$170.00
Engineer V	\$170.00
Engineer IV	\$155.00
Engineer III	\$135.00
Engineer II	\$120.00
Engineer I	\$105.00
ASME Disciplines	\$175.00
Engineering Technician III	\$115.00
Engineering Technician II	\$100.00
Engineering Technician I	\$90.00
Sr. Land Surveyor	\$145.00
Land Surveyor I	\$130.00
Survey Technician III	\$110.00
Survey Technician II	\$100.00
Survey Technician I	\$90.00
GIS Technician II	\$100.00
GIS Technician I	\$90.00

Cadd Technician IV	\$130.00
Cadd Technician III	\$110.00
Cadd Technician II	\$100.00
Cadd Technician I	\$90.00
Right of Way III	\$170.00
Right of Way II	\$155.00
Right of Way I	\$130.00
Environmental Scientist V	\$170.00
Environmental Scientist IV	\$155.00
Environmental Scientist III	\$135.00
Environmental Scientist II	\$120.00
Environmental Scientist I	\$105.00
Senior Construction Manager	\$170.00
Construction Manager	\$140.00
Construction Engineer	\$120.00
Construction Field Rep	\$90.00
Public Involvement III	\$140.00
Public Involvement II	\$110.00
Public Involvement I	\$90.00
Accountant/Bookkeeper	\$100.00
Admin Assistant	\$70.00

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Insurance**

---

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

I. By Engineer:

- |  |                                |
|--|--------------------------------|
| a. Workers' Compensation:  | Statutory                      |
| <del>b. Employer's Liability --</del>  |                                |
| <del>1) Each Accident:</del>   | <del>\$ <u>1,000,000</u></del> |
| <del>2) Disease, Policy Limit:</del>   | <del>\$ <u>1,000,000</u></del> |
| <del>3) Disease, Each Employee:</del>  | <del>\$ <u>1,000,000</u></del> |
| c. General Liability --  |                                |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$ <u>1,000,000</u>            |
| 2) General Aggregate:  | \$ <u>2,000,000</u>            |
| d. Excess or Umbrella Liability --   |                                |
| 1) Each Occurrence:  | \$ <u>1,000,000</u>            |
| 2) General Aggregate:  | \$ <u>1,000,000</u>            |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |                                |
| Each Accident  | \$ <u>1,000,000</u>            |
| f. Professional Liability --   |                                |
| 1) Each Claim Made   | \$ <u>1,000,000</u>            |
| 2) Annual Aggregate  | \$ <u>1,000,000</u>            |

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

3. By Owner:

a. Workers' Compensation:

Statutory

~~b. Employer's Liability --~~

~~1) Each Accident \_\_\_\_\_ \$ \_\_\_\_\_~~  
~~2) Disease, Policy Limit \_\_\_\_\_ \$ \_\_\_\_\_~~  
~~3) Disease, Each Employee \_\_\_\_\_ \$ \_\_\_\_\_~~

c. General Liability --

1) General Aggregate: \$2,000,000  
2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

d. Excess Umbrella Liability --

1) Each Occurrence: \$1,000,000  
2) General Aggregate: \$1,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: \$1,000,000

f. Other (specify):

\$5,000,000

B. *Additional Insureds:*

1. ~~The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. \_\_\_\_\_  
Engineer

b. \_\_\_\_\_  
Engineer's Consultant

e. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Dispute Resolution**

---

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by the American Arbitration Association. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Limitations of Liability**

---

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.
  
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. \_\_\_\_\_**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 6, 2016
- b. Owner: City of Gillette
- c. Engineer: HDR Engineering, Inc.
- d. Project: 17UT01 - 2016 Sanitary Sewer Main Replacement

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:  
City of Gillette

ENGINEER:  
HDR Engineering, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Utility Director

Title: Sr. Vice President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Water Main Replacement Project with Morrison-Maierle, Inc., in the Amount of \$216,451.00 (1% Project).

**BACKGROUND:**

This contract will consist of design and bidding services to complete the 2016 Water Main Replacement Project. The areas that have been identified and prioritized for this water main replacements are as follows:

1. Water main in E. Sunset Drive from E. Laramie to N. Gillette Avenue.
2. Water main in W. Sunset Drive from N. Gillette Avenue to West end.
3. Water main in E. Laramie from E. Sunset Drive to N. Gillette Avenue.
4. Water main in W. Laramie from N. Gillette Avenue to West end.
5. Water main West of N. Gillette Avenue from Warlow Drive to W. Laramie.

**ACTUAL COST VS. BUDGET:**

The cost for this Design and Bidding Professional Service Contract is \$216,451.00, which is 8.8% of the estimated construction cost of \$2,458,600.00 for the 2016 Water Main Replacement Project. The contract will be funded from the 1% Optional Sales Tax Fund Account #201-10-05-419-70-47410, which has \$2,800,000.00 budgeted for this project.

**SUGGESTED MOTION:**

I Move for the Approval of a Professional Services Agreement for Design and Bidding Services Associated with the 2016 Water Main Replacement Project with Morrison-Maierle, Inc., in the Amount of \$216,451.00 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO**

Kendall Glover, Utilities Director

**ATTACHMENTS:**

Click to download

- [Agreement](#)
- [Exhibit A](#)
- [Exhibit B](#)
- [Exhibit C](#)
- [Exhibit G](#)
- [Exhibit H](#)
- [Exhibit I](#)
- [Exhibit K](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 6, 2016 ("Effective date") between

City of Gillette, 201 East 5<sup>th</sup> Street, Gillette, WY 82718 ("Owner") and

Morrison-Maierle, Inc., 2200 Foothills Blvd, Suite A, Gillette, WY 82716 ("Engineer").

Owner intends to Replace the existing water mains in E. Sunset Drive from E. Laramie to N. Gillette Avenue, W. Sunset Drive from N. Gillette Avenue to the west end, E. Laramie from E. Sunset Drive to West of N. Gillette Avenue, and main paralleling N. Gillette Avenue to the west from Warlow Drive to W. Laramie Drive. Included with this project would be the full width restoration of the pavement in the area disturbed by construction. This is known as the "2016 Water Main Replacement Project". ("Project").

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth on specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

#### 6.02 *Design Without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of

the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from

any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall deliver the certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

- A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

- B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. **Payments Upon Termination.**

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no

dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by

registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
  1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to

[a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred

in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 13 pages.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of 4 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 8 pages.
- D. ~~Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of 5 pages. Not Used.~~
- E. ~~Exhibit E, “Notice of Acceptability of Work,” consisting of 2 pages. Not Used.~~
- F. ~~Exhibit F, “Construction Cost Limit,” consisting of \_\_\_\_\_ pages. Not Used~~
- G. Exhibit G, “Insurance,” consisting of 3 pages.
- H. Exhibit H, “Dispute Resolution,” consisting of 1 pages.
- I. Exhibit I, “Allocation of Risks,” consisting of 3 pages.
- J. ~~Exhibit J, “Special Provisions,” consisting of \_\_\_\_\_ pages. Not Used~~
- K. Exhibit K, “Amendment to Owner-Engineer Agreement,” consisting of 2 pages.

### 8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

The City of Gillette, Wyoming

By: Louise Carter-King

Title: Mayor

Date  
Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

201 E. 5<sup>th</sup> Street

P.O. Box 3003

Gillette, WY, 82717

Designated Representative (see Paragraph 8.03.A):

Steven Peterson, P.E.

Title: Utility Engineering Manager

Phone Number: (307) 687-2531

Facsimile Number: (307) 686-6564

E-Mail Address: stevenp@gillettewy.gov

Engineer:

Morrison-Maierle, Inc.

By: Carl J. Anderson, P.E.

Title: Vice President, Billings Office Manager

Date  
Signed: 8/16/16

Engineer License or Certificate No. 11129; 2007  
State of: Wyoming

Address for giving notices:

315 N. 25<sup>th</sup> Street

Suite 102

Billings, MT 59101

Designated Representative (see Paragraph 8.03.A):

Casey Hanson, P.E.

Title: Project Manager

Phone Number: (406) 237-1241

Facsimile Number: (406) 237-1201

E-Mail Address: chanson@m-m.net

This is EXHIBIT A, consisting of 13 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

## Engineer's Services

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A.1.01 Study and Report Phase*

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
2. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
3. ~~Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
4. ~~Identify and evaluate \_\_\_\_\_ alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
5. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
6. ~~Perform or provide the following additional Study and Report Phase tasks or deliverables:~~
7. ~~Furnish \_\_\_\_\_ review copies of the Report and any other deliverables to Owner within \_\_\_\_\_ calendar days of authorization to begin services and review it with Owner. Within \_\_\_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_\_\_ calendar days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

*A.1.02 Preliminary Design Phase*

- ~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~
  - ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
  - ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
  - ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
  - ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
  - ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
    - ~~1) None~~~~
  - ~~6. Furnish 4 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
  - ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 4 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A.1.03 *Final Design Phase*

- A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project. Upon Owner-issued Notice to Proceed~~ Engineer shall:
1. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  2. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute, and shall be coordinated with the City of Gillette standard specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  4. ~~Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
  5. Perform or provide the following additional Final Design Phase tasks or deliverables:
    - a) Prepare plans and specifications for:
      - 1) 4,000 linear feet of 8" and 12" water main replacement design of existing water mains in E. Sunset Drive from E. Laramie to N. Gillette Avenue, W. Sunset Drive from N. Gillette Avenue to the west end, E. Laramie from E. Sunset Drive to West of N. Gillette Avenue, and main paralleling N. Gillette Avenue to the west from Warlow Drive to W. Laramie Drive.
      - 2) Replacement of eight hydrants connecting them to the new water main,
      - 3) Change the connection of house services from the existing water main to the new water main. Existing curb stops do not need replaced,
      - 4) Coordinate tie-ins of new lines to existing lines,
      - 5) Design street replacement for approximately 3,200 LF of residential roadway. Existing curb and gutter would remain,

- 6) Specify replacement of 800 LF of alley gravel surfacing,
    - 7) Prepare and obtain City of Gillette Permit to Construct,
  - b) Perform geotechnical exploration and report documenting soil conditions for 7 holes to 10 feet deep, 3 proctors, and a surface restoration recommendation.
  - c) Supply seven (7) sets of 70% and 100% review documents to Owner.
  - d) Prepare and conduct 70%, and 100% design reviews with the Owner.
  - e) Prepare a cost estimates based on the 70% and 100% design documents.
  - f) Provide the 10 sets of bid documents referred to in 8) below to City of Gillette Purchasing Department (Purchasing). Coordinate with Purchasing during bid period.
6. ~~Final Design Documents shall be ready for review by Owner within 90 days of finalization of Preliminary Design documents or written notice to proceed from Owner.~~
7. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
8. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the bid documents are delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A.1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, ~~if any, and receive and process contractor deposits or charges for the Bidding Documents.~~
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
    - a) Prepare and conduct a pre-bid conference, record minutes of the meeting, and issue addenda if necessary.
    - b) Attend bid opening and assist Owner with bid opening process.
    - c) Review bid proposals received and provide a recommendation of award letter to the City of Gillette.
  6. Prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (~~except as may be required if Exhibit F is a part of this Agreement~~).

#### A.1.05 *Construction Phase*

- A. ~~Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~
1. ~~*General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act~~

on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. ~~*Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. Times/coverages for RPR work are discussed in 1.05.A.18.~~
3. ~~*Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
4. ~~*Pre-Construction Conference.* Organize and conduct a Pre-Construction Conference prior to commencement of Work at the Site.~~
5. ~~*Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
6. ~~*Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
7. ~~*Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
  - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - b. ~~The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract~~~~

~~Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal."* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's~~

~~review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~

- ~~14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
  - ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility~~~~

on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

~~16. Contractor's Completion Documents.~~ Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

~~17. Substantial Completion.~~ Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

~~18. Additional Tasks.~~ Perform or provide the following additional Construction Phase tasks or deliverables:

- ~~a) Assist Purchasing staff as necessary in preparing construction contracts.~~
- ~~b) Setup, prepare agenda for, run and record minutes for a pre-construction conference.~~
- ~~c) Setup, prepare agenda for, run and record minutes for bi-weekly construction meetings.~~
- ~~d) Provide 16 hours per week of Resident Project representative (RPR) time for a construction contract duration of 90 calendar days.~~
- ~~e) Provide testing of wet film thickness, dry film thickness, and observation of Contractor Holiday testing.~~

~~19. Final Notice of Acceptability of the Work.~~ Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

~~B. Duration of Construction Phase.~~ The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves

~~more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.~~

- C. ~~Limitation of Responsibilities.~~ Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### ~~A.1.06 Post-Construction Phase~~

- A. ~~Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:~~
- ~~1. Provide assistance in connection with the adjusting of Project equipment and systems.~~
  - ~~2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
  - ~~3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~
  - ~~4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.~~
  - ~~5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:~~

~~Complete record drawings and deliver 2 copies of 11x17 Mylar drawings and 1 electronic copy to the Owner.~~
  - ~~6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.~~
- B. ~~The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. ~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof other than any bid alternatives explicitly identified in Basic Services.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the original date for final completion of the Work.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. ~~Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
1. ~~Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~

- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the date stated in A1.05.B, or in excess of the times specified in A1.05.A.18.~~

E-500 Exhibit A.Sept 2004

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof

to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Geotechnical exploration and testing covered in Exhibit A will be performed by the Engineer. Any other testing, including further geotechnical testing is covered by this section.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. *No Hire.* ENGINEER and OWNER agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after the work of this Agreement is completed or this Agreement is terminated.
- R. *Jobsite Safety.* Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or the ENGINEER's Employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER's agreement with the Contractor shall require the Contractor to indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants from and against all claims arising out of or resulting from the performance of the Work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability Coverage, which, in addition to the Contractor's general liability insurance policy, shall name the OWNER, the ENGINEER, and the ENGINEER's subconsultants as insureds and which shall indemnify the OWNER, ENGINEER and the ENGINEER's subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.
- S. *Contingency.* The Owner and Engineer acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design and construction phases of the Project. As a result, unforeseen changes may cause the final construction and engineering costs of the Project to exceed the initial Project cost estimates for construction and engineering. The Owner agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project costs.

T. Perform or provide the following additional services:  
None

E-500 Exhibit B.Sept 2004

This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

## Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *C4.01 Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
  2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  3. The total compensation for services under Paragraph C4.01 is estimated to be \$216,451 based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>Ø</u>
b. Preliminary Design Phase	\$ <u>Ø</u>
c. Final Design Phase	\$ <u>209,511</u>
d. Bidding or Negotiating Phase	\$ <u>6,940</u>
e. Construction Phase	\$ <u>Ø</u>
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
  5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
  6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. ~~The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~
8. ~~Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.~~
9. ~~Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~

~~C4.02 Compensation For Resident Project Representative and Post Construction Basic Services~~

~~A. Owner shall pay Engineer for Resident Project Representative and Post Construction Basic Services as follows:~~

1. ~~Resident Project Representative Services.~~ For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:
  - a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
  - b. ~~Hourly Rate Plus Reimbursable Expenses.~~ Hourly rates for the Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
  - c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
  - d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

~~The total compensation under this paragraph is included in the total construction fee in C 4.01, A, 3, e.~~

2. ~~Post Construction Phase Services.~~ For ~~Post Construction Phase Services~~ under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for Engineer's post construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post Construction Phase Services.
- b. ~~Hourly Rate Plus Reimbursable Expenses.~~ Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$ \_\_\_\_\_, is included in the total construction fee in C4.01A.3.e.

#### C4.03 Compensation For Additional Services

A. Owner shall pay Engineer for Additional Services as follows:

- 1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.
- 2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the normal hourly rate (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.

#### C4.04 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings,

Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per hour of project labor.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### C4.05 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
  - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups/SUV/4WD	\$ .71/mile
highway miles - Sedans	\$ .581/mile
on-site mileage	\$ .581/mile plus \$5.00/hour
Private Vehicle	\$ .575/mile
ATV/Snowmobile	\$50.00/day
UTV	\$100.00/day
GPS (2 Receivers)	\$240.00/day
Total Station	\$80.00/day
Robotic Total Station	\$240.00/day
FARO Focus 3D X 130 Laser Scanner	\$50.00/hour, \$400.00/day
Nuclear Density Meter	\$10.00/hour, \$35.00/day
Airflow Balancing Hood	\$75.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month
PRINTING EXPENSES	
Black & White Copies	\$ .10/8.5x11, \$.20/11x17, \$.13/8.5x14
Color Copies	\$ .20/8.5x11, \$.40/11x17, \$.20/8.5x14
Binding	\$.25/each
Lamination	\$1.00/each
Cover Stock	\$.10/each
Acetate	\$.30/each
Tabs	\$.10/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each
Print, Machine & Laminate Black Board	\$35.00/each
Foam Board	\$3.50/each
Small View Binder	\$5.00/each
Large View Binder	\$10.00/each

**MISCELLANEOUS EXPENSE**

Lodging	Current Rates
Meals	\$40.00/day
Technology and Communications	\$6.00 per labor hour

Materials and other direct costs will be invoiced at current rates plus a 10% handling fee. Included as direct costs are the following:

- \* Approved employee meals, lodging, transportation
- \* Premium delivery service (UPS, Federal Express, etc.)
- \* Testing supplies
- \* Premiums for Special Insurance, Performance Bonds, etc.
- \* Other out-of-pocket expenses
- \* Consultants

The cost of professional liability insurance coverage is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Standard Hourly Rates Schedule**

### A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. ~~The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~

### B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

			Standard Rate	Overtime Rate
Professional Services	Principal	Principal	202.00	202.00
	Engineer	Supervising Engineer III	189.00	189.00
		Supervising Engineer II	179.00	179.00
		Supervising Engineer I	168.00	168.00
		Senior Engineer II	155.00	155.00
		Senior Engineer I	141.00	141.00
		Design Engineer II	130.00	130.00
		Design Engineer I	119.00	119.00
		Engineer Intern II	106.00	106.00
		Engineer Intern I	95.00	95.00
	Planner	Supervising Senior Planner	183.00	183.00
		Senior Planner	146.00	146.00
			123.00	
	Scientist	Environmental Scientist II	106.00	106.00
		Environmental Scientist I	96.00	96.00
		Senior Geologist	180.00	180.00
		Geologist III	155.00	155.00
		Geologist I	111.00	111.00

Engineering Technician	Senior Engineering Technician	131.00	131.00	
	Engineering Technician	95.00		
	Cad Designer II	112.00	112.00	
	Cad Designer I	102.00	153.00	
	Cad Tech III	95.00		
	Cad Tech II	88.00	133.00	
	Cad Tech I	78.00	117.00	
Resident Project Representative	Senior Resident Project Representative	135.00	135.00	
	Resident Project Representative II	112.00	112.00	
	Resident Project Representative I	97.00	145.00	
Clerical, Graphics, and Reproduction	Administrative Manager	97.00	97.00	
	Administrative Coordinator III	88.00	88.00	
	Administrative Coordinator II	83.00	83.00	
	Administrative Coordinator I	68.00	101.00	
	Project Coordinator III	88.00	133.00	
	Project Coordinator II	78.00	117.00	
	Technical Intern	64.00	97.00	
Surveying Services	Survey	Senior Survey Manager	162.00	162.00
		Land Surveyor IV	134.00	
		Land Surveyor III	126.00	126.00
		Land Surveyor II	112.00	112.00
		Land Surveyor I	101.00	
		Survey Technician IV	95.00	
		Survey Technician III	87.00	131.00
Survey Technician II	77.00	115.00		
Survey Technician I	63.00	95.00		
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.			

E-500 Exhibit C.Sept 2004

This is **EXHIBIT G**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

**Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	General Liability:	
	General Aggregate:	\$2,000,000
	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability:	
	Each Occurrence:	\$1,000,000
d.	Automobile Liability	
	Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insureds. The following persons or entities are to be listed as additional insureds on Engineer's policies of insurance under b, c & d above:

City of Gillette

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Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the

negligent acts, errors or omissions of the Engineer. Under the terms of the Engineer's Professional Liability Insurance, no parties other than the Engineer are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the Engineer's Professional Liability Insurance.

2. ~~By Owner:~~

- a. ~~Workers' Compensation~~ ~~Statutory~~
- b. ~~General Liability:~~ ~~\$2,000,000~~
- e. ~~Property Damage Liability Insurance~~ ~~\$1,000,000~~
- d. ~~Property Insurance~~ ~~\$1,000,000~~
- e. ~~Other~~ ~~\$5,000,000~~

- B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverage indicated.
- C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:
  - 1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.
  - 2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.
  - 3. Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.
  - 4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.

5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.

E-500 Exhibit G.Sept 2004

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### *H6.08 Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.
  
- B. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

E-500 Exhibit H.Sept 2004

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

## **Allocation of Risks**

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Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **I6.10.E** *Mutual Waiver*

1. Consistent with the terms of Paragraph 6.10.E the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants.

### **I6.10.F** *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement or the total amount of \$150,000, whichever is greater.

### **I6.11.G** *Conditions Beyond the Control of the Engineer*

1. The Owner recognizes that in the course of completing the services under this agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and which create potential for claims against and additional costs to the Engineer which are not covered in fees earned for services provided. This category includes, but is not limited to the following:
  - Unknown underground utilities or other man-made objects not properly located underground.
  - Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
  - Changed codes or standards during the course of the work.
  - Information provided by others which is not accurate or complete.
  - Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the Engineer, the Engineer will promptly notify the Owner, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The Owner agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation to be based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

#### **16.11.H**      *Statutes of Limitations*

1. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of Substantial Completion of the project for acts or failures to act occurring prior to Substantial Completion or the date of Final Payment for acts or failures to act occurring after Substantial Completion.

#### **16.11.I**      *Betterment*

1. If Engineer mistakenly leaves out of the Construction Documents any component or item required for the Project, Engineer shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible

for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

E-500 Exhibit I.Sept 2004

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

**AMENDMENT NO. \_\_\_\_\_ TO OWNER-ENGINEER AGREEMENT**

**PROJECT NO. \_\_\_\_\_**

**1. Background Data:**

- a. Effective date of OWNER-ENGINEER Agreement: \_\_\_\_\_
- b. OWNER: \_\_\_\_\_
- c. ENGINEER: Morrison-Maierle, Inc.
- d. Project: \_\_\_\_\_

**2. Nature of Amendment:** [*Check those that are applicable.*]

- Additional Services to be performed by ENGINEER
- Modifications to Services of ENGINEER
- Modifications to Responsibilities of OWNER
- Modifications to Payment to ENGINEER
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

- Attachment 1, "Modifications"
- Other attachments as listed below:

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this agreement. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

Morrison-Maierle, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

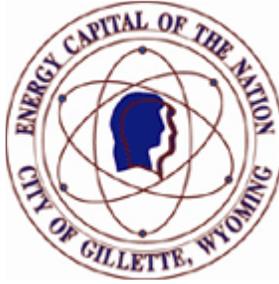
## ATTACHMENT 1

This is **Attachment 1**, consisting of \_\_\_\_\_ Page(s), to Amendment No. \_\_\_\_\_, Dated \_\_\_\_\_.

### Modifications

[Check the following paragraphs that are appropriate. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and future correspondence or amendments.]

- A1. ENGINEER shall perform the following Additional Services:
  
- A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:
  
- A3. The responsibilities of OWNER are modified as follows:
  
- A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:
  
- A5. The schedule for rendering services is modified as follows:
  
- A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:



**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Final Plat for the Resubdivision of Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4 & Vacated 60' Right-of-Way, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**BACKGROUND:**

Nelson Brothers Mining Services, LLC (the applicant) is proposing an adjustment in lot line boundaries by resubdividing Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4, and incorporating the Vacated 60' Right-of-Way adjacent to Wyoming State Highway 59. A new lot will also be created upon approval of this resubdivision plat.

The proposed subdivision is generally located at the NE corner of the intersection of Wyoming State Highway 59 and Shoshone Ave. The affected property is generally located north of the Maverick on Shoshone Ave and south of the Tractor Supply store on Hwy 59. The affected property is located in the C-1, General Commercial Zoning District. An existing warehouse and office are located within proposed Lot 1C. Proposed Lot 2M and proposed Lot 2N are vacant.

The City of Gillette approved Ordinance No. 3820 on May 20, 2014. Ordinance No. 3820 vacated a 60 foot portion of Right-of-Way adjacent to the west lot lines of what is now Lot 1A & Lot 1B of the Resubdivision of Lot 1, Tract E, Sunburst Subdivision No. 4. This vacation occurred with the stipulation that the vacated portions of Right-of-Way would be replatted and incorporated into the adjacent lots and that a General Utility Easement shall be granted for the entire portion of the vacated 60 foot Right-of-Way.

Likewise, the City of Gillette approved Resolution No. 2467 on June 17, 2014. Resolution No. approved and authorized the Final Plat that consolidated the 60' vacated Right-of-Way into the adjacent lots. For whatever reason, this Final Plat was never signed by the applicant or the affected landowner. Because this plat was no signed, it was not recorded with the County Clerk.

Now, the applicant is requesting approval of the attached plat for ownership purposes.

In order to keep the City's Ordinance(s), Resolution(s) and County Clerk title records clean, City Staff recommends the Final Plat authorized per Resolution No. 2467 be signed and recorded with the County Clerk, incorporating all Planning Requirements, prior to recording the Plat for this particular case.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Approving and Authorizing the Final Plat for the Resubdivision of Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4 & Vacated 60' Right-of-Way.

**STAFF REFERENCE:**

**MAP**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

**Click to download**

- [Planning Requirements](#)
- [Aerial & Vicinity Map](#)
- [Exhibit A](#)
- [Resolution](#)
- [082316\\_Minutes.doc](#)

# **Planning Requirements**

## **16.036SFP**

### **Final Plat – Resubdivision of Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4 & Vacated 60' ROW**

1. The Final Plat authorized per Resolution No. 2467 will be signed and recorded with the County Clerk, incorporating all Planning Requirements, prior to recording the Plat for this case.
2. Public utilities, access and other infrastructure shall be extended and installed at the time development occurs on any of the newly created lots.
3. The applicant must address and incorporate all comments and concerns in ePlans before the plat can be recorded.



**Aerial Map**

**Project Area**



**CITY OF GILLETTE**  
 GIS Division  
 P.O. Box 3003  
 Gillette, Wyoming 82717-3003  
 Phone (307) 686-5364  
 www.gillettewy.gov

**Vicinity Map**

**Legend**

-  Project Area
-  City Limits

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.



Y:\GIS Work\EDS\Planning\Commission Maps  
 0 100 200  
 Feet

**16.036SFP**  
**Resub of Lots 1B & 2L, Tract E of Sunburst Subd No. 4 & Vacated 60' ROW**  
 August 23, 2016  
 Service With P.R.I.D.E.  
 Productivity Responsibility Integrity Dedication Enthusiasm

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED THE JON FREDERICK PERSIAN AND JENEAN KAY PERSIAN REVOCABLE TRUST AND NELSON BROTHERS MINING SERVICES, LLC, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS THE RESUBDIVISION OF LOTS 1B & 2L AND VACATED 60' RIGHT OF WAY, OF THE RESUBDIVISION OF LOT 1 AND LOT 2C OF THE RESUBDIVISION OF TRACT E OF SUNBURST SUBDIVISION NO. 4 LOCATED IN A PORTION OF THE SE1/4NE1/4 SECTION 3 AND THE SW1/4NW1/4 SECTION 2, T49N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_ BY:

THE JON FREDERICK PERSIAN AND JENEAN KAY PERSIAN REVOCABLE TRUST, JENEAN KAY PERSIAN, TRUSTEE

STATE OF WYOMING )  
 )SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_ BY THE JON FREDERICK PERSIAN AND JENEAN KAY PERSIAN REVOCABLE TRUST, JENEAN KAY PERSIAN, TRUSTEE, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_ BY:

NELSON BROTHERS MINING SERVICES, LLC

STATE OF WYOMING )  
 )SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_ BY THE NELSON BROTHERS MINING SERVICES, LLC, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_ BY THE CITY ENGINEER OF GILLETTE WYOMING.

CITY ENGINEER \_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

APPROVED BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_\_\_

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF LOT 1B, THE RESUBDIVISION OF LOT 1 OF TRACT E OF SUNBURST SUBDIVISION NO. 4, AS RECORDED IN BOOK 10 OF PLATS, PAGE 161, THE RESUBDIVISION OF VACATED 60' RIGHT OF WAY, OF THE RESUBDIVISION OF TRACT E OF SUNBURST SUBDIVISION NO. 4, AS RECORDED IN BOOK 6 OF PLATS, PAGE 120 AND THE RESUBDIVISION OF LOT 2L, THE RESUBDIVISION OF LOT 2C AND VACATED 60' RIGHT OF WAY OF TRACT E OF SUNBURST SUBDIVISION NO. 4, AS RECORDED IN BOOK 10 OF PLATS, PAGE 308 OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT O'CLOCK \_\_\_\_ M. THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_\_\_, AND IS DULY RECORDED IN BOOK NUMBER \_\_\_\_ PAGE NUMBER \_\_\_\_.

COUNTY CLERK \_\_\_\_\_

SUBDIVISION SUMMARY

TOTAL AREA: 8.04 ACRES  
TOTAL LOTS: 3 LOTS  
ZONING: C-1  
FLOOD PLAN DESIGNATION ZONE X

SURVEYOR'S CERTIFICATE

I, DAVID L. VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE RESUBDIVISION OF LOTS 1B & 2L AND VACATED 60' RIGHT OF WAY, OF THE RESUBDIVISION OF LOT 1 AND LOT 2C OF THE RESUBDIVISION OF TRACT E OF SUNBURST SUBDIVISION NO. 4, LOCATED IN A PORTION OF THE SE1/4NE1/4 SECTION 3 AND THE SW1/4NW1/4 SECTION 2, T49N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

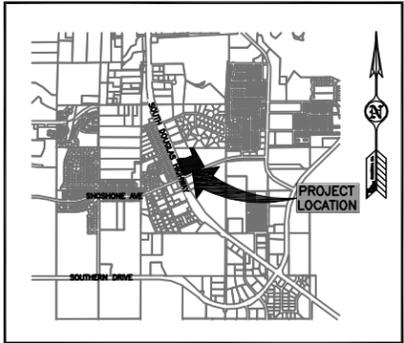
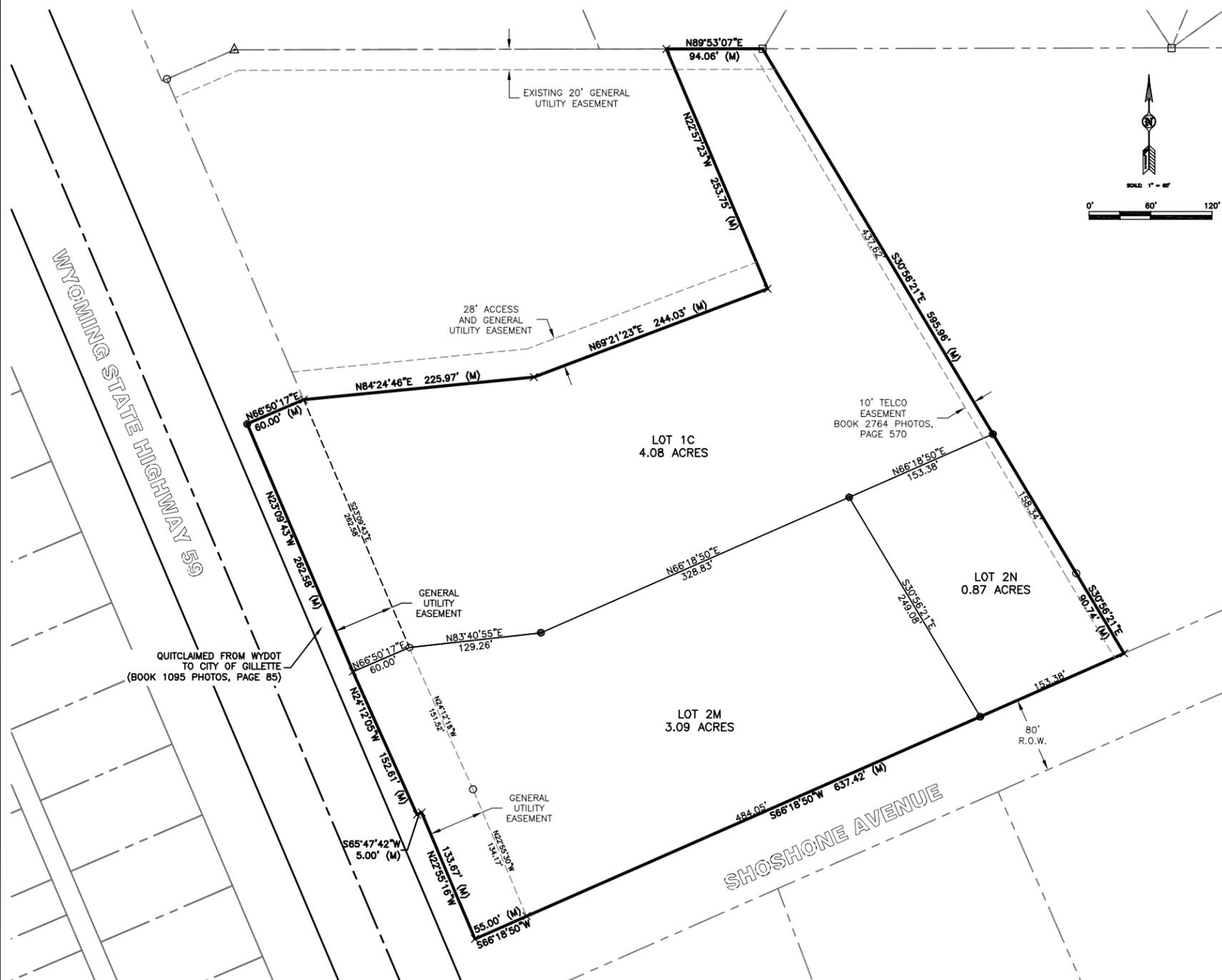
BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #22 ELEVATION= 4559.36

BASIS OF BEARING

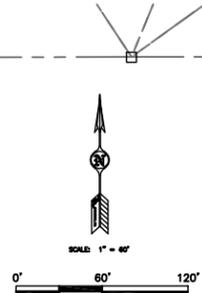
THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK. \*\*\*ALL MEASURED DISTANCES ARE GRID. FOR CONVERSION TO SURFACE, MULTIPLY BY 1.00026964. \*\*\*ALL AREAS ARE CALCULATED AT SURFACE.

# RESUBDIVISION OF LOTS 1B & 2L AND VACATED 60' RIGHT OF WAY OF THE RESUBDIVISION OF LOT 1 AND LOT 2C OF THE RESUBDIVISION OF TRACT E OF SUNBURST SUBDIVISION NO. 4

LOCATED IN A PORTION OF THE SE1/4NE1/4 SECTION 3 AND THE SW1/4NW1/4 SECTION 2, T49N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



VICINITY MAP



**LEGEND**

- FOUND IRON PIN
- FOUND REBAR AND CAP RLS 2333
- △ FOUND IRON PIN W/ FLANGE
- × FOUND REBAR AND CAP PLS #6872
- SET 2" # ALUMINUM CAP (PLS #6872)
- SUBDIVISION BOUNDARY
- 110' WYDOT RIGHT OF WAY BOOK 1095 PHOTOS, PAGE 85
- - - EXISTING EASEMENT
- - - PROPERTY/ROW LINES
- (M) MEASURED DIMENSION

**NOTE**

1. MEASURED DIMENSIONS CORRELATE WITH BOOK 10 OF PLATS, PAGE 161 AND BOOK 10 OF PLATS, PAGE 308.
2. THIS PLAT IS FOR OWNERSHIP PURPOSES ONLY. NO DEVELOPMENT IS ALLOWED WITHIN THE SUBDIVISION UNTIL SUCH TIME THE APPROPRIATE REVIEW PROCESS AND APPROVAL HAS BEEN CONDUCTED BY CITY OF GILLETTE.

Prepared for:  
**NELSON BROTHERS MINING SERVICES, LLC**  
P.O. BOX 1478  
GILLETTE, WY 82717  
(205) 802-5305



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Revision Date	Revision Description

PCA Project Number: 163768.00  
Plot Date: Jul 19, 2016 - 4:37pm  
G:\PROJECTS\16376800 4201 S. Douglas Hwy Re-Subd MainP.dwg  
Layout: Plat 1  
X-Ref: ...

**RESUBDIVISION OF LOTS 1B & 2L AND VACATED 60' RIGHT OF WAY OF THE RESUBDIVISION OF LOT 1 AND LOT 2C OF THE RESUBDIVISION OF TRACT E OF SUNBURST SUBDIVISION NO. 4**  
LOCATED IN A PORTION OF THE SE1/4NE1/4 SECTION 3 AND THE SW1/4NW1/4 SECTION 2, T49N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

**RESOLUTION NO.**

A RESOLUTION APPROVING AND AUTHORIZING  
THE FINAL PLAT FOR THE RESUBDIVISION OF LOTS 1B AND 2L,  
TRACT E OF SUNBURST SUBDIVISION NO. 4, AND  
VACATED 60' RIGHT-OF-WAY,  
TO THE CITY OF GILLETTE, WYOMING,  
SUBJECT TO ALL PLANNING REQUIREMENTS

WHEREAS, the Final Plat for the Resubdivision of Lots 1B and 2L, Tract E of Sunburst Subdivision No. 4 and Vacated 60' Right-of-Way to the City of Gillette, Wyoming, has been approved by the City of Gillette Planning Commission by a majority of its members on August 23, 2016, with Planning Requirements.

WHEREAS, the recording of the Final Plat for the Resubdivision of Lots 1B and 2L, Tract E of Sunburst Subdivision No. 4 and Vacated 60' Right-of-Way with the Campbell County Clerk and Ex-officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 23, 2016.

THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

The Final Plat for the Resubdivision of Lots 1B and 2L, Tract E of Sunburst Subdivision No. 4 and Vacated 60' Right-of-Way, as prepared by David L. Vliem, signed by David L. Vliem, Registered Land Surveyor, Wyoming Registration Number 6872, is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)

ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
August 23, 2016 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Bill Ellingson, Brenda Green, Jim Nielsen, Cindy Reardon, Todd Mattson and Jennifer Thomas

Commission Members Absent: None

Staff Present: Dustin Hamilton, Director of Development Services; Mike Cole, Planning Manager; Natalie Buchwald, Planner; Jill McCarty, Administrative Assistant; and Carol Best, Administrative Assistant

CALL TO ORDER

Chairman Clark Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Jennifer Thomas and seconded by Cindy Reardon to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of July 26, 2016. Motion carried 7/0.

16.036SFP – FINAL PLAT – Resubdivision of Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4 & Vacated 60' ROW

Mike Cole presented Case No. 16.036SFP. The applicant, Nelson Brothers Mining Services, LLC, is proposing an adjustment in lot line boundaries by resubdividing Lots 1B & 2L, Tract E of Sunburst Subdivision No. 4, and incorporating a Vacated 60 foot piece of Right-of-Way adjacent to Wyoming State Highway 59. They are also creating a new lot with this resubdivision located generally located north of the Maverick on Shoshone Avenue and south of the Tractor Supply store on Hwy 59. The affected property is located in the C-1, General Commercial Zoning District. An existing warehouse and office are located within proposed Lot 1C, Lot 2M and Lot 2N are vacant.

The City of Gillette approved Ordinance No. 3820 on May 20, 2014. Ordinance No. 3820 vacated a 60 foot portion of Right-of-Way adjacent to the west lot lines of what is now Lot 1A & Lot 1B of the Resubdivision of Lot 1, Tract E, Sunburst Subdivision No. 4. This vacation occurred with the stipulation that the vacated portions of Right-of-Way would be replatted and incorporated into the adjacent lots and that a General Utility Easement shall be granted for the entire portion of the vacated 60 foot Right-of-Way.

Likewise, the City of Gillette approved Resolution No. 2467 on June 17, 2014. Resolution No. approved and authorized the Final Plat that consolidated the 60' vacated ROW into the adjacent lots. For whatever reason, this Final Plat was never signed by the applicant or the affected landowner. Because this plat was not signed, it was not recorded with the County Clerk.

Now, the applicant is requesting approval of the attached plat for ownership purposes.

In order to keep the City's Ordinance(s), Resolution(s) and County Clerk title records clean, City Staff recommends the Final Plat authorized per Resolution No. 2467 be signed and recorded with the

County Clerk, incorporating all Planning Requirements, prior to recording the Plat for this particular case.

Chairman Sanders asked if there were any questions or comments. There were none.

Cindy Reardon made a motion to approve said case. Jim Nielsen seconded the motion. Motion carried 6/0/1 with Chairman Sanders abstaining.

OLD BUSINESS

None

NEW BUSINESS

Mike Cole reported that there were no new development submittals in August, therefore the regularly scheduled Planning Commission meetings for the month of September will be canceled.

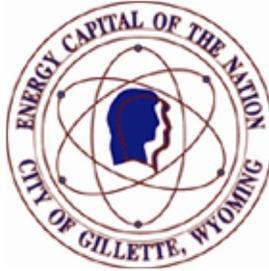
DIRECTORS REPORT

None

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Minutes taken and prepared by Carol Best, Administrative Assistant.



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 9/6/2016 7:00:00 PM

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Final Plat for Lots 1A & 1B, Town Center Subdivision a Resubdivision of Lot 1, Town Center Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**BACKGROUND:**

TC1 (the applicant) is requesting to subdivide Lot 1 of the Town Center Subdivision, creating two new lots.

The Town Center Subdivision was approved by the City Council per Resolution No. 2521 on June 16, 2015. Existing Lot 1 is located immediately north of Lakeway Road and immediately west of KG Avenue (immediately West of Menard's). The area of existing Lot 1 is 12.223 acres and is currently zoned C-1, General Commercial Zoning District.

The applicant is requesting to subdivide Lot 1 into two (2) lots. Proposed Lot 1B (2.073 acres) will contain the new Sportsman's Warehouse store and the parking/loading area(s) associated with this store. Proposed Lot 1A (10.150 acres) is undeveloped. Both proposed lots will continue to have access from Town Center Drive, which is dedicated as a Public Access Easement, maintained by the property owners.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Approving and Authorizing the Final Plat for Lots 1A & 1B, Town Center Subdivision to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**STAFF REFERENCE:**

**MAP**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

- [Minutes](#)
- [Planning Requirements](#)
- [Aerial & Vicinity Map](#)
- [Plat Map](#)
- [Resolution](#)

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
August 23, 2016 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Bill Ellingson, Brenda Green, Jim Nielsen, Cindy Reardon, Todd Mattson and Jennifer Thomas

Commission Members Absent: None

Staff Present: Dustin Hamilton, Director of Development Services; Mike Cole, Planning Manager; Natalie Buchwald, Planner; Jill McCarty, Administrative Assistant; and Carol Best, Administrative Assistant

CALL TO ORDER

Chairman Clark Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Jennifer Thomas and seconded by Cindy Reardon to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of July 26, 2016. Motion carried 7/0.

16.037SFP – FINAL PLAT – Lots 1A & 1B, Town Center Subdivision

Case No. 16.037SFP was presented by Mr. Cole. TC1 (the applicant) is requesting to subdivide Lot 1 of the Town Center Subdivision, creating two new lots.

The Town Center Subdivision was approved by the City Council per Resolution No. 2521 on June 16, 2015. Existing Lot 1 is located immediately north of Lakeway Road and immediately west of KG Avenue (immediately west of Menard's). The area of existing Lot 1 is 12.223 acres and is currently zoned C-1, General Commercial Zoning District.

Proposed Lot 1B (2.073 acres) will contain the new Sportsman's Warehouse store and the parking/loading area(s) associated with this store. Proposed Lot 1A (10.15 acres) is undeveloped. Both proposed lots will continue to have access from Town Center Drive, which is dedicated as a Public Access Easement, maintained by the property owners.

Chairman Sanders asked if there were any questions or comments. Bill Ellingson asked if the 'peninsula' on the northern side of the lot would create any issues in the future. Dick Doyle, Doyle Surveying, Inc, agent for the applicant, responded that he will be consulting with the applicant and they are planning to square the peninsula off and include it as part of the other lot.

Jennifer Thomas made a motion to approve said case. Bill Ellingson seconded the motion. Motion carried 7/0.

OLD BUSINESS

None

NEW BUSINESS

Mike Cole reported that there were no new development submittals in August, therefore the regularly scheduled Planning Commission meetings for the month of September will be canceled.

DIRECTORS REPORT None

ADJOURNMENT The meeting adjourned at 7:20 p.m.

Minutes taken and prepared by Carol Best, Administrative Assistant.

# **Planning Requirements**

## **16.037SFP**

### **Final Plat – Lots 1A & 1B, Town Center Subdivision**

1. The proposed east boundary of proposed Lot 1B shall be adjusted to maintain minimum building set-back requirements for the new Sportsman's Warehouse building.
2. All electrical easements and other utility easements recently obtained for the Sportsman's Warehouse development shall be shown on the Final Plat.
3. All aspects of the KGTC Sportsman's Warehouse Development Plan approved by the City of Gillette Planning Commission on February 23, 2016 for Lot 1, Town Center Subdivision shall remain intact. An amended Development Plan for future development within Lot 1A will be required prior to the issuance of future building permits on this site.
4. Applicant must address and incorporate all comments and concerns in ePlans before the plat can be recorded.



**CITY OF GILLETTE**  
 GIS Division  
 P.O. Box 3003  
 Gillette, Wyoming 82717-3003  
 Phone (307) 686-5364  
 www.gillettewy.gov



**Legend**

- Project Area
- Buildings
- City Limits

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

Y:\GIS Work\EDS\Planning\PlanningCommissionMaps

**16.037SFP**  
**Lots 1A & 1B,**  
**Town Center Subdivision**

August 23, 2016

Productivity *Service With P.R.I.D.E.* Enthusiasm  
 Responsibility Integrity Dedication

FINAL PLAT  
 LOT 1A & 1B  
 TOWN CENTER SUBDIVISION

A RESUBDIVISION OF  
 LOT 1, TOWN CENTER SUBDIVISION  
 CITY OF GILLETTE, WYOMING

DECLARATION VACATING PREVIOUS  
 PLATTING THIS PLAT IS THE  
 RESUBDIVISION OF LOT 1, TOWN CENTER  
 SUBDIVISION AS RECORDED IN BOOK \_\_\_\_\_  
 OF PLATS, PAGE \_\_\_\_\_ OF THE RECORDS  
 OF CAMPBELL COUNTY. ALL EARLIER  
 PLATS OR PORTIONS THEREOF,  
 ENCOMPASSED BY THE BOUNDARIES OF  
 THIS PLAT ARE HEREBY VACATED.

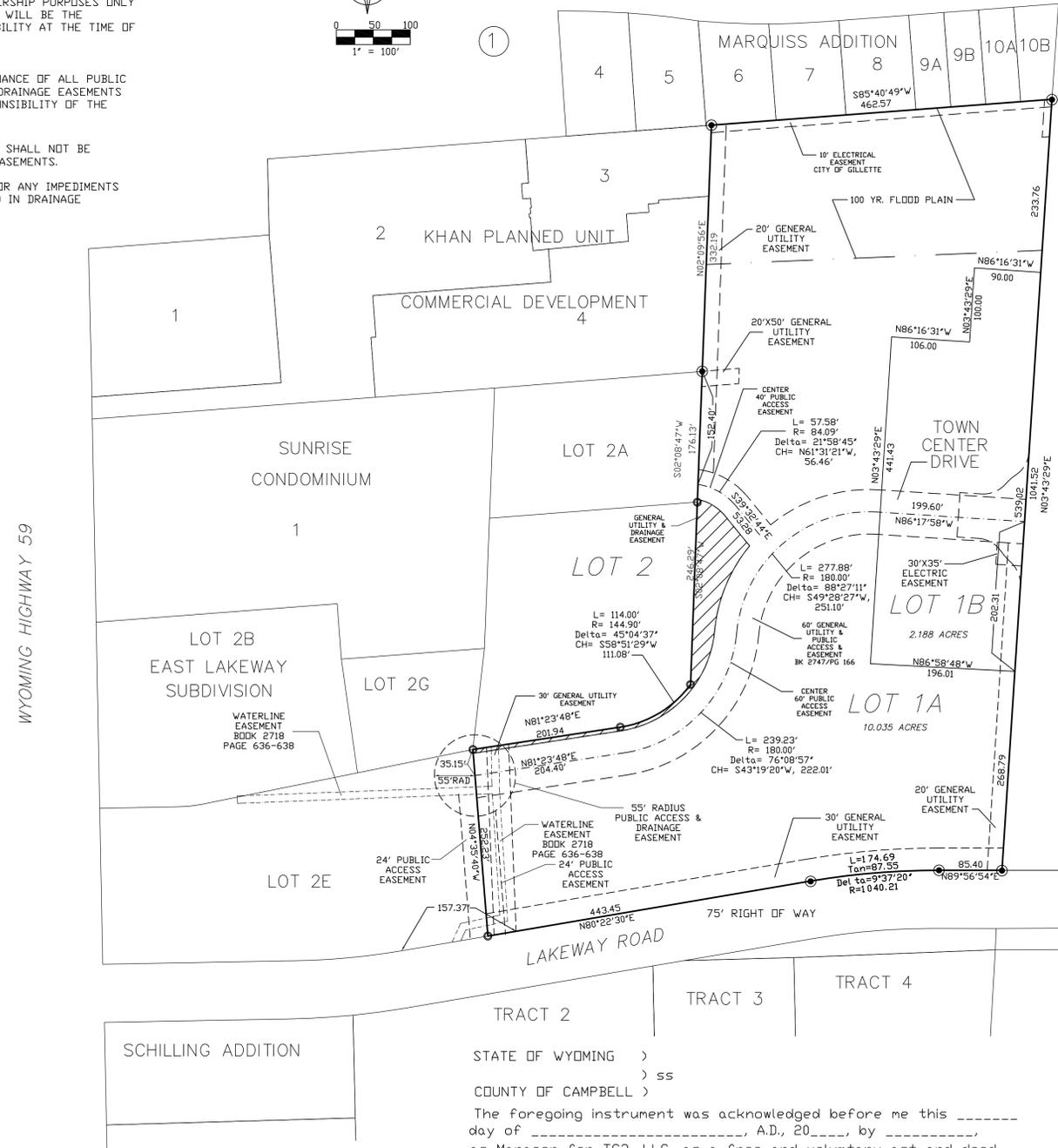
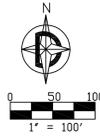
SUMMARY  
 TOTAL LOTS: 2  
 R.O.W. AREA: N/A  
 TOTAL AREA: 12.223 AC  
 ZONING: C-1

NOTE:  
 THIS PLAT IS FOR OWNERSHIP PURPOSES ONLY  
 AND ALL IMPROVEMENTS WILL BE THE  
 DEVELOPER'S RESPONSIBILITY AT THE TIME OF  
 DEVELOPMENT

OWNERSHIP AND MAINTENANCE OF ALL PUBLIC  
 ACCESS AND PRIVATED DRAINAGE EASEMENTS  
 WILL REMAIN THE RESPONSIBILITY OF THE  
 LANDOWNERS

PERMANENT STRUCTURES SHALL NOT BE  
 ALLOWED WITHIN ANY EASEMENTS.

FENCING, STRUCTURES, OR ANY IMPEDIMENTS  
 SHALL NOT BE ALLOWED IN DRAINAGE  
 EASEMENTS.



WYOMING HIGHWAY 59

KG AVENUE

EAST LAKEWAY II SUBDIVISION

PROJECT SITE

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of LOT 1A & 1B, TOWN CENTER SUBDIVISION, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.



DEDICATION

Know all men by these presents that the undersigned Cloud Peak Management Group, LLC and TC3, LLC, being the owners, proprietors, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing LOT 1A & 1B, TOWN CENTER SUBDIVISION being more particularly described as follows:

LOT 1, TOWN CENTER SUBDIVISION, CITY OF GILLETTE, WYOMING

Said tract of land contains 12.223 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Owner: Cloud Peak Management Group, LLC

Manager for Cloud Peak Management Group, LLC

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

Owner: TC3, LLC

Manager for TC3, LLC

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_ by:

STATE OF WYOMING )  
 ) ss  
 COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_, by \_\_\_\_\_, as Manager for Cloud Peak Management Group, LLC, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public  
 My Commission Expires \_\_\_\_\_

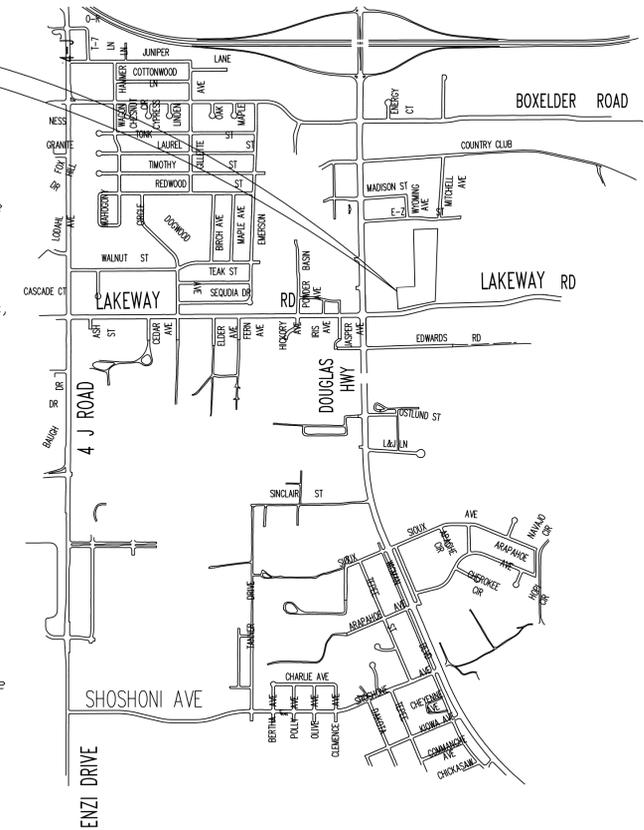
LEGEND

- FOUND 5/8" REBAR WITH SURVEY CAP
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

STATE OF WYOMING )  
 ) ss  
 COUNTY OF CAMPBELL )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_, by \_\_\_\_\_, as Manager for TC3, LLC, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public  
 My Commission Expires \_\_\_\_\_



VICINITY MAP  
 N.T.S.

APPROVALS

Data on this plat reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., by the City Engineer of Gillette, Wyoming.

City Engineer

This plat approved by the City of Gillette Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Chairman Secretary

Approved by the City Council of the City of Gillette, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Mayor City Clerk

This plat filed for record in the office of the County Clerk and Recorder at \_\_\_\_\_ o'clock \_\_, m., \_\_\_\_\_, 20 \_\_\_\_ A.D., and is duly recorded in Book \_\_\_\_\_ of Plats, Page No. \_\_\_\_\_

County Clerk

FINAL PLAT

LOT 1A & 1B

TOWN CENTER SUBDIVISION

PREPARED FOR: TC1 PO BOX 1052 GILLETTE, WY 82717	PREPARED BY: DOYLE SURVEYING INC. 801 E. Fourth St. Suite C-8 Gillette, WY 82716 PH: (307) 686-2410
---	--

REV: AUG 26, 2016  
 REV: FEB 10, 2016  
 REV: FEB 5, 2016  
 REV: MAY, 2015

**RESOLUTION NO.**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE FINAL PLAT FOR LOTS 1A AND 1B,  
A RESUBDIVISION OF LOT 1, TOWN CENTER SUBDIVISION  
TO THE CITY OF GILLETTE, WYOMING,  
SUBJECT TO ALL PLANNING REQUIREMENTS**

WHEREAS, the Final Plat for Lots 1A and 1B, a Resubdivision of Lot 1, Town Center Subdivision to the City of Gillette, Wyoming, has been approved by the City of Gillette Planning Commission by a majority of its members on August 23, 2016, with Planning Requirements.

WHEREAS, the recording of the Final Plat for Lots 1A and 1B, a Resubdivision of Lot 1, Town Center Subdivision with the Campbell County Clerk and Ex-officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 23, 2016.

THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

The Final Plat for Lots 1A and 1B, a Resubdivision of Lot 1, Town Center Subdivision, as prepared by Richard T. Doyle of Doyle Surveying Inc., signed by Richard T. Doyle, Registered Land Surveyor, Wyoming Registration Number 2333, is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

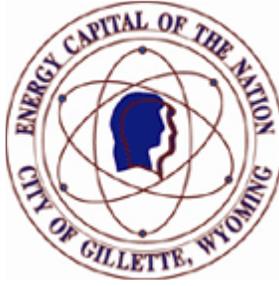
PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)

ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk



**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Final Plat for Lots 1 & 2, Betcher Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**BACKGROUND:**

Curtis Betcher, et al (the applicant) is seeking approval of a Minor Final Subdivision Plat that will create two (2) lots for future development purposes.

The area of the proposed subdivision is 23.231 acres and is located southwest of the intersection of Shoshone Avenue & Butler Spaeth Road. The proposed subdivision includes the Betcher Annexation tract and Tract C, of Moon Shadow No. 2. The City Council approved the Betcher Annexation per Ordinance No. 3866 on August 18, 2015. The rezoning of Tract C, of Moon Shadow No. 2 was approved by the City Council per Ordinance No. 3899 on August 2, 2016.

Upon approval of the enclosed Subdivision Plat, Lot 1 (11.936 acres) will have a zoning designation of C-3, Business/Services District and Lot 2 (11.295 acres) will have a zoning designation of I-1, Light Industrial District.

Both proposed lots are adjacent to a City street. However, an existing regional drainage detention area is located within NE corner of proposed Lot 2. The existing regional drainage detention area might affect access to Lot 2 from a City street.

The property is currently vacant. The proposed subdivision is surrounded by a mix of uses including industrial, commercial, and residential. The owner(s) request approval to subdivide in anticipation of future development.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Approving and Authorizing the Final Plat for Lots 1 & 2, Betcher Subdivision to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**STAFF REFERENCE:**

**MAP**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

**Click to download**

- [Minutes](#)
- [Planning Requirements](#)
- [Aerial & Vicinity Map](#)
- [Exhibit A](#)
- [RESOLUTION\\_NO.docx](#)

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
August 23, 2016 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Bill Ellingson, Brenda Green, Jim Nielsen, Cindy Reardon, Todd Mattson and Jennifer Thomas

Commission Members Absent: None

Staff Present: Dustin Hamilton, Director of Development Services; Mike Cole, Planning Manager; Natalie Buchwald, Planner; Jill McCarty, Administrative Assistant; and Carol Best, Administrative Assistant

CALL TO ORDER

Chairman Clark Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Jennifer Thomas and seconded by Cindy Reardon to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of July 26, 2016. Motion carried 7/0.

16.038SFP – FINAL PLAT – Lots 1 & 2, Betcher Subdivision

Mr. Cole presented Case No. 16.038SFP. Mr. Curtis Betcher, et al (the applicant) is seeking approval of a Minor Final Subdivision Plat that will create two (2) lots for future development purposes. The area of the proposed subdivision is 23.231 acres and is located southwest of the intersection of Shoshone Avenue & Butler Spaeth Road. The proposed subdivision includes the Betcher Annexation tract and Tract C, of Moon Shadow No. 2. The City Council approved the Betcher Annexation per Ordinance No. 3866 on August 18, 2015. The rezoning of Tract C, of Moon Shadow No. 2 was approved by the City Council per Ordinance No. 3899 on August 2, 2016.

Upon approval of the enclosed Subdivision Plat, Lot 1 (11.936 acres) will have a zoning designation of C-3, Business/Services District and Lot 2 (11.295 acres) will have a zoning designation of I-1, Light Industrial District.

Both proposed lots are adjacent to a City street. However, an existing regional drainage detention area is located within NE corner of proposed Lot 2. The existing regional drainage detention area might affect access to Lot 2 from a City street.

The property is currently vacant. The proposed subdivision is surrounded by a mix of uses including industrial, commercial, and residential. The owner(s) request approval to subdivide in anticipation of future development.

Chairman Sanders noted that there is not a utilities easement on the proposed subdivision, and stated that while it is normally not part of the process at this stage, wondered that since the lots are quite a distance from current utility hookups how that will be addressed. Mr. Cole responded that in this instance it will be left to the discretion of the

applicant. Staff was more concerned about the access easement into Lot 2. An access and general utilities easement could be created should utilities need to be accessed between the two lots. Chairman Sanders asked Mr. Dick Doyle, Doyle Land Surveying, Inc., agent for the applicant, if a General Utility Easement could be created to ensure public utilities could be provided in the future lots. Mr. Doyle affirmed that this could be completed. A utility plan would be developed with a site plan or development plan is submitted.

Chairman Sanders asked if there were any questions from the Planning Commission or the audience. There were none.

Todd Mattson made a motion to approve said case. Jim Nielsen seconded the motion. Motion carried 7/0.

OLD BUSINESS

None

NEW BUSINESS

Mike Cole reported that there were no new development submittals in August, therefore the regularly scheduled Planning Commission meetings for the month of September will be canceled.

DIRECTORS REPORT

None

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Minutes taken and prepared by Carol Best, Administrative Assistant.

# Planning Requirements

## **16.038SFP**

### **Final Plat – Betcher Subdivision**

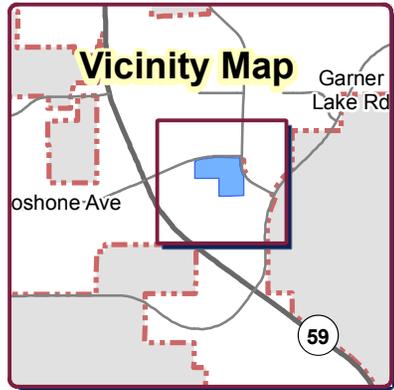
1. The Betcher Annexation Plat will be recorded with the Campbell County Clerk's Office prior to recordation of this Subdivision plat.
2. The zoning will take effect once this Subdivision plat has been recorded.
3. The existing regional drainage detention area located within the NE corner of proposed Lot 2 and within a small portion along the east edge of proposed Lot 1 shall be shown on the Final Plat as a "Storm Water Detention Easement". The easement shall be dedicated to the City for future operations and maintenance and shall encompass the existing regional drainage detention area that was constructed in the mid 2000's when Butler Spaeth Rd and Shoshone Ave were constructed. A note shall be added to the plat restricting all fences, roads and permanent structures within this easement area.
4. Proposed access to Lot 2 from either Shoshone Ave or Butler Spaeth Rd shall be shown on the Final Plat. The proposed access location shall be approved by the City Engineering Division and shall be set back from the Shoshone Ave and Butler Spaeth Rd intersection far enough to avoid potential vehicle conflicts in accordance with City standards. A minimum 20-ft wide access easement across Lot 1 (outside the storm drainage easement area) to provide access to Lot 2 from Shoshone Ave is acceptable.
5. The applicant must address all comments and concerns in ePlans before this rezoning can take effect.



**Aerial Map**



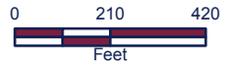
**CITY OF GILLETTE**  
 GIS Division  
 P.O. Box 3003  
 Gillette, Wyoming 82717-3003  
 Phone (307) 686-5364  
 www.gillettewy.gov



**Legend**

-  Project Area
-  City Limits

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

Y:\GIS Work\EDS\Planning\PlanningCommissionMaps

**16.038SFP  
 Lot 1 & 2,  
 Betcher Subdivision**

August 23, 2016

Service With P.R.I.D.E.  
 Productivity Responsibility Integrity Dedication Enthusiasm

DECLARATION VACATING PREVIOUS PLATTING  
 THIS PLAT IS THE RESUBDIVISION OF TRACT C, MOON SHADOW  
 NO. 2 AS RECORDED IN BOOK 8 OF PLATS, PAGE 221-222, OF  
 THE RECORDS OF CAMPBELL COUNTY ALL EARLIER PLAT OR  
 PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS  
 PLAT ARE HEREBY VACATED.

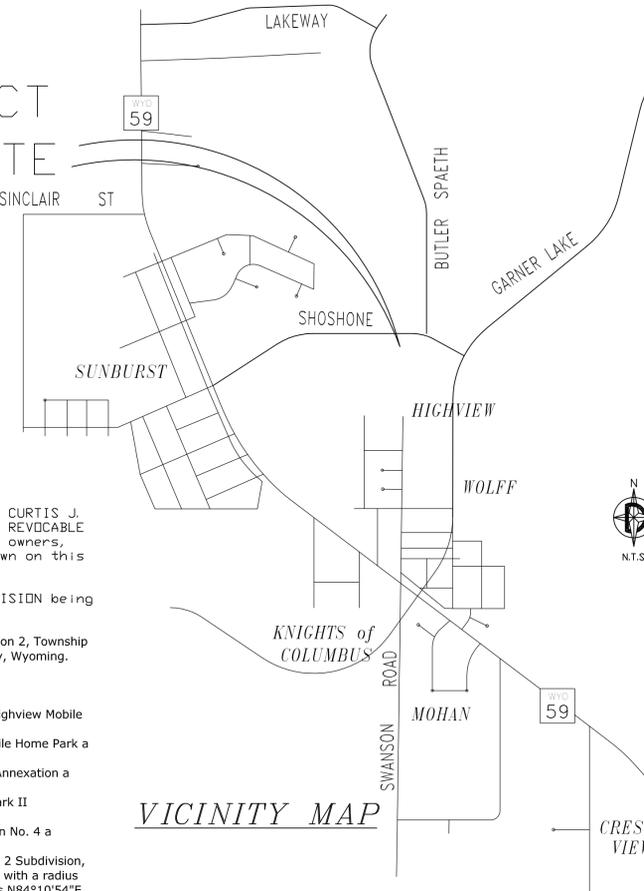
**SURVEYOR'S CERTIFICATE**

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of LOT 1 AND 2, BETCHER SUBDIVISION as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.

**FINAL PLAT  
 LOT 1 AND 2  
 BETCHER SUBDIVISION  
 CITY OF GILLETTE, WYOMING**

A RESUBDIVISION OF TRACT C, MOON SHADOW NO 2  
 SUBDIVISION AND A PORTION OF  
 NE 1/4 SW 1/4 AND NW 1/4 OF SECTION 2, T49N, R72W  
 OF THE SIXTH P. M., CAMPBELL COUNTY, WYOMING  
 CITY OF GILLETTE, WYOMING

**PROJECT  
 SITE**



**DEDICATION**

Know all men by these presents that the undersigned CURTIS J. BETCHER, JAMES L. WILLIAMSON, SARAH L. HARTSHAW, MD REVOCABLE TRUST AND DONALD L. BARTON REVOCABLE TRUST being the owners, proprietors, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing LOT 1 AND 2, BETCHER SUBDIVISION being more particularly described as follows:  
 TRACT C, MOON SHADOW NO. 2 SUBDIVISION, AND  
 A tract of land being situated in the NE1/4 SW1/4 and the NW1/4 of Section 2, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Beginning Center one quarter section corner of said Section 2;  
 Thence S00°00'02"W a distance of 20.31 feet to the North boundary of Highview Mobile Home Park;  
 Thence S89°39'47"W along the said North boundary of the Highview Mobile Home Park a distance of 668.90 feet;  
 Thence N00°19'12"E along the East boundary of the Promontory Park II Annexation a distance of 469.42 feet;  
 Thence S89°42'47"W along the said North boundary of the Promontory Park II Annexation a distance of 661.67 feet;  
 Thence N00°54'56"E along the said East boundary of Sunburst Subdivision No. 4 a distance of 459.19 feet;  
 Thence Northeasterly along the South boundary of Tract C, Moon Shadow 2 Subdivision, First Filing along a curve to the right through a central angle of 11°10'13" with a radius of 2824.79 feet an arc distance of 550.72 feet and with a chord that bears N84°10'54"E a chord distance of 549.85 feet;  
 Thence N89°45'28"E along the said South boundary of Tract C, Moon Shadow 2 Subdivision, First Filing a distance of 683.25 feet;  
 Thence S01°42'49"W along the West right of way of Butler Spaeth Road a distance of 93.04 feet;  
 Thence Southeasterly along the said West right of way of Butler Spaeth Road along a curve to the left through a central angle of 32°51'46" with a radius of 650.00 feet an arc distance of 372.82 feet with a chord that bears S14°40'06"E a chord distance of 367.73 feet;  
 Thence S00°00'02"W along the North-South centerline of said Section 2 a distance of 510.88 feet to the POINT OF BEGINNING.

Said tract of land contains 23.231 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 20\_\_\_\_ by:

Owners: CURTIS J. BETCHER	JAMES L. WILLIAMSON
_____	_____
CURTIS J. BETCHER	JAMES L. WILLIAMSON
SARAH L. HARTSAW, MD REVOCABLE TRUST	DONALD L. BARTON REVOCABLE TRUST
_____	_____
ANGUS D. MCDUGALL, TRUSTEE	DONALD L. BARTON, TRUSTEE
_____	_____
SARAH L. HARTSAW, MD, TRUSTEE	MYLA JO BARTON, TRUSTEE
BY: _____ (POWER OF ATTYN)	

**VICINITY MAP**

**APPROVALS**

Data on this plat reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., by the City Engineer of Gillette, Wyoming.

City Engineer \_\_\_\_\_

This plat approved by the City of Gillette Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

Approved by the City Council of the City of Gillette, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

This plat filed for record in the office of the Clerk and Recorder at \_\_\_\_\_ o'clock \_\_\_\_\_, m., \_\_\_\_\_, 20\_\_\_\_, and is duly recorded in Book \_\_\_\_\_, Page No. \_\_\_\_\_.

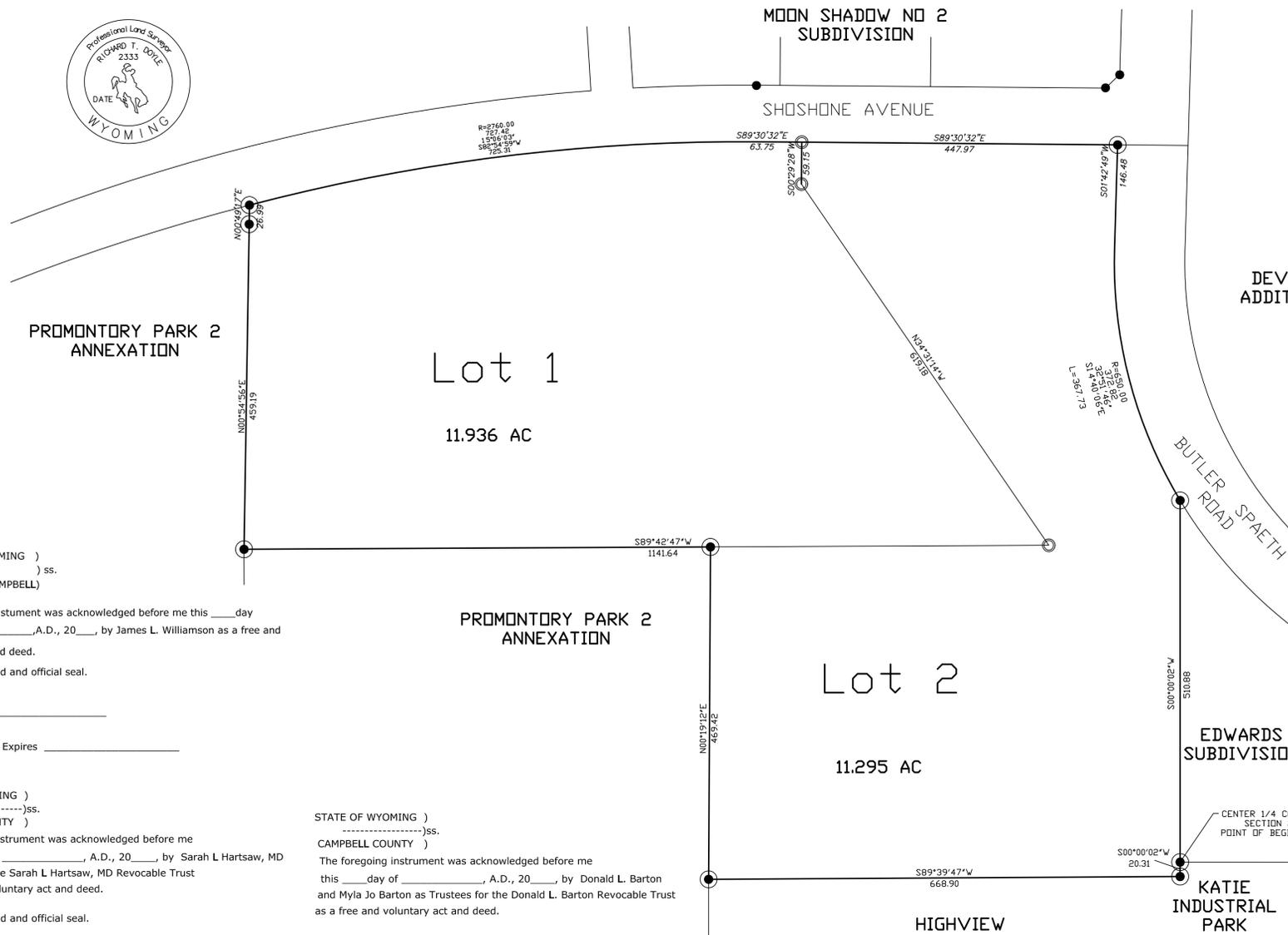
County Clerk \_\_\_\_\_

**FINAL PLAT**

**BETCHER SUBDIVISION  
 GILLETTE, WYOMING**

Prepared for: Curtis J. Betcher, ETAL 1333 Moonshiner Lane GILLETTE, WY 82718	Prepared by: DDYLE SURVEYING INC. 801 E 4TH ST Suite 15 Gillette, WY 82716 PH: (307) 686-2410
--	--

Date of Preparation: JULY, 2016 SHT 1 OF 1



STATE OF WYOMING )  
 ) ss.  
 COUNTY OF CAMPBELL )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by James L. Williamson as a free and voluntary act and deed.  
 Witness my hand and official seal.

Notary Public \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
 CAMPBELL COUNTY )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Donald L. Barton and Myla Jo Barton as Trustees for the Donald L. Barton Revocable Trust as a free and voluntary act and deed.  
 Witness my hand and official seal.

Notary Public \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF CAMPBELL )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Curtis J. Betcher as a free and voluntary act and deed.  
 Witness my hand and official seal.

Notary Public \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
 CAMPBELL COUNTY )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Angus D. McDougall as Trustee for the Sarah L. Hartsaw, MD Revocable Trust as a free and voluntary act and deed.  
 Witness my hand and official seal.

Notary Public \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**LEGEND**

- FOUND CORNER MONUMENT
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

SUMMARY  
 TOTAL LOTS: 2  
 R.O.W. AREA: N/A  
 TOTAL AREA: 23231 AC  
 ZONING: C-3, I-1

**RESOLUTION NO.**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE FINAL PLAT FOR LOTS 1 AND 2,  
BETCHER SUBDIVISION  
TO THE CITY OF GILLETTE, WYOMING,  
SUBJECT TO ALL PLANNING REQUIREMENTS**

WHEREAS, the Final Plat for Lots 1 and 2, Betcher Subdivision to the City of Gillette, Wyoming, has been approved by the City of Gillette Planning Commission by a majority of its members on August 23, 2016, with Planning Requirements.

WHEREAS, the recording of the Final Plat for Lots 1 and 2, Betcher Subdivision with the Campbell County Clerk and Ex-officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 23, 2016.

THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

The Final Plat for Lots Lots 1 and 2, Betcher Subdivision, as prepared by Richard T. Doyle of Doyle Surveying Inc., signed by Richard T. Doyle, Registered Land Surveyor, Wyoming Registration Number 2333, is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

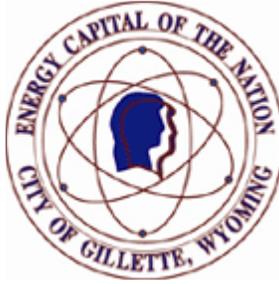
PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)

ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk



**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Alley Pavement Management System 2016 Project, Installed by Powder River Construction, Inc., in the Amount of \$337,971.48 (1% Project).

**BACKGROUND:**

The Alley Pavement Management System 2016 Project (16EN13) included rebuilding all or portions of three (3) alleys. The project included approximately 2,100 SY of 6.5" and 7" PCC Pavement, 2,500 SF of miscellaneous sidewalk, driveway, valley gutter and fillet, and removal and replacement of 403 LF of 8" sanitary sewer main and 12 services.

The Cloud Peak Alley portion was rebuilding two asphalt pavement sections of the alley running from 5th to 6th Street between Gillette Avenue and Kendrick Avenue (approximately 200 LF) and replacement with concrete pavement and inspecting three (3) saddle wye connections for the sanitary sewer services.

The Courthouse Alley included rebuilding West 5th Street running east from Warren Avenue to the end of the alley running from West 5th Street to 4th Street between Gillette Avenue and Warren Avenue. The combined length of the alley and 5th Street is approximately 520 LF. This portion of the Project also included sidewalk, driveway, and curb and gutter adjacent to the Parking Garage. Also, eleven (11) new bollards were installed on the West side of the Courthouse. These items were requested by the County. The County paid for the components they requested of the project since they were outside the scope of the City's original scope of work.

The 3rd Street Alley included rebuilding the alley running from 3rd Street to 4th Street between 4-J Road and Rockpile Blvd (approximately 340 LF) including removing and replacing the existing 8" sanitary sewer line. After the project began, and additional 70 LF of 8" sanitary sewer was added to the project south of 4th Street.

The contract established 60 working days to Substantial Completion, and 70 working days for Final Completion. There were 9 days added by change order for additional work in the project. The project was finished on August 10, 2016, which was within the allotted contract time.

**ACTUAL COST VS. BUDGET:**

The original contract with Powder River Construction, Inc. was in the amount of \$334,596.25. There were five (5) change orders. Change Order #1 was to clarify the duties of the City managing the project and Bruce Engineering Inc. limited duties. Change Order #2 was to add the 70 LF south of 4th Street at a cost of \$15,953.25 and an additional 5 working days. Change Order #3 was to add an additional 80 LF of curb and gutter on 5th Street as requested by the Campbell County Public Works Department and an additional 2 working days for the additional work. Change Order #4 was for additional work incurred when an area of slurry 8'x10' by 8' deep was found on the north end of the Cloud Peak Alley just south of 5th Street and an additional 2 working days for the additional work. Change Order #5 was to decrease the contract amount by \$12,578.02 for quantities not installed in the project.

These five change orders resulted in a net increase of \$3,375.23, resulting in a final contract price of \$337,971.48.

Funding for this project was allocated from the 1% Optional Tax Account 201-10-05-419-40-44331.

**SUGGESTED MOTION:**

I move for the Approval of the Acceptance of Public Improvements for the Alley Pavement Management System 2016 Project, Installed by Powder River Construction, Inc., in the amount of \$337,971.48 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

**Click to download**

- [Certificate of Final Completion](#)
- [Affidavit on Behalf of Contractor](#)
- [Warranty](#)

**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: ALLEY PMS 2016

Project No.: 16EN13

Date of Contract: 04/04/2016

Owner: City of Gillette

Contractor: Powder River Construction, Inc

Engineer: Bruce Engineering, Inc.(design)/In-house (CA)

**This Certificate of Final Completion applies to:**

All Work under the Contract Documents:

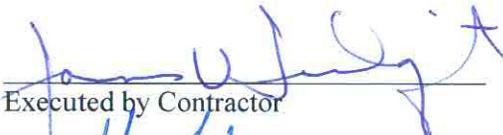
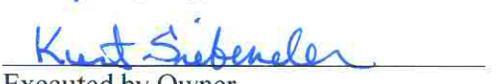
The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

08/10/2016  
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

<u></u>	<u>8/18/16</u>
Executed by Contractor	Date
<u></u>	<u>8/18/16</u>
Executed by Engineer	Date
<u></u>	<u>8/22/16</u>
Executed by Owner	Date

# AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 08/10/2016

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Powder River Construction, Inc. the Contractor, dated 04/04/2016.

For the ALLEY PMS 2016 (16EN13) Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Powder River Construction

Contactors

8.18.16  
Date

P.O. Box 2020  
Address

GILLETTE,

City

WY  
State

82717  
Zip Code

[Signature]  
Signed by

Project Admin  
Title

Subscribed and sworn to before me this 18 day of Aug, 2016

Shirley Vinney  
Notary Public

My Commission Expires: 5/26/19



# WARRANTY

(Contractor)

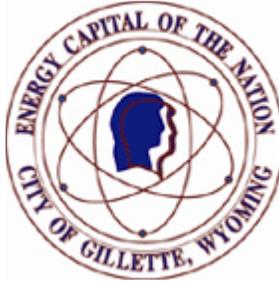
\_\_\_\_\_ Powder River Construction, Inc. \_\_\_\_\_ hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the \_\_\_\_\_ Alley PMS 2016 (16EN13) \_\_\_\_\_ FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **ONE YEAR** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.





**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Pathway Repairs 2015 Project, Installed by Simon Contractors, in the amount of \$222,161.85 (1% Project).

**BACKGROUND:**

The Pathway Repairs 2015 Project (15EN25) included the replacement of approximately 5100 LF of 8' wide asphalt bike path from 100' west of Skyline Drive to Overdale Drive along the north side of Westover Road. This project included adding three (3) handicap ramps; two at the intersection of Motor Court and one at Overdale Drive. Also included was a 20 LF concrete section for Wastewater to be able to access the manholes for service north of Westover Road that crosses under I-90.

The contract established 30 working days to Substantial Completion and 40 working days for Final Completion. The project was finished on June 20, 2016, which was within the allotted contract time.

**ACTUAL COST VS. BUDGET:**

The original contract with Simon Contractors was in the amount of \$236,018.00. There were two (2) change orders. Change Order #1 was for a "Value Added" proposal offered by Simon Contractors to do a complete replacement of the pathway instead of an overlay which added \$3,466.35. Change Order #2 decreased the contract amount by \$17,322.50 for quantities not installed in the project. These two change orders resulted in a net decrease of \$13,856.15, resulting in a final contract price of \$222,161.85.

Funding for this project was allocated from the 1% Optional Tax Account 201-10-05-41-40-47406.

**SUGGESTED MOTION:**

I move for the Approval of the Acceptance of Public Improvements for the Pathway Repairs 2015 Project, Installed by Simon Contractors, in the amount of \$222,161.85 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

- [Certificate of Final Completion](#)
- [Affidavit on Behalf of Contractor](#)
- [Warranty](#)

**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: Pathway Repairs 2015

Project No.: 15EN25

Date of Contract: \_\_\_\_\_

Owner: City of Gillette

Contractor: Simon Contractors

Engineer: In-House

**This Certificate of Final Completion applies to:**

All Work under the Contract Documents:

The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

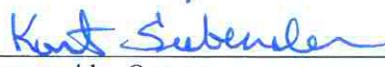
June 20, 2016  
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

 6/21/16  
Executed by Contractor Date

 6/21/16  
Executed by Engineer Date

 6/21/16  
Executed by Owner Date

# AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: June 20, 2016

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Simon Contractors the Contractor, dated June 1, 2015.

For the Pathway Repairs 2015 Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Simon Contractors

06/23/2016

Contact  
P O Box 2469

Date

Address  
Gillette

City  
Wyoming

State  
82718

Zip Code

*[Signature]*

Signed by

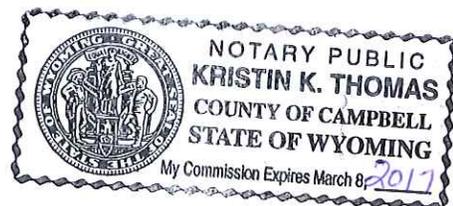
Operations Manager

Title

Subscribed and sworn to before me this 28 day of June, 2017

*Kristin K. Thomas*  
Notary Public

My Commission Expires: March 8, 2017



# WARRANTY

(Contractor)

Simon Contractors hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Pathway Repairs 2015 FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **ONE YEAR** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.





**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the YES House Girls Residential Treatment Facility Project as Constructed by Hladky Construction, Inc., in the Amount of \$3,225,950.88 (City Portion of Funding from Optional 1% Sales Tax).

**BACKGROUND:**

The City of Gillette, Campbell County, Youth Emergency Services, Inc., and Youth Emergency Services Foundation, Inc. partnered to construct the YES House Girls Residential Treatment Facility (14EN22). Hladky Construction, Inc. was selected to be the Construction Manager At Risk for the project.

The facility is approximately 10,800 square feet in size and is of similar construction to that of the previously existing Boys Residential Treatment Facility. The building also includes a full basement for storage and provides an area of refuge for storm situations.

Due to savings encountered in the project, the parties agreed to add scope to the project for the Tammy Hladky Center of Hope Facility to retrofit a foundation drain system, improve drainage around the building, and make corresponding surface repairs. This additional work was completed in July of 2016.

There was one change order to the Guaranteed Maximum Price, in the amount of \$12,150.88 (due to the additional scope of work) which resulted in a final contract price of \$3,225,950.88.

Hladky Construction Inc. provided a one-year warranty in accordance with the contract documents.

**ACTUAL COST VS. BUDGET:**

Funding for the project was in the amount of \$3,463,800. The project funding was broken down as follows:

City of Gillette (1% Optional Sales Tax) - \$1,463,800  
Campbell County - \$1,000,000  
YES Foundation - \$1,000,000

Noel Griffith Jr. and Associates Architects contributed \$3,160.08 towards to the project to aide in balancing the project funds for the additional scope of work added to the project.

**SUGGESTED MOTION:**

I move for Approval for the Acceptance of Public Improvements for the YES House Girls Residential Treatment Facility Project as Constructed by Hladky Construction, Inc., in the Amount of \$3,225,950.88 (City Portion of

Funding from Optional 1% Sales Tax).

**STAFF REFERENCE:**

**VIDEO**

Dustin Hamilton, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

[Architect Completion Letter](#)

[Affidavit of Payment](#)

August 8, 2016

City of Gillette  
Dustin Hamilton, P.E.  
Development Services Director  
P.O. Box 3003  
City of Gillette, WY 82717

**RE: YES HOUSE GIRLS DORM  
GILLETTE, WYOMING**

Dustin Hamilton;

This letter is intended to confirm that the above-referenced project is 100% complete. All punch list items have been addressed and are completed to our satisfaction. This project is totally completed.

We would like to thank you for the opportunity to have been a part of such an exciting project. Thank you for the continued working relationship that Noel Griffith Jr., & Associate Architects has formed with the City of Gillette.

Sincerely,



Noel R. Griffith, Jr., AIA  
NRG/pr

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

PROJECT: CITY OF GILLETTE  
YES Girl's Dormitory

101074

The undersigned hereby acknowledges receipt from CITY OF GILLETTE in the sum of \$10,000.00 payable to HLADKY CONSTRUCTION CO INC and when the check has been properly endorsed and has been paid by the bank on which is is drawn, this document becomes effective to release any Mechanic's Lien, stop notice, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of City of Gillette located at the above referenced address

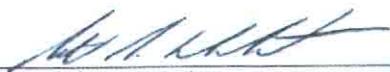
This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to CITY OF GILLETTE, except for disputed claims for extra work in the amount of \$0.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

This document shall constitute a final waiver and release of all liens pursuant to the Statutes of the State of Wyoming and any other applicable liens or rights of lein, whether at law or in equity. For purposes of facilitating payment, facsimile signature or a signature transmitted by email or pdf shall have the same force and effect as an original signature.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 8-10-16

HLADKY CONSTRUCTION CO INC

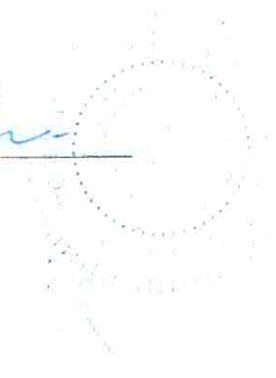
  
(signature)

PRESIDENT  
(title)

WITNESS my Hand and official seal.

  
Notary Public

My Commission Expires: March 22, 2017





**CITY OF GILLETTE**  
**P.O. Box 3003**  
**201 E. 5th Street**  
**Phone (307)686-5200**  
**CITY OF GILLETTE**

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE: 9/6/2016 7:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution for the Submittal of a Grant Application for the 2016 Sewer Main Replacement Project to the Office of State Lands and Investments Board in the Amount of \$1,821,487.50.

**BACKGROUND:**

This Grant Application to the Office of State Loan and Investments (SLIB board) for \$1,821,487.50 is intended to fund the City of Gillette's annual program to replace deteriorated or failing sections of the sanitary sewer collection system. Projects are generated through maintenance records and video inspections developed by the Wastewater Division personnel. The replacement projects are prioritized and replacement occurs as funding will allow.

This project has identified replacement of 3700 LF of 8" vitrified clay sanitary sewer main, and 300 LF of 10" vitrified clay sanitary sewer main. The 8" sanitary sewer mains that will be replaced are in the alley between 4-J and Rockpile from 4th to 5th, the alley between Osborne and Emerson from 6th to 7th, West Hogeys from Wagonhammer to Jack Plane, Juniper from Wagonhammer to Gillette Avenue, Redwood from Gillette Avenue to Maple, Birch from Drainage North to Redwood, and Shoshoni from Clemence to Dakota. The 10" sanitary sewer main that will be replaced is west of Hwy 59 from Sinclair to Sioux. The existing deteriorating vitrified clay sanitary sewer mains will be replaced with 8", and 10" PVC pipe. The location of the new sanitary sewer mains will generally be within the same footprint of the existing sanitary sewer mains. Included with these sanitary sewer main replacements are surface restoration of the pavement and curb and gutter where the new mains will be excavated.

This project design is estimated to start in September 2016 and be complete in January 2017. Construction of the sanitary sewer main replacements is estimated to start April 2017 and be completed in August 2017.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the Approval of a Resolution for the Submittal of a Grant Application for the 2016 Sewer Main Replacement Project to the Office of State Lands and Investments Board in the Amount of \$1,821,487.50.

**STAFF REFERENCE:**

Charlie Anderson, City Attorney

**ATTACHMENTS:**

Click to download

[2016 Sanitary Sewer Main Replacement Grant Resolution](#)

Resolution No. \_\_\_\_

A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF GILLETTE, WYOMING FOR THE PURPOSE OF THE 2016 SEWER MAIN REPLACEMENT PROJECT, TO REPLACE DETERIORATED AND FAILING SECTIONS OF THE SANITARY SEWER COLLECTION SYSTEM.

WITNESSETH

**WHEREAS**, the Governing Body for the City of Gillette, Wyoming desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

**WHEREAS**, the Governing Body of the City of Gillette, Wyoming recognizes the need for the project; and

**WHEREAS**, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

**WHEREAS**, the Governing Body of the City of the Gillette, Wyoming plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the City of Gillette's Waste Water Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING**, that a grant application in the amount of \$1,821,487.50 will be submitted to the State Loan and Investment Board for consideration at the January 19<sup>th</sup>, 2017 meeting to assist in funding the 2016 Sanitary Sewer Main Replacement Project.

**BE IT FURTHER RESOLVED**, that the Mayor of Gillette is hereby designated as the authorized representative of the City of Gillette, Wyoming to act on behalf of the Governing Body on all matters including the execution of other necessary documents relating to this grant application and the Project.

**PASSED, APPROVED AND ADOPTED THIS 6<sup>th</sup> Day of September, 2016**

Attest

\_\_\_\_\_  
Louise Carter-King, Mayor

\_\_\_\_\_  
Karlene Abelseth, City Clerk