



CITY COUNCIL AGENDA
Council Chambers, 201 E. 5th Street
CITY OF GILLETTE
Tuesday, September 20, 2016
7:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. [Invocation Led by Pastor Ron Merritt of Cornerstone Church of God.](#)

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 - August 2, 2016**

Staff Reference:

- b. Executive Session - August 9, 2016**

Staff Reference:

- c. Executive Session - August 16, 2016**

Staff Reference:

- d. Special Meeting - August 30, 2016**

Staff Reference:

- e. Pre-Meeting - September 6, 2016**

Staff Reference:

- f. Regular Meeting - September 6, 2016**

Staff Reference:

- 2. Ordinance 3rd Reading - Consent**

- 3. Ordinance 2nd Reading - Consent**

- 4. Bills and Claims**

a. Bills and Claims

Staff Reference: Tom Pitlick, Finance Director

5. Other - Consent

a. Council Consideration to Write Off Bad Debt on Uncollectible Utility Accounts in the Amount of \$28,963,77

Staff Reference: Tom Pitlick, Finance Director

E. Approval of Conflict Claims.

1. Council Member Carsrud - \$263.06

Staff Reference: Tom Pitlick, Finance Director

2. Mayor Carter-King - \$2,063.30

Staff Reference: Tom Pitlick, Finance Director

3. Council Member Kuntz - \$14.98

Staff Reference: Tom Pitlick, Finance Director

F. Comments.

1. Council

2. Written

3. Public

4. Other - Comments

1. Recognition of Annie Mayfield and Doug Ninas for Receiving the ESRI SAG (Special Achievement in GIS Award)

Staff Reference: Pamela L. Boger, Director of Administrative Services

2. A Proclamation Designating September 17 - 23, 2016 as "Constitution Week"

Staff Reference:

G. Unfinished Business.

1. Ordinance 2nd Reading.

2. Ordinance 3rd 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

3. Other.

H. New Business.

1. Minute Action.

a. Council Consideration of a Resolution to Approve the City's Health Plan Premiums and Plan Design Effective January 1, 2017.

Staff Reference: John J. Aguirre, Human Resources Director

- b. **Council Consideration of a Professional Services Agreement for a Study Associated with the 2016 Water Hydraulic Modeling Project with Morrison-Maierle, Inc., in the Amount of \$29,947.00.**
Staff Reference: Kendall Glover, Utilities Director
- c. **Council Consideration of a Bid Award for Water - Red Hills Radio Tower Move (Project #17SC10) to Mountain Peak Builders in the Amount of \$26,400.00.**
Staff Reference: Kendall Glover, Utilities Director
- d. **Council Consideration for the Acceptance of Development Improvements for the Stocktrail Elementary School Site and Utilities Project, Installed by DRM, Inc., on Behalf of the Developer, Campbell County School District #1.**
Staff Reference: Dustin Hamilton, P.E., Director of Development Services
- e. **Council Consideration of a Resolution Approving and Authorizing the Final Plat for Aspen Heights Addition to the City of Gillette, Wyoming, Subject to all Planning Requirements.**
Staff Reference: **MAP**
Dustin Hamilton, P.E., Development Services Director
- f. **Council Consideration for the Acceptance of Public Improvements for the City West Remodel Project - Phase I completed by Norton Construction of Gillette, Wyoming, in the Total Amount of \$1,276,650.23.**
Staff Reference: Pamela L. Boger, Administrative Services Director
Sawley Wilde, Public Works Director
- g. **Council Consideration of a Resolution Stating the Policy of the City of Gillette to Promote a Diverse Community and Ensure that Discrimination of Any Kind Is Not Accepted.**
Staff Reference: Charlie Anderson, City Attorney

2. **Ordinance 1st Reading.**

3. **Appointments.**

I. **Public Hearings and Considerations**

1. [A Public Hearing to Consider Amendments to the Gillette City Budget for FY2016-2017.](#)

Staff Reference: Tom Pitlick, Finance Director

2. [Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2016/2017.](#)

Staff Reference: Tom Pitlick, Finance Director

J. **Executive Session**

K. **Adjournment**

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Kevin McGrath
Dan Barks

WARD 2

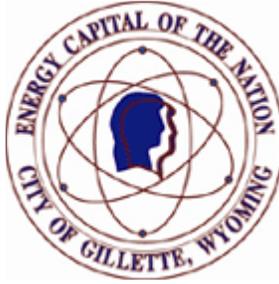
Billy Montgomery
Timothy Carsrud

WARD 3

Robin Kuntz
Ted Jerred

www.gillettewy.gov





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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Invocation Led by Pastor Ron Merritt of Cornerstone Church of God.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Executive Session - August 2, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Executive Session - August 9, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

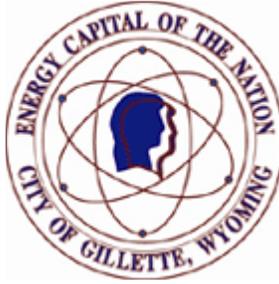
SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Executive Session - August 16, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

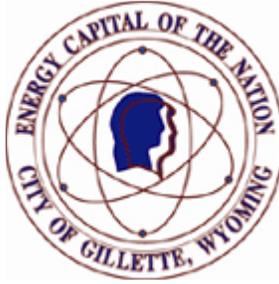
SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Special Meeting - August 30, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Special Meeting - August 30, 2016](#)

A Special Meeting of the City Council was held on Tuesday the 30th day of August 2016.

Present were Councilmen Barks, Carsrud, Jerred, Kuntz, McGrath, Montgomery, and Mayor Carter-King; City Administrator Napier; Attorneys Anderson and Davidson; Directors Boger, Glover, and Hamilton; Project Manager Jensen; Managers Palazzari and Davidsmeier; and City Clerk Abelseth.

Tabled Item

Councilman Barks made a motion to remove from the table, 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 McGrath. Roll was called on the motion. All voted aye. The motion carried and the Resolution removed from the table for discussion.

RESOLUTION 2577

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

General discussion regarding the consensus funding took place. Administrator Robert Palmer and Commissioner Christensen were present during the discussion. After the discussion, Councilman Barks moved to amend the dollar amount from \$75,000 to \$250,000; seconded by Councilman Carsrud. Roll was called on the motion to amend. All voted aye. The motion to amend carried. Roll was called on the original motion, as amended. All voted aye. The motion carried.

Council Tour of the Madison – East

The meeting continued on the tour bus. The group toured the Madison east projects.

Warm-Up Items (on the bus)

Councilman Jerred asked if the informational recycling ad, regarding items that can be recycled, could be reduced in size allowing for the ad to be located in a visible place within a household for easy reference; Councilman Montgomery thanked those involved with the Congressional Tour and added that it was a great success; Councilman Kuntz requested that a larger street sign be placed at Burma Road; Councilman Carsrud reported on the trash in the parking lot at north campus and asked if staff could follow up to see if something could be done regarding this matter. He then reported of road damage on the south side of the Gurley Overpass and asked staff to look into possible repairs; Councilman Barks asked about the progress on Kluver Road. Director Hamilton reported that quotes are out and anticipates that the project will be completed this season.

Beautification Programs Update (on the bus)

Director Glover gave an update regarding the beautification programs and recommendations to downsize the same; there is not enough staff, or time, to continue with some of the programs.

Review September 6th Agenda (on the bus)

The group reviewed the upcoming agenda items. Director Hamilton gave an update regarding the progress of the Southern Industrial and the South Douglas Highway Sewer and Water District.

Communications Manager Palazzari gave an update regarding the recent anti-Muslim protest and emails that have been received regarding the same.

Adjournment

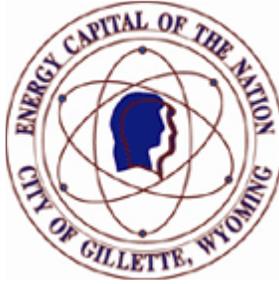
There being no further business to come before the Council, the meeting adjourned at 8:40 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: September 7, 2016

Louise Carter-King, Mayor



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Pre-Meeting - September 6, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Pre-Meeting - September 6, 2016](#)

A Pre-Meeting of the City Council was held on Tuesday the 6th day of September 2016.

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

Warm Up Items

There were none.

Rex Carbon & Atlas Carbon Project Updates

Phil Christopherson, Energy Capital Economic Development, gave an update on the Rex Carbon and Atlas Carbon Projects. General discussion ensued.

National High School Finals Rodeo (NHSFR) Solid Waste Expenses Discussion

Cam-Plex General Manager Paul Foster, approached the Council with an additional funding request in order to offer Cam-Plex eligible employees a retirement package. General discussion ensued. After the discussion, Council reported they would not support the request for funding. Mr. Foster then brought to Council's attention a spike in electricity expenses incurred during the rodeo and RV Rally. After general discussion, it was decided that City staff would make arrangements to have the Cam-Plex's electrical meter tested to ensure it is working properly. Discussion then took place regarding the expenses incurred during the rodeo. After general discussion, Council agreed to waive the solid waste charges contingent upon the County waiving the tipping fees.

Communications Plan Discussion

Due to time constraints, this discussion was moved to the September 13th agenda.

1% Capital Improvement Projects Update

Director Hamilton provided an update on 1%Capital improvement projects.

Adjournment

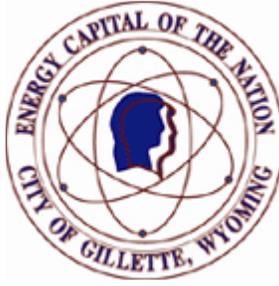
There being no further business to come before the Council, the meeting adjourned at 7:00 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: September 14, 2016

Louise Carter-King, Mayor



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CITY OF GILLETTE

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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Regular Meeting - September 6, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Regular Meeting - September 6, 2016](#)

A meeting of the City Council was held on Tuesday, the 6th day of September 2016. Pastor Billy Wilson of New Life Wesleyan Church led the Invocation and the Pledge of Allegiance was led by Councilman McGrath.

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

Approval of General Agenda

Councilman McGrath moved to approve the General Agenda; seconded by Councilman Jerred. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes:

Executive Session – July 19, 2016

Pre-Meeting – August 16, 2016

Regular Meeting – August 16, 2016

Ordinance 3rd Reading - Consent

ORDINANCE 3901

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

1ST CLASS REALTY	24.05
A & B BUSINESS EQUIPMENT INC	232.00
ACTION DIRECT LLC	58,992.30
ADAMS, BELLE	176.89
ADECCO EMPLOYMENT SERVICES	616.28
ADVOCACY FOR VISUAL ARTS	225.00
AGRICULTURAL CONSULTANTS INC	405.00
AGUIRRE, ADRIAN	85.02
ALDEN, DANIELLE	138.73
ALSCO	1,898.06
ALVARADO, CLEMENTE	33.68
AM SIGNAL INC	1,362.50
AMERICAN WELDING & GAS INC	24.45
ANDREANNA PIERCE	50.00
ANIXTER POWER SOLUTIONS	78,921.12
ARCHITECTURAL SPECIALTIES LLC	3,296.00
ARROW PRINTING AND GRAPHICS INC	85.00
ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE	350.00
AVP CONSULTING LLC	77.94
BEAMS, JEREMY	80.51
BENNETT WEBER & HERMSTAD LLP	8,650.00
BERDGE, ALEXANDRIA	42.19
BEST, DIXIE	90.51
BIG D OIL	26,400.00
BIG HORN TIRE INC	4,160.86
BJ NELSON/NELSON AUTO GLASS	60.00
BKS ENVIRONMENTAL ASSOCIATES	478.44
BLACK CAT CONSTRUCTION LLC	30,100.43
BLACK HILLS POWER & LIGHT	338,088.14
BLACK HILLS WYOMING LLC	383,893.99
BLUE CROSS BLUE SHIELD OF WYOMING	314,623.40

BOISVERT, SHANNON	39.33
BOLSTAD, MICHELLE	138.78
BOMGAARS SUPPLY	37.99
BORDER STATES ELECTRIC	7,350.00
BRADFORD, AMETHYST	188.27
BREANNA'S BAKERY	21.00
BRIAN LAW	300.00
BUESSELER, WILL	79.75
BURLINGTON NORTHERN SANTA FE	4,925.00
BURNS AND MCDONNELL CORPORATION	375,891.97
CAMEL TOWING LLC	80.00
CAMPBELL COUNTY COMMISSIONERS	106,00.00
CAMPBELL COUNTY HOSPITAL DISTRICT	463.00
CAMPBELL COUNTY PARKS AND RECREATION DEPT	38,185.19
CAMPBELL COUNTY PUBLIC WORKS	405,000.00
CAMPBELL COUNTY SHERIFF	7,775.00
CAMPBELL COUNTY WEED AND PEST	246.72
CAMPBELL, BRUCE & RENEE	101.50
CD DEVELOPMENT LLC	60,106.00
CENTURYLINK	3,112.11
CHARTER MEDIA	405.20
CHASE HOME FINANCIAL	21.25
CHILDREN'S HOME SOCIETY	125.00
CITY OF GILLETTE - PETTY CASH	147.00
CNA SURETY	200.00
CODY HOTLINE SCHOOL	250.00
COLLINS COMMUNICATIONS INC	6,891.00
COMMUNITY BANK	11,354.70
CONSOLIDATED WATER SOLUTIONS	2,829.82
COP WYOMING LLC	223,180.79
COUNCIL OF COMMUNITY SERVICES	51,968.60
CPS DISTRIBUTORS	1,113.28
CRAIG FURMAN	50.00
CRUM ELECTRIC SUPPLY COMPANY	16,826.82
CTA INC	5,327.29
CUES INC	687.16
CZAPLA PROPERTIES LLC	56.65
DALE HELSPER	75.00
DAN BRIDGES	150.00
DANA KEPNER COMPANY INC	1,348.62
DELL COMPUTER CORP	13,199.89
DENNIS, BRENDA R & TIM	232.03
DEPARTMENT OF ENERGY	85,692.89
DESERT MOUNTAIN CORPORATION	20,604.68
DESERT RUN APARTMENTS I	103.65
DEXTER'S AUTOMOTIVE	150.00
DICKINSON, MICHAEL & TAMI	10.88
DOVER YOUTH TO YOUTH	315.00
DOWL LLC	34,146.50
DRM INC	136,852.86
DRUM, GORDON	46.96
E Z TOWING & RECOVERY INC	400.00
EARTH WORK SOLUTIONS	84,976.70
EASTON, KYLEE	48.97
ECKLES, KATE	180.92
EDGE CONSTRUCTION SUPPLY	192.45
EDGE ELECTRIC, INC	176.74
EHAB AKRAM TAMIMI	635.00
EMPLOYMENT TESTING SERVICES INC	652.00

EMPTY SEA	274.50
ENERGY CAPITAL ECONOMIC DEVELOPMENT	30,000.00
ENERGY LABORATORIES INC	92.00
EXPRESS SCRIPTS INC	66,641.79
FAIRMONT SUPPLY COMPANY	95.87
FAIRWAY LLC	99.19
FAMILY HEALTH	492.00
FARMER BROTHERS COMPANY	789.65
FASTENAL COMPANY	39.68
FERGUSON ENTERPRISES, INC #1701	50.00
FERNALD, KENNETH	27.58
FIRST AMERICAN TITLE	15,295.80
FIRST INTERSTATE BANK OF GILLETTE	90,665.30
FIRST NATIONAL BANK OF GILLETTE	290,258.12
FLAGSHOOTER LLC	1,481.08
GALL, MORGAN	91.20
GARCIA, AMBER	132.32
GARNEY WYOMING INC	1,972,346.09
GARRISON, ELLIOTTE	49.01
GILLETTE COLLEGE	83,750.00
GILLETTE CONTRACTORS SUPPLY INC	11,102.99
GILLETTE MAIN STREET	160.00
GILLETTE WINNELSON COMPANY	61.85
GOURMET ON THE GO LLC	382.40
GOVCONNECTION	4,626.40
GRIMM'S PUMP AND INDUSTRIAL SUPPLY	1,047.55
HAGLE, JORDAN	135.17
HARRIS, KELSIE	88.88
HAWKINS INC	4,429.46
HIGH GLASS WINDOW CLEANERS INC	2,053.00
HILL, LENNIS	67.40
HILLCREST SPRING WATER INC	171.00
HOMAX OIL	19,460.79
HUTTON, KODIE	141.28
ICKES, JULIE	142.70
INSIGHT PUBLIC SECTOR	13,149.72
INTER-MOUNTAIN LABS INC	171.00
INTERSTATE COMPANIES INC	630.76
IT OUTLET INC	1,225.20
ITRON INC	1,959.53
JAIME REYNOLDS	158.75
JAY JOHNSON	84.99
JENNIFER IVORY	50.00
JEREMY TRAVERSE	99.95
JOHNSON CONTROLS INC	5,894.50
JOSH PAXTON	363.50
KIEHN, JESSICA	99.77
KISER, ALLYSON	578.04
KOIS BROTHERS EQUIPMENT COMPANY	2,155.54
KRIZ-DAVIS COMPANY	2,641.81
LAND SURVEYING INCORPORATED	3,313.22
LARA MILLER	40.00
LAYNE CHRISTENSEN COMPANY	303,581.39
LEON HARLSON	85.00
LILLER, WHITNEY	148.47
MAHAFFY, KYLA	169.32
MANNING WRECKER SERVICE LLC	80.00
MARY AND JOHN SINDELAR	50.00
MCM GENERAL CONTRACTORS	33,613.11

MCNEILUS TRUCK & MANUFACTURING	1,079.24
MFG REMINGTON, LLC	51.57
MIDLAND IMPLEMENT CO INC	1,640.11
MOMENTS FOR PAWSE	76.44
MOTOROLA GOVERNMENT MARKETS SALES	14,228.16
NEVE'S UNIFORM INC	26.94
NOLAND PEACOCK	136.62
NORCO INC	968.91
NORTHWEST LINEMAN COLLEGE	505.40
OFFICE OF STATE LANDS AND INVESTMENTS	8,466.58
ONE CALL OF WYOMING COPR	265.50
OWENS, AMY	133.32
PAINTBRUSH SEWER & DRAIN	1,274.23
PAPER PLUS	50.22
PCA ENGINEERING INC	8,694.78
PERKINS, TIMOTHY	146.49
POWDER RIVER CONSTRUCTION	11,717.70
POWDER RIVER ENERGY CORPORATION	7,549.97
POWDER RIVER OFFICE SUPPLY INC	1,409.76
PREVENTION MANAGEMENT ORGANIZATION OF WYOMING	1,000.00
PROELECTRIC INC	20,137.06
PUCKETT, MARIE J.	80.57
QUALITY LAND HOLDINGS LLC	111.94
QUINONES, AMBER	144.00
RAISLEY PAINTING LLC	32,799.60
RASMUSSEN, JACOB	72.10
RAZOR CITY LOCKSMITH LLC	1,845.70
RECORD STEEL AND CONSTRUCTION, INC	205,964.87
RED RIVER LLC	24.54
REEVE, JAMES & ALEXANDRIA	142.26
REGULATORY COMPLIANCE SERVICES INC	395.00
RHEUFF, SETH	103.00
RINGER LAW P.C.	4,350.00
ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC	888.66
RODRIGUEZ, CARMEN L	123.24
ROTO ROOTER SEWER SERVICE	275.00
S & S BUILDERS LLC	15.72
SCHULTE TA INC	885.00
SIMON CONTRACTORS	756,647.36
SIOUX FALLS CHILDREN'S HOME SOCIETY	125.00
STATE OF WYOMING - DCI	90.00
STROHMEYER, WILLIAM	75.59
SUNDANCE EQUIPMENT COMPANY	482.35
TAX SOLUTIONS & MULTI SERVICE	257.54
TECHNICAL MARKETING MFG INC	237.81
THAT EMBROIDERY PLACE	140.00
THOMAS, COURTNEY	62.69
TIGERTREE, INC	17,600.00
TJ ELECTRIC LLC	919.73
TOTAL ADMINISTRATION SERVICES CORP.	572.70
TRACY, ALEXANDRA	144.32
TW ENTERPRISES INC	852.63
TWO M COMPANY INC	715.50
UMB BANK	54,332.88
UNITED RENTALS	265.91
VAN EWING CONST	4,495.71
VANTAGE POINT SOLUTIONS INC	3,200.00
VERIZON WIRELESS	1,391.10
VERIZON WIRELESS - LERT B	100.00

WAL-MART	111.76
WELLS FARGO BANK	2,750.00
WESCO RECEIVABLES CORP	5,862.34
WHITE'S FRONTIER MOTORS	41,856.00
WINDCREEK SERVICES	447.31
WIRELESS ADVANCE COMMUNICATION	12,280.84
WWQ & PCA ASSOC	270.00
WYODAK RESOURCES DEVELOPMENT CORP	244,062.27
WYOMING ASSOCIATION MUNICIPALITIES	30,533.63
WYOMING DEPARTMENT OF HEALTH	677.00
WYOMING DEPT OF TRANSPORTATION	799.36
WYOMING MACHINERY CO	469.55
WYOMING SCHOOL RESOURCE OFFICE ASSOC	75.00
WYOMING STATE REVENUE AND TAX	113,570.10
WYOMING WATER SOLUTIONS	62.00
WYOSTAR	5,281.00
XING, SUN MING	96.02

Councilman Barks moved to approve the Consent Agenda; seconded by Councilman McGrath. 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 \$149.49; seconded by Councilman Kuntz. Jerred, Barks, Montgomery, McGrath, Kuntz, and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman Carsrud moved to approve a conflict claim for Mayor Carter-King in the amount of \$1,707.97; seconded by Councilman McGrath. Jerred, Barks, Carsrud, Montgomery, McGrath and Kuntz voted aye. Mayor Carter-King abstained. The motion carried.

Comments

Council: Councilman McGrath extended an invitation to the public for the 9/11 Remembrance Ceremony being held at the Fire Department on Sunday, September 11th.

Written: There were no written comments.

Public: There were no public comments.

Other: The Mayor and Council recognized Charlie Anderson for 20 years of service to the City of Gillette and the Gillette Historical Society and Gillette Main Street for their efforts of coordinating the 125th Anniversary Celebration events. A video of past and upcoming events around the community was presented.

Unfinished Business – Ordinance 2nd 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 McGrath moved to approve the foregoing Ordinance on second reading; seconded by Councilman Jerred. All voted aye. The motion carried.

New Business – Minute Action

Councilman Jerred moved to approve 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; seconded by Councilman McGrath. All voted aye. The motion carried.

Councilman Barks moved to reject the bids submitted for the drop-off collection of recyclable materials, project number 17SW01; seconded by Councilman McGrath. Administrator Napier explained the request. All voted aye. The motion carried.

Councilman Jerred moved to approve 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 (1% Project); seconded by Councilman Carsrud. Administrator Napier gave an overview of the project. All voted aye. The motion carried.

Councilman Jerred moved to approve 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 (1% project); seconded by Councilman McGrath. Administrator Napier gave an overview of the project. All voted aye. The motion carried.

RESOLUTION 2578

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

Councilman Jerred moved to approve the foregoing Resolution; seconded by Councilman Carsrud. All voted aye. The motion carried.

RESOLUTION 2579

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

Councilman Carsrud moved to approve the foregoing Resolution; seconded by Councilman McGrath. All voted aye. The motion carried.

RESOLUTION 2580

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

Councilman Jerred moved to approve the foregoing Resolution; seconded by Councilman Barks. All voted aye. The motion carried.

Councilman McGrath moved to accept public improvements for the Alley Pavement Management System 2016 Project, installed by Power River Construction, Inc., in the amount of \$337,971.48 (1% project); seconded by Councilman Barks. Administrator Napier gave an overview of the project. All voted aye. The motion carried.

Councilman McGrath moved to accept public improvements for the Pathway Repairs 2015 Project, installed by Simon Contractors, in the amount of \$222,161.85 (1% project); seconded by Councilman Jerred. Administrator Napier gave an overview of the project. All voted aye. The motion carried.

Councilman Jerred moved to accept 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); seconded by Councilman Barks. Administrator Napier gave an overview of the project. All voted aye. The motion carried.

RESOLUTION 2581

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

Councilman Barks moved to approve the foregoing Resolution; seconded by Councilman Carsrud. All voted aye. The motion carried.

Executive Session

Councilman Montgomery made a motion to move into an Executive Session to discuss personnel; seconded by Councilman Jerred. All voted aye. The motion carried.

Adjournment

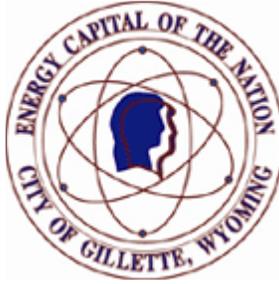
There being no further business, the meeting was adjourned at 7:41 p.m. The next scheduled meeting will be held on September 20, 2016, Council Chambers, City Hall. This meeting can be viewed in its entirety at <http://www.gillettewy.gov/CityCouncilVideos.html>. Minutes can be viewed at <http://www.gillettewy.gov/CityCouncilMinutes.html>.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publication Date: September 14, 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

DATE: 9/20/2016 7:00:00 PM

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](#)

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD			
	54976	REIMBURSE FIRE VEHICLE PURCHASE	121,169.00
		VENDOR TOTAL:	121,169.00
99999-MISC RESTITUTIONS			
	54526	RESTITUTION PAYMENT FROM REBECCA EDWARDS	100.00
	54527	RESTITUTION PAYMENT FROM ANTHONY HAYES	75.00
	54528	RESTITUTION PAYMENT FROM RYAN HAYES	100.00
	54529	RESTITUTION PAYMENT FROM CURTIS HOBSON	50.00
	54530	RESTITUTION PAYMENT FROM TASHINA KOHLMAN	75.00
	54532	RESTITUTION PAYMENT FROM JASON STEEL - FINAL	25.00
	54533	RESTITUTION PAYMENT FROM HOPE MOOSO - FINAL	8.38
	54534	RESTITUTION PAYMENT FROM MARANDA WILSON - FINAL	48.89
		VENDOR TOTAL:	482.27
1511-NORCO INC			
	55081	CUSTODIAL INVENTORY	1,171.38
	55082	CUSTODIAL INVENTORY	97.25
	55083	CUSTODIAL SUPPLIES	677.39
	55084	CUSTODIAL SUPPLIES	235.75
		VENDOR TOTAL:	2,181.77
2037-POWDER RIVER OFFICE SUPPLY INC			
	55086	OS INVENTORY	1,121.00
		VENDOR TOTAL:	1,121.00
2066-SOURCE OFFICE PRODUCTS			
	55099	OFFICE SUPPLIES	1,243.91
		VENDOR TOTAL:	1,243.91
2300-WESTERN STATIONERS			
	55097	OS INVENTORY	234.65

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2300-WESTERN STATIONERS			
	55098	OS INVENTORY	170.70
		VENDOR TOTAL:	405.35
		DIVISION TOTAL:	126,603.30
		DEPARTMENT TOTAL:	126,603.30
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	54573	INTERNET REIMBURSEMENT	23.73
		VENDOR TOTAL:	23.73
2565-ROBIN KUNTZ			
	54575	INTERNET REIMBURSEMENT	14.98
		VENDOR TOTAL:	14.98
2710-TIM CARSRUD			
	54574	INTERNET REIMBURSEMENT	21.50
		VENDOR TOTAL:	21.50
		DIVISION TOTAL:	60.21
02-ADMINISTRATION			
1482-NEWS RECORD			
	54471	ADVERTISING	1,069.75
		VENDOR TOTAL:	1,069.75
2037-POWDER RIVER OFFICE SUPPLY INC			
	54439	PAPER FOR CONGRESSIONAL TOUR BROCHURES	43.99
		VENDOR TOTAL:	43.99
		DIVISION TOTAL:	1,113.74
03-PUBLIC ACCESS			
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	35.00
		VENDOR TOTAL:	35.00
		DIVISION TOTAL:	35.00

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04-SPECIAL PROJECTS			
1397-COLLINS COMMUNICATIONS INC			
	54359	FUEL ISLAND PROJECT	900.00
		VENDOR TOTAL:	900.00
1520-CTA INC			
	54491	CITY WEST INTERIOR REMODEL	235.34
		VENDOR TOTAL:	235.34
1864-FIRST NATIONAL BANK OF GILLETTE			
	55010	CAMPEBELL COUNTY FIRE STATION	29,912.38
	55031	RETAINAGE - GILLETTE COLLEGE S	23,529.91
		VENDOR TOTAL:	53,442.29
1560-HLADKY CONSTRUCTION			
	55009	CAMPBELL COUNTY FIRE STATION N	269,211.38
		VENDOR TOTAL:	269,211.38
1764-JLC SIGN SYSTEMS INC			
	54436	SIGNS FOR CITY WEST	162.50
	54437	SIGNS FOR CITY WEST	97.50
	54438	SIGNS FOR CITY WEST	161.39
		VENDOR TOTAL:	421.39
2908-MOA WYOMING INC			
	55027	GILLETTE COLLEGE STUDENT HOUSI	19,879.01
		VENDOR TOTAL:	19,879.01
1919-PAINTBRUSH SEWER & DRAIN			
	54440	DUMPSTERS FOR CITY WEST REMODEL	686.20
		VENDOR TOTAL:	686.20
2888-SCHUTZ FOSS ARCHITECTS PC			
	55026	CAMPBELL COUNTY FIRE STATION #	14,685.26
		VENDOR TOTAL:	14,685.26
2193-STRATA INC			
	55028	GILLETTE COLLEGE STUDENT HOUSI	770.75
	55034	CAMPBELL COUNTY FIRE STATION N	2,712.50
		VENDOR TOTAL:	3,483.25
3220-TJ ELECTRIC LLC			
	54432	MINI SPLIT SYSTEM FOR IT AT CITY WEST	325.09
	54433	MINI SPLIT SYSTEM FOR IT AT CITY WEST	387.13

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		VENDOR TOTAL:	712.22
2212-VAN EWING CONSTRUCTION			
	55006	GILLETTE COLLEGE STUDENT HOUSI	979,654.68
		VENDOR TOTAL:	979,654.68
3055-ZIONS BANK			
	54384	ANNUAL TRUSTEE FEES - GILLETTE COLLEGE PH II	1,535.18
		VENDOR TOTAL:	1,535.18
		DIVISION TOTAL:	1,344,846.20
		DEPARTMENT TOTAL:	1,346,055.15

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15-ATTORNEY			
15-ATTORNEY			
2476-CAMPBELL COUNTY CLERK OFFICE			
54463	COPIES		0.50
		VENDOR TOTAL:	0.50
1381-CITY OF GILLETTE			
54406	PETTY CASH REIMBURSEMENT 9/2/16		9.00
		VENDOR TOTAL:	9.00
		DIVISION TOTAL:	9.50
		DEPARTMENT TOTAL:	9.50

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20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
	54550	RETURN TO WORK SCREENS	231.50
	54563	RETURN TO WORK SCREENS	231.50
	54564	RETURN TO WORK SCREENS	231.50
		VENDOR TOTAL:	694.50
1381-CITY OF GILLETTE			
	54406	PETTY CASH REIMBURSEMENT 9/2/16	53.80
		VENDOR TOTAL:	53.80
		DIVISION TOTAL:	748.30
21-SAFETY			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
	54523	JUNE 2016 AUDIOGRAM	1.00
		VENDOR TOTAL:	1.00
		DIVISION TOTAL:	1.00
		DEPARTMENT TOTAL:	749.30

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25-FINANCE			
25-FINANCE			
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	280.00
		VENDOR TOTAL:	280.00
		DIVISION TOTAL:	280.00
26-CUSTOMER SERVICE			
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	856.20
		VENDOR TOTAL:	856.20
1764-JLC SIGN SYSTEMS INC			
	54401	ENGRAVING	13.80
		VENDOR TOTAL:	13.80
1898-ONLINE UTILITY EXCHANGE			
	54404	UTILITY EXCHANGE REPORT	421.50
		VENDOR TOTAL:	421.50
		DIVISION TOTAL:	1,291.50
27-PURCHASING			
1086-AT & T MOBILITY NATIONAL ACCOUNTS			
	54442	CELL PHONES CHARGES	2,475.76
		VENDOR TOTAL:	2,475.76
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	35.00
		VENDOR TOTAL:	35.00
2222-VERIZON WIRELESS			
	54443	DATA CARDS	1,424.94
		VENDOR TOTAL:	1,424.94
		DIVISION TOTAL:	3,935.70
		DEPARTMENT TOTAL:	5,507.20

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30-ADMINISTRATIVE SERVICES			
31-CITY CLERK/PRINT SHOP			
1381-CITY OF GILLETTE			
	54406	PETTY CASH REIMBURSEMENT 9/2/16	51.00
		VENDOR TOTAL:	51.00
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	38.80
		VENDOR TOTAL:	38.80
1482-NEWS RECORD			
	54489	LEGAL ADVERTISING	2,885.66
		VENDOR TOTAL:	2,885.66
2406-XEROX CORPORATION			
	54487	METER READING	609.22
		VENDOR TOTAL:	609.22
		DIVISION TOTAL:	3,584.68
32-JUDICIAL			
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	46.80
		VENDOR TOTAL:	46.80
		DIVISION TOTAL:	46.80
33-MAINT OF CITY BUILDINGS			
1040-ALSCO			
	54434	UNIFORM CLEANING	54.13
	54435	RUG CLEANING	60.81
	54485	RUG CLEANING	60.81
	54486	RUG CLEANING	54.13
	54516	RUG CLEANING	60.81
		VENDOR TOTAL:	290.69
1101-B & H PHOTO VIDEO PRO-AUDIO			
	55056	REPLACEMENT PROJECTOR	1,930.00
	55057	REPLACEMENT PROJECTOR	107.00
		VENDOR TOTAL:	2,037.00

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30-ADMINISTRATIVE SERVICES			
33-MAINT OF CITY BUILDINGS			
1150-BEAR'S NATURALLY CLEAN			
	54483	DRY CLEANING FOR ADMIN TABLES	88.00
		VENDOR TOTAL:	88.00
1397-COLLINS COMMUNICATIONS INC			
	54548	FIRE, SECURITY, ACCESS CONTROL	2,506.00
		VENDOR TOTAL:	2,506.00
3031-EMPTY SEA			
	54520	CAR WASH	203.69
		VENDOR TOTAL:	203.69
1844-FARMER BROTHERS COMPANY			
	54492	COFFEE AT CITY HALL	290.70
		VENDOR TOTAL:	290.70
1941-GILLETTE PRINTING COMPANY INC			
	54431	ADA COMPLIANT RESTROOM SIGNS	66.38
		VENDOR TOTAL:	66.38
1947-GILLETTE WINNELSON COMPANY			
	54518	CONDENSATE PUMP FOR OLD WAREHOUSE	58.36
	54519	PARTS FOR OLD WAREHOUSE	78.64
		VENDOR TOTAL:	137.00
1113-LONG BUILDING TECHNOLOGIES			
	54452	HVAC REPAIRS	102.00
	54549	HVAC BUILDING MAINTENANCE	3,880.00
		VENDOR TOTAL:	3,982.00
2067-SOURCEGAS			
	54331	NATURAL GAS - 201 E 5TH ST	508.27
	54344	NATURAL GAS - 808 W WARLOW DR	15.23
		VENDOR TOTAL:	523.50
		DIVISION TOTAL:	10,124.96
34-INFORMATION TECHNOLOGY			
2786-CAMPBELL COUNTY GOVERNMENT			
	54472	ESRI SITE LICENSE	20,830.00
		VENDOR TOTAL:	20,830.00

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30-ADMINISTRATIVE SERVICES			
34-INFORMATION TECHNOLOGY			
1397-COLLINS COMMUNICATIONS INC			
	54368	TOWER MAINTENANCE	1,785.00
		VENDOR TOTAL:	1,785.00
1852-FEDERAL EXPRESS CORPORATION			
	54423	SHIPPING	19.40
		VENDOR TOTAL:	19.40
1873-NOVUSOLUTIONS			
	54345	NOVUS AGENDA	3,990.00
		VENDOR TOTAL:	3,990.00
3011-SKILLSOFT CORPORATION			
	54400	ONLINE TRAINING	3,265.02
		VENDOR TOTAL:	3,265.02
2247-VISIONARY COMMUNICATIONS			
	54467	ISP MONTHLY INTERNET	969.14
		VENDOR TOTAL:	969.14
		DIVISION TOTAL:	30,858.56
35-GEOGRAPHIC INFO SYSTEMS			
2476-CAMPBELL COUNTY CLERK OFFICE			
	54463	COPIES	3.00
		VENDOR TOTAL:	3.00
		DIVISION TOTAL:	3.00
		DEPARTMENT TOTAL:	44,618.00

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40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2597-CRAIG FURMAN			
	54430	DUI BLOOD DRAW	50.00
		VENDOR TOTAL:	50.00
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	37.60
		VENDOR TOTAL:	37.60
2435-WYOMING STATE			
	54426	NOTARY - J NEAL	30.00
		VENDOR TOTAL:	30.00
		DIVISION TOTAL:	117.60
43-SUBSTANCE ABUSE PREVENTION			
1554-DEBRA SEMPLE			
	54388	ADVERTISING	624.00
	54389	ADVERTISING	432.00
	54390	ADVERTISING	468.00
	54391	ADVERTISING	324.00
	54392	ADVERTISING	576.00
	54393	ADVERTISING	396.00
	54394	ADVERTISING	572.00
	54395	ADVERTISING	396.00
	54396	ADVERTISING	624.00
	54397	ADVERTISING	432.00
	54398	ADVERTISING	576.00
	54399	ADVERTISING	396.00
		VENDOR TOTAL:	5,816.00
1145-LEGEND COMMUNICATIONS OF WYOMING			
	54473	ADVERTISING	800.00
	54474	ADVERTISING	1,400.00
	54475	ADVERTISING	1,536.00
	54476	ADVERTISING	1,400.00
	54477	ADVERTISING	1,500.00

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40-POLICE DEPARTMENT			
43-SUBSTANCE ABUSE PREVENTION			
1145-LEGEND COMMUNICATIONS OF WYOMING			
54478	ADVERTISING		1,664.00
		VENDOR TOTAL:	8,300.00
		DIVISION TOTAL:	14,116.00
44-ANIMAL CONTROL			
2754-GOVOLUTION, LLC			
54369	AUGUST 2016 CREDIT CARD FEES		44.50
		VENDOR TOTAL:	44.50
		DIVISION TOTAL:	44.50
45-ANIMAL SHELTER			
1040-ALSCO			
54418	RUG CLEANING		14.80
54429	RUG CLEANING		14.80
		VENDOR TOTAL:	29.60
2067-SOURCEGAS			
54334	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER		105.79
		VENDOR TOTAL:	105.79
		DIVISION TOTAL:	135.39
		DEPARTMENT TOTAL:	14,413.49

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50-PUBLIC WORKS			
51-PARKS			
1040-ALSCO			
	54360	UNIFORM CLEANING	38.20
	54420	UNIFORM CLEANING	38.20
	54453	UNIFORM CLEANING	38.20
		VENDOR TOTAL:	114.60
1165-BIG D SANITATION			
	54456	PORTA TOILETS A VARIOUS PARKS	2,827.50
		VENDOR TOTAL:	2,827.50
1918-GAMETIME			
	54455	TEE NUT SOCKET FOR PLAYGROUND REPAIR	49.65
		VENDOR TOTAL:	49.65
3184-GIT-R-DONE SITE SERVICES, INC			
	54419	PORTA TOILET FOR GUNSLINGER SHOW	80.00
		VENDOR TOTAL:	80.00
1764-JLC SIGN SYSTEMS INC			
	54459	PARKS NAME PLATE	13.80
		VENDOR TOTAL:	13.80
1114-LONG'S PLUMBING & HEATING INC			
	54454	ECSC DRAIN FOR CONCESSION SBUILDING	510.00
		VENDOR TOTAL:	510.00
2897-MOST DEPENDABLE FOUNTAINS INC			
	54457	KIWANIS WATER FOUNTAIN	124.00
		VENDOR TOTAL:	124.00
2067-SOURCEGAS			
	54335	NATURAL GAS - 950 W WARLOW DR	15.23
		VENDOR TOTAL:	15.23
		DIVISION TOTAL:	3,734.78
52-POOL			
1279-CAMPBELL COUNTY PARKS AND RECREATION DEPT			
	54366	CITY POOL CONTRACTUAL SERVICES	24,016.01
		VENDOR TOTAL:	24,016.01

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50-PUBLIC WORKS			
52-POOL			
1999-HAWKINS INC			
	54458	CITY POOL CHEMICALS	2,355.00
			VENDOR TOTAL: 2,355.00
2067-SOURCEGAS			
	54330	NATURAL GAS - 909 S GILLETTE AVE	1,100.97
			VENDOR TOTAL: 1,100.97
			DIVISION TOTAL: 27,471.98
53-FORESTRY			
1006-AC TREE SERVICE			
	54461	TREE REMOVAL FROM STORM ATLAS	13,245.00
			VENDOR TOTAL: 13,245.00
1040-ALSCO			
	54361	UNIFORM CLEANING	7.60
	54421	UNIFORM CLEANING	7.60
	54462	UNIFORM CLEANING	7.60
			VENDOR TOTAL: 22.80
			DIVISION TOTAL: 13,267.80
54-STREETS			
1040-ALSCO			
	54364	UNIFORM CLEANING	71.40
	54422	UNIFORM CLEANING	71.40
			VENDOR TOTAL: 142.80
1174-BIRDSALL SAND AND GRAVEL			
	54362	CONCRETE FOR HOGEYE & ALLEN ST	388.50
			VENDOR TOTAL: 388.50
1614-DESERT MOUNTAIN CORPORATION			
	54565	FY 16-17 ICE SLICER	5,056.05
	54566	FY 16-17 ICE SLICER	3,962.54
	54567	FY 16-17 ICE SLICER	5,200.99
	54568	FY 16-17 ICE SLICER	5,057.35
	54569	FY 16-17 ICE SLICER	5,083.23

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50-PUBLIC WORKS			
54-STREETS			
1614-DESERT MOUNTAIN CORPORATION			
	54570	FY 16-17 ICE SLICER	5,168.64
	54571	FY 16-17 ICE SLICER	5,193.23
	54572	FY 16-17 ICE SLICER	4,010.42
		VENDOR TOTAL:	38,732.45
1511-NORCO INC			
	54365	AUGUST CYLINDER RENT	62.09
		VENDOR TOTAL:	62.09
3187-NORMONT EQUIPMENT COMPANY			
	55085	EMULSION	2,432.70
		VENDOR TOTAL:	2,432.70
2035-POWDER RIVER ENERGY CORPORATION			
	54363	ELECTRIC - SIGN LIGHTING HWY 50	41.23
		VENDOR TOTAL:	41.23
2067-SOURCEGAS			
	54342	NATURAL GAS - 800 N BURMA AVE BLDG 414	18.21
		VENDOR TOTAL:	18.21
2241-TEAM LABORATORY CHEMICAL CORPORATION			
	55087	T11 ROAD PATCH	3,350.00
		VENDOR TOTAL:	3,350.00
		DIVISION TOTAL:	45,167.98
		DEPARTMENT TOTAL:	89,642.54

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60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
1958-PCA ENGINEERING INC			
	54469	SOILS TESTING AT 800 CLARION	275.00
	54470	SOILS TESTING AT 4102 PARK RIDGE	275.00
		VENDOR TOTAL:	550.00
		DIVISION TOTAL:	550.00
61-BUILDING INSPECTION			
2754-GOVOLUTION, LLC			
	54369	AUGUST 2016 CREDIT CARD FEES	38.10
		VENDOR TOTAL:	38.10
		DIVISION TOTAL:	38.10
63-PLANNING			
2476-CAMPBELL COUNTY CLERK OFFICE			
	54463	COPIES	17.00
		VENDOR TOTAL:	17.00
		DIVISION TOTAL:	17.00
64-CODE COMPLIANCE			
1908-DALE HELSPER			
	54346	MOWING AND WEEDEATING - 4501 CHANCERY LN	150.00
	54347	MOWING AND WEEDEATING - 406 LAUREL COURT	65.00
	54348	MOWING AND WEEDEATING - 340 & 344 WEST HILLS LOOP	95.00
		VENDOR TOTAL:	310.00
2349-TRUGREEN CHEMLAWN			
	54349	MOWING - 925 E-Z STREET	75.00
	54464	MOWING AT 411 OVERDALE	65.00
	54465	MOWING AT 3709 ARIEL AVE	75.00
	54466	MOWING AT 5017 MILTON ST	75.00
		VENDOR TOTAL:	290.00
		DIVISION TOTAL:	600.00
		DEPARTMENT TOTAL:	1,205.10
		FUND TOTAL:	1,628,803.58

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1415-CONSOLIDATED ENGINEERS INC			
	55025	PMS 2016 SCHEDULE C CM	518.70
		VENDOR TOTAL:	518.70
1559-DOWL LLC			
	55029	INTERSTATE INDUSTRIAL PARK LID	2,535.00
		VENDOR TOTAL:	2,535.00
1864-FIRST NATIONAL BANK OF GILLETTE			
	55012	DOWNTOWN FACILITY SITE DEVELOP	5,545.18
	55014	PREFABRICATED RESTROOM RETAINA	9,713.70
	55016	PMS 2016 SCHEDULE C RETAINAGE	11,636.04
	55035	SCHOOL ZONE CROSSING PH II RET	1,959.88
		VENDOR TOTAL:	28,854.80
1450-HDR ENGINEERING INC			
	55020	DOWNTOWN FACILITY ENHANCEMENT	3,791.42
	55023	2015 SANITARY SEWER MAIN REPLA	35,920.47
		VENDOR TOTAL:	39,711.89
1560-HLADKY CONSTRUCTION			
	55011	DOWNTOWN FACILITY SITE DEVELOP	49,906.58
	55013	PREFABRICATED RESTROOM	145,705.50
		VENDOR TOTAL:	195,612.08
1589-HOT IRON			
	55022	2015 SANITARY SEWER MAIN REPLA	145,309.93
		VENDOR TOTAL:	145,309.93
1754-KADRMAS, LEE & JACKSON INC			
	55024	2015 WATER MAIN REPLACEMENT CM	26,010.69
		VENDOR TOTAL:	26,010.69
1663-LAND SURVEYING INCORPORATED			
	54521	SURVEYING WORK FOR PMS 2016 SCHEDULE C	3,577.78
		VENDOR TOTAL:	3,577.78

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1312-MORRISON MAIERLE INC			
	55019	PMS 2016 SCHEUDLE A - CM	44,759.16
		VENDOR TOTAL:	44,759.16
1958-PCA ENGINEERING INC			
	54352	MATERIALS TESTING	860.35
	54522	MATERIALS TESTING WORK	1,844.75
	55021	BOXELDER RD ENHANCEMENTS EMERS	7,095.00
		VENDOR TOTAL:	9,800.10
2033-POWDER RIVER CONSTRUCTION			
	54405	GARNER LAKE RAILROAD CROSSING	41,104.80
	55018	2015 WATER MAIN REPLACEMENT CO	480,883.98
	55033	SCHOOL ZONE CROSSINGS PH II CO	98,770.48
		VENDOR TOTAL:	620,759.26
1493-S & S BUILDERS			
	55015	PMS 2016 SCHEDULE C CONSTRUCTI	255,757.29
		VENDOR TOTAL:	255,757.29
1802-SIMON CONTRACTORS			
	55030	PMS 2016 SCHEDULE A CONSTRUCTI	312,083.56
		VENDOR TOTAL:	312,083.56
2432-WYOMING DEPT OF TRANSPORTATION			
	54351	RAILROAD CONSTRUCTION - CITY SHARE	2,420.90
	54562	BOXELDER RD - HWY 50 TO OVERDA	11,805.22
		VENDOR TOTAL:	14,226.12
		DIVISION TOTAL:	1,699,516.36
		DEPARTMENT TOTAL:	1,699,516.36
		FUND TOTAL:	1,699,516.36

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
3238-COMMUNICATIONS SUPPLY CORPORATION			
	55059	PINERIDGE NETWORK POWER	2,556.00
		VENDOR TOTAL:	2,556.00
1519-CRUM ELECTRIC SUPPLY COMPANY			
	55070	POWER SUPPLY FOR DONKEY CREEK	4,895.00
	55100	POWER SUPPLY FOR DONKEY CREEK	5,367.98
		VENDOR TOTAL:	10,262.98
1852-FEDERAL EXPRESS CORPORATION			
	54423	SHIPPING	35.17
		VENDOR TOTAL:	35.17
1816-ISC INC			
	55078	NETWORK FOR DONKEY CREEK	8,901.12
		VENDOR TOTAL:	8,901.12
		DIVISION TOTAL:	21,755.27
		DEPARTMENT TOTAL:	21,755.27
		FUND TOTAL:	21,755.27

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
1086-AT & T MOBILITY NATIONAL ACCOUNTS			
	54442	CELL PHONES CHARGES	1,333.10
		VENDOR TOTAL:	1,333.10
77777-MISC ONE TIME VENDOR			
	54524	IRRIGATION SYSTEM REBATE	360.00
	54525	TOILET REBATE	50.00
		VENDOR TOTAL:	410.00
2222-VERIZON WIRELESS			
	54443	DATA CARDS	425.63
		VENDOR TOTAL:	425.63
2303-WESTERN WASTE SOLUTIONS INC			
	55007	RECYCLING	11,011.30
		VENDOR TOTAL:	11,011.30
		DIVISION TOTAL:	13,180.03
71-ELECTRICAL ENGINEERING			
1684-DRM INC			
	54559	ANNUAL TRENCHING AND BORING AG	1,021.88
	54560	ANNUAL TRENCHING AND BORING AG	2,561.67
		VENDOR TOTAL:	3,583.55
2071-PROELECTRIC INC			
	55044	ELECTRICIAN MAINTENANCE SERVIC	12,929.00
	55045	ELECTRICIAN MAINTENANCE SERVIC	5,706.93
		VENDOR TOTAL:	18,635.93
2127-REGULATORY COMPLIANCE SERVICES INC			
	54356	2016 PCB MANAGEMENT - P KOLATA	795.00
		VENDOR TOTAL:	795.00
		DIVISION TOTAL:	23,014.48
		DEPARTMENT TOTAL:	36,194.51
		FUND TOTAL:	36,194.51

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	54367	UNIFORM CLEANING	23.20
		VENDOR TOTAL:	23.20
		DIVISION TOTAL:	23.20
		DEPARTMENT TOTAL:	23.20
		FUND TOTAL:	23.20

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1040-ALSCO			
	54375	UNIFORM CLEANING	56.20
	54376	UNIFORM CLEANING	56.20
		VENDOR TOTAL:	112.40
2652-ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE			
	54383	CONTRACT MONTHLY FEE	350.00
		VENDOR TOTAL:	350.00
1182-BLACK CAT CONSTRUCTION LLC			
	54504	HILLCREST DR	635.00
	54505	GOODYEAR PARKING LOT	150.00
	54506	KIOWA CURBSTOP BOX	220.00
	54507	6TH & 59 VALVE BOX	295.00
	54508	WIGWAM VALVE BOXES	245.00
	54509	WIGWAM VALVE BOXES	565.00
	54510	REPAIR MAIN AND REPLACE FIRE HYDRANT	5,510.00
	54511	4TH & MILLER	12,170.00
		VENDOR TOTAL:	19,790.00
1642-DPC INDUSTRIES INC			
	54372	CHLORINE	5,461.60
	54403	CHLORINE	1,365.40
		VENDOR TOTAL:	6,827.00
1792-ENERGY LABORATORIES INC			
	54381	TESTING	45.00
	54382	TESTING	306.00
		VENDOR TOTAL:	351.00
1852-FEDERAL EXPRESS CORPORATION			
	54423	SHIPPING	206.00
		VENDOR TOTAL:	206.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1892-FRANDSON SAFETY INC			
	54370	MULTI-GAS MONITOR CALIBRATION	100.00
		VENDOR TOTAL:	100.00
1560-HLADKY CONSTRUCTION			
	54380	INSTALL CURBSTOP	780.00
		VENDOR TOTAL:	780.00
1511-NORCO INC			
	54374	AUGUST 2016 CYLINDER RENT	47.37
		VENDOR TOTAL:	47.37
1958-PCA ENGINEERING INC			
	54494	WIGWAM/SIOUX WATER VALVE	275.00
	54495	WYOMING/MADISON WATER REPAIR	275.00
	54496	MISC TESTING - 905 SKYLARK	200.00
	54497	WIGMAN/ARAPAHOE WATER	275.00
	54498	3902/3904 WIGWAM WATER REPAIR	430.90
	54499	104 STETSON WATER REPAIR	661.55
	54500	COLLINS ROAD WATER	797.50
	54501	ALBERTA/ALMON WATER REPAIR	350.00
	54502	BROBY WATER REPAIR	350.00
	54503	EASTSIDE LAUNDRY WATER	275.00
		VENDOR TOTAL:	3,889.95
2035-POWDER RIVER ENERGY CORPORATION			
	54377	ELECTRIC - PINE RIDGE RESERVOIR	74.65
	54378	ELECTRIC - MADISON REHAB CPS#7	30.00
	54379	ELECTRIC - UNION CHAPEL WATERLINE	30.00
		VENDOR TOTAL:	134.65
2067-SOURCEGAS			
	54338	NATURAL GAS - 816 W WARLOW DR	15.23
		VENDOR TOTAL:	15.23

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
		DIVISION TOTAL:	32,603.60
		DEPARTMENT TOTAL:	32,603.60
		FUND TOTAL:	32,603.60

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
3297-ANTON, ROGER & LAVON			
	54279	UB 18442 610 S BUTLER SPAETH RD G	409.90
		VENDOR TOTAL:	409.90
3296-BERTSCH, KURTIS			
	54278	UB 4914 102 SEQUOIA DR	205.03
		VENDOR TOTAL:	205.03
3313-CATES, GAGE			
	54295	UB 39366 2700 KIRK CT	204.88
		VENDOR TOTAL:	204.88
3312-CLARKE, SARAH & ANTHONY			
	54294	UB 37394 2605 DAYBREAK CT	204.98
		VENDOR TOTAL:	204.98
3299-EASON, MEGAN			
	54281	UB 42560 2673 LEDOUX AVE 305	204.97
		VENDOR TOTAL:	204.97
3307-FITZGERALD, LORNA			
	54289	UB 27422 705 OVERDALE DR	204.83
		VENDOR TOTAL:	204.83
3310-FRANDES, MISHHELLY			
	54292	UB 10218 1113 OVERDALE DR	204.81
		VENDOR TOTAL:	204.81
3304-GEER, JERRY			
	54286	UB 24308 900 E LINCOLN ST D	409.60
		VENDOR TOTAL:	409.60
3298-GOOD, CHRISTOPHER			
	54280	UB 15274 18 AMERICAN LN 4	204.82
		VENDOR TOTAL:	204.82
3301-GUNDERMAN, DIANNE			
	54283	UB 18814 1031 S GURLEY AVE B	205.03
		VENDOR TOTAL:	205.03

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
3300-HEIDRICH, CHAD & AMANDA			
	54282	UB 32084 4404 HEART X CT	204.93
		VENDOR TOTAL:	204.93
3306-HOCUM, TIMOTHY			
	54288	UB 26864 302 COMMERCE DR 8A	409.67
		VENDOR TOTAL:	409.67
3308-HUDDLESTON, DEBORAH			
	54290	UB 30186 925 W WARLOW DR 20	204.88
		VENDOR TOTAL:	204.88
3309-KNS COMMUNICATIONS CONSULT			
	54291	UB 35318 713 EXPRESS DR 938	204.91
		VENDOR TOTAL:	204.91
3302-LINE FINDERS			
	54284	UB 20196 2201 MITCHELL AVE	409.73
		VENDOR TOTAL:	409.73
3311-MAUDSLEY, CORBIN & GILLIAN			
	54293	UB 36170 1401 HEATHER CT	204.97
		VENDOR TOTAL:	204.97
3305-MELLOTT, LEVI			
	54287	UB 24614 1101 ORCHID LN	204.95
		VENDOR TOTAL:	204.95
88888-MISC UTILITY OVERPAYMENTS			
	54297	UE 24624 1203 ORCHID	77.13
	54317	UE 14362 900 LINCOLN	30.00
	54318	UE 14270 602 LARAMIE	111.59
	54319	UE 36160 1409 JIM	51.10
	54320	UE 38082 804 MOUNTAIN VIEW	190.71
	54321	UE 6490 701 VIVIAN	118.61
	54322	UE 25130 600 GARNER LAKE	88.84

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	54323	UE 32522 4520 RUNNING W	154.19
	54324	UE 14336 826 LARAMIE	102.41
	54325	UE 3050 430 PRAIRIEVIEW	153.74
	54326	UE 6312 600 VIVIAN	27.01
	54327	UE 33104 1324 WARLOW	88.29
	54328	UE 42414 3706 TANNER	24.20
	54329	UE 18258 1024 CHURCH	74.96
	55046	UE 8874 1007 DALBEY	200.00
	55047	UE 28468 4200 OVERDALE	61.41
	55048	UE 35276 709 EXPRESS	145.39
	55049	UE 35058 701 EXPRESS	150.01
	55050	UE 33636 828 GURLEY	46.60
	55051	UE 42526 2673 LEDOUX	119.79
	55052	UE 27676 1101 DESERT HILLS	170.77
	55053	UE 33850 5402 GLOCK	22.62
	55054	UE 7132 2400 CASCADE	17.48
		VENDOR TOTAL:	2,226.85
3303-SUDDEN SERVICE INC			
	54285	UB 26360 518 N HWY 14-16 B	409.88
		VENDOR TOTAL:	409.88
3314-SUTHERLAND, CARRIE & BERT			
	54296	UB 39470 5000 DARRELL ST	204.86
		VENDOR TOTAL:	204.86
		DIVISION TOTAL:	7,144.48
		DEPARTMENT TOTAL:	7,144.48

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1684-DRM INC			
	54558	ANNUAL TRENCHING AND BORING AG	12,067.01
		VENDOR TOTAL:	12,067.01
1591-HOTLINE ELECTRICAL			
	54482	METER TEST BOARD ANNUAL CALIBRATION	850.00
		VENDOR TOTAL:	850.00
1264-MCM GENERAL CONTRACTORS			
	54555	ANNUAL TRENCHING AND BORING AG	1,278.48
	54556	ANNUAL TRENCHING AND BORING AG	27,426.03
	54557	ANNUAL TRENCHING AND BORING AG	47,046.66
	55043	ANNUAL TRENCHING AND BORING AG	9,064.21
		VENDOR TOTAL:	84,815.38
1919-PAINTBRUSH SEWER & DRAIN			
	54481	SOUTH ANNEX PORTA POTTY	105.00
		VENDOR TOTAL:	105.00
1958-PCA ENGINEERING INC			
	54551	PROFESSIONAL SURVEYING & EASEM	921.00
	54552	PROFESSIONAL SURVEYING & EASEM	3,699.80
	55037	PROFESSIONAL SURVEYING & EASEM	187.50
	55038	PROFESSIONAL SURVEYING & EASEM	276.00
	55039	PROFESSIONAL SURVEYING & EASEM	1,544.85
	55040	PROFESSIONAL SURVEYING & EASEM	979.09
	55041	PROFESSIONAL SURVEYING & EASEM	1,109.40
		VENDOR TOTAL:	8,717.64
2035-POWDER RIVER ENERGY CORPORATION			
	54479	POLE ATTACHMENT LEASE	254.60
		VENDOR TOTAL:	254.60
2071-PROELECTRIC INC			
	54553	ELECTRICIAN MAINTENANCE SERVIC	5,312.54
	54554	ELECTRICIAN MAINTENANCE SERVIC	4,812.50

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
		VENDOR TOTAL:	10,125.04
2067-SOURCEGAS			
	54337	NATURAL GAS - 940 W WARLOW DR	15.23
		VENDOR TOTAL:	15.23
2289-WESCO DISTRIBUTION INC			
	54480	REPLACEMENT STAR CONTROLLER	2,600.00
		VENDOR TOTAL:	2,600.00
		DIVISION TOTAL:	119,549.90
		DEPARTMENT TOTAL:	119,549.90
		FUND TOTAL:	126,694.38

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	54446	UNIFORM CLEANING	102.24
		VENDOR TOTAL:	102.24
2480-CAMPBELL COUNTY ENGINEERS			
	54468	AUGUST 2016 WASTEWATER LANDFILL CHARGES	3,768.00
		VENDOR TOTAL:	3,768.00
1522-CUES INC			
	54445	PARTS	163.51
		VENDOR TOTAL:	163.51
1684-DRM INC			
	54354	CREDIT	-8,471.69
	54355	EXPOSE SEWER MAIN FORM REPAIR	6,729.33
		VENDOR TOTAL:	-1,742.36
1852-FEDERAL EXPRESS CORPORATION			
	54385	SHIPPING	68.17
		VENDOR TOTAL:	68.17
1892-FRANDSON SAFETY INC			
	54444	MULTI-GAS MONITOR CALIBRATION	20.00
		VENDOR TOTAL:	20.00
2035-POWDER RIVER ENERGY CORPORATION			
	54353	ELECTRIC - GIL EASTSIDE GURLEY LIFT	841.75
	54424	ELECTRIC - GIL SEWAGE MTR STA	34.09
		VENDOR TOTAL:	875.84
2067-SOURCEGAS			
	54332	NATURAL GAS - 3101 S GARNER LAKE RD	464.66
	54333	NATURAL GAS - 4520 UNIVERSITY RD	18.61
	54343	NATURAL GAS - 1700 PLUM CREEK	17.03
		VENDOR TOTAL:	500.30
		DIVISION TOTAL:	3,755.70
		DEPARTMENT TOTAL:	3,755.70
		FUND TOTAL:	3,755.70

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
30-ADMINISTRATIVE SERVICES			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	54517	RUG CLEANING	71.73
		VENDOR TOTAL:	71.73
1844-FARMER BROTHERS COMPANY			
	54493	COFFEE AT CITY WEST	147.30
		VENDOR TOTAL:	147.30
1560-HLADKY CONSTRUCTION			
	54358	CITY WEST REMODEL	30,989.00
		VENDOR TOTAL:	30,989.00
1511-NORCO INC			
	55101	ZEP DISPENSER FOR WW	60.48
		VENDOR TOTAL:	60.48
2067-SOURCEGAS			
	54336	NATURAL GAS - 624 COMMERICAL DR	70.23
	54340	NATURAL GAS - 561 COMMERICAL DR	82.70
	54341	NATURAL GAS - 611 N EXCHANGE AVE	15.23
		VENDOR TOTAL:	168.16
3220-TJ ELECTRIC LLC			
	54441	ELECTRICAL WORK IN OFFICES AT PUBLIC WORKS	454.19
	54448	ELECTRICAL WORK IN OFFICES AT PUBLIC WORKS	932.34
	54449	ELECTRICAL WORK IN OFFICES AT PUBLIC WORKS	409.68
	54450	ELECTRICAL WORK IN OFFICES AT PUBLIC WORKS	550.68
	54451	ELECTRICAL WORK IN OFFICES AT PUBLIC WORKS	315.00
	54512	PUBLIC WORKS REMODEL	852.20
	54513	VEHICLE MAINTENANCE LIGHTING	5,000.00
	54514	VEHICLE MAINTENANCE LIGHTING	5,000.00

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
30-ADMINISTRATIVE SERVICES			
39-CITY WEST BUILDING MAINT			
3220-TJ ELECTRIC LLC			
	54515	VEHICLE MAINTENANCE LIGHTING	10,808.00
		VENDOR TOTAL:	24,322.09
		DIVISION TOTAL:	55,758.76
		DEPARTMENT TOTAL:	55,758.76
		FUND TOTAL:	55,758.76
	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	55055	ELECTRICAL INVENTORY	1,823.52
		VENDOR TOTAL:	1,823.52
1197-BORDER STATES ELECTRIC			
	55058	ELECTRICAL INVENTORY	1,000.00
		VENDOR TOTAL:	1,000.00
1459-CPS DISTRIBUTORS			
	55069	PARK'S INVENTORY **NEW ITEM**	420.00
		VENDOR TOTAL:	420.00
1519-CRUM ELECTRIC SUPPLY COMPANY			
	55071	ELECTRICAL INVENTORY	8,824.80
	55072	ELECTRICAL INVENTORY	847.00
		VENDOR TOTAL:	9,671.80
1574-DANA KEPNER COMPANY INC			
	55073	WATER'S INVENTORY	337.00
	55074	WATER'S INVENTORY	399.00
		VENDOR TOTAL:	736.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
	55060	PARK'S INVENTORY	301.44
	55061	WATER'S INVENTORY	65.07

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	55062	WATER'S INVENTORY	206.70
	55063	PARK'S INVENTORY	611.12
	55064	PARK'S INVENTORY	644.18
	55065	PARK'S INVENTORY	1,035.72
	55066	WATER'S INVENTORY	252.60
	55067	WATER'S INVENTORY	604.55
	55068	TRAFFIC INVENTORY	48.96
		VENDOR TOTAL:	3,770.34
1598-KRIZ-DAVIS COMPANY			
	55079	ELECTRICAL INVENTORY	79.03
		VENDOR TOTAL:	79.03
1479-NEWMAN SIGNS INC			
	55080	TRAFFIC INVENTORY	345.00
		VENDOR TOTAL:	345.00
2175-TWO M COMPANY INC			
	55088	PARK'S INVENTORY	705.00
		VENDOR TOTAL:	705.00
2289-WESCO DISTRIBUTION INC			
	55089	ELECTRICAL INVENTORY	984.06
	55090	ELECTRICAL INVENTORY	29,400.00
	55091	ELECTRICAL INVENTORY	94.44
	55092	ELECTRICAL INVENTORY ** NEW IT	11.60
	55093	ELECTRICAL INVENTORY	231.30
	55094	ELECTRICAL INVENTORY	558.00
	55095	ELECTRICAL INVENTORY	1,470.24
	55096	ELECTRICAL INVENTORY	5,610.00
		VENDOR TOTAL:	38,359.64
		DIVISION TOTAL:	56,910.33
		DEPARTMENT TOTAL:	56,910.33

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25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	54357	UNIFORM CLEANING	25.63
	54427	RUG CLEANING	25.63
		VENDOR TOTAL:	51.26
2067-SOURCEGAS			
	54339	NATURAL GAS - 800 BURMA AVE	84.41
		VENDOR TOTAL:	84.41
		DIVISION TOTAL:	135.67
		DEPARTMENT TOTAL:	135.67
		FUND TOTAL:	57,046.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1575-HOMAX OIL			
	55075	INVENTORY	420.18
	55076	GASOLINE	25,808.84
		VENDOR TOTAL:	26,229.02
		DIVISION TOTAL:	26,229.02
		DEPARTMENT TOTAL:	26,229.02

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
1040-ALSCO			
	54417	UNIFORM CLEANING	44.13
		VENDOR TOTAL:	44.13
1167-BIG HORN TIRE INC			
	54413	SKIDSTEER	420.00
		VENDOR TOTAL:	420.00
1397-COLLINS COMMUNICATIONS INC			
	54488	REPAIR MICROPHONE	84.60
		VENDOR TOTAL:	84.60
1525-CUMMINS ROCKY MOUNTAIN INC			
	54410	FIX EXHAUST LEAK AND FUEL LEAK	936.10
		VENDOR TOTAL:	936.10
1848-FASTENAL COMPANY			
	54414	STOCK	633.74
		VENDOR TOTAL:	633.74
1587-KOIS BROTHERS EQUIPMENT COMPANY			
	54412	PARTS	1,027.82
		VENDOR TOTAL:	1,027.82
3295-MCNEILUS TRUCK & MANUFACTURING			
	54409	PARTS	488.56
		VENDOR TOTAL:	488.56
1291-MIDLAND IMPLEMENT CO INC			
	54407	PARTS	20.55
	54416	PARTS	164.66
		VENDOR TOTAL:	185.21
2074-SOUTHWESTERN EQUIPMENT COMPANY			
	54411	PARTS	496.46
		VENDOR TOTAL:	496.46

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
2799-SUNDANCE EQUIPMENT COMPANY			
	54408	PARTS	52.08
		VENDOR TOTAL:	52.08
		DIVISION TOTAL:	4,368.70
		DEPARTMENT TOTAL:	4,368.70
		FUND TOTAL:	30,597.72
	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
30-ADMINISTRATIVE SERVICES			
38-LIABILITY INSURANCE			
2799-SUNDANCE EQUIPMENT COMPANY			
	54415	PARTS	22.82
		VENDOR TOTAL:	22.82
		DIVISION TOTAL:	22.82
		DEPARTMENT TOTAL:	22.82
		FUND TOTAL:	22.82
		GRAND TOTAL:	3,692,771.90

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
99999-MISC RESTITUTIONS			
	54078	RESTITUTION PAYMENT FROM REBECCA EDWARDS	100.00
	54079	RESTITUTION PAYMENT FROM CHARLES JENNINGS	25.00
	54080	RESTITUTION PAYMENT FROM CHARLES JENNINGS	25.00
	54081	RESTITUTION PAYMENT FROM MEGAN BROWN	100.00
	54082	RESTITUTION PAYMENT FROM BRANDON GUFFEY	25.00
	54083	RESTITUTION PAYMENT FROM BRANDON BERGEN	100.00
	54084	RESTITUTION PAYMENT FROM LAURA BOYER	10.11
	54085	RESTITUTION PAYMENT FROM KARA DOWLING - FINAL	80.00
	54086	RESTITUTION PAYMENT FROM ERIK PECK	5.67
	54087	RESTITUTION PAYMENT FROM YESENIS GARCIA URIBE	420.00
	54088	RESTITUTION PAYMENT FROM CARLA PALOMO	100.00
	54089	RESTITUTION PAYMENT FROM ISRAEL UGALDE	100.00
	54090	RESTITUTION PAYMENT FROM DANIEL FRECHEA	50.00
	54091	RESTITUTION PAYMENT FROM MICHAELNE LAZARUS	50.00
	54092	RESTITUTION PAYMENT FROM JESSE APPLGATE	68.40
	54093	REFUND OF PAYMENT	166.00
	54094	RESTITUTION PAYMENT FROM CAMERON LAZARUS	350.00
	54095	RESTITUTION PAYMENT FROM OMAR NOYOLA	100.00
		VENDOR TOTAL:	1,875.18
		DIVISION TOTAL:	1,875.18
		DEPARTMENT TOTAL:	1,875.18
		FUND TOTAL:	1,875.18
		GRAND TOTAL:	1,875.18

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE			
	54313	GOLD BUCKS	1,125.00
		VENDOR TOTAL:	1,125.00
		DIVISION TOTAL:	1,125.00
		DEPARTMENT TOTAL:	1,125.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
		1351-CAMPBELL COUNTY CHAMBER OF COMMERCE	
	54313	GOLD BUCKS	3.75
		VENDOR TOTAL:	3.75
		1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD	
	54312	FY16 CAPITAL CARRYOVER	1,786.46
		VENDOR TOTAL:	1,786.46
		DIVISION TOTAL:	1,790.21
		DEPARTMENT TOTAL:	1,790.21
		FUND TOTAL:	2,915.21

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
7777-MISC ONE TIME VENDOR			
	54314	RIMBURSEMENT FOR CONSTRUCTION OF WATER LINE	35,331.25
		VENDOR TOTAL:	35,331.25
		DIVISION TOTAL:	35,331.25
		DEPARTMENT TOTAL:	35,331.25
		FUND TOTAL:	35,331.25
		GRAND TOTAL:	38,246.46

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	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
1344-CAMPBELL COUNTY COORDINATED BENEFITS TRUST			
	54309	AUGUST 2016 GALLAGHER MONTHLY CONSULTING	1,930.55
	54310	SEPTEMBER 2016 ADMIN FEES	989.40
	54316	SEPTEMBER 2016 SHORT TERM DISABILITY ADMIN FEES	152.50
		VENDOR TOTAL:	3,072.45
2503-DELTA DENTAL OF WYOMING			
	54308	AUGUST 2016 CLAIMS	21,205.20
		VENDOR TOTAL:	21,205.20
		DIVISION TOTAL:	24,277.65
		DEPARTMENT TOTAL:	24,277.65
		FUND TOTAL:	24,277.65
		GRAND TOTAL:	24,277.65

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1862-FIRST INTERSTATE BANK OF GILLETTE			
	54311	EMPLOYEES OF THE QUARTER GIFT CARD	128.95
		VENDOR TOTAL:	128.95
		DIVISION TOTAL:	128.95
		DEPARTMENT TOTAL:	128.95
		FUND TOTAL:	128.95
		GRAND TOTAL:	128.95

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2672-UMB BANK			
	55005	AUGUST 2016 P-CARDS	54,571.94
		VENDOR TOTAL:	54,571.94
		DIVISION TOTAL:	54,571.94
		DEPARTMENT TOTAL:	54,571.94

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
2586-TOTAL ADMINISTRATION SERVICES CORP.			
	54539	JULY 2016 COBRA ADMIN FEES	287.50
		VENDOR TOTAL:	287.50
		DIVISION TOTAL:	287.50
		DEPARTMENT TOTAL:	287.50
		FUND TOTAL:	54,859.44

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	54542	AUGUST 2016 SALES & USE TAX	101,571.94
		VENDOR TOTAL:	101,571.94
		DIVISION TOTAL:	101,571.94
		DEPARTMENT TOTAL:	101,571.94

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
	54535	AUG 2016 WYGEN III ANCILLARY SERVICES	97,899.37
	54536	AUG 2016 CTII ENERGY	688.00
		VENDOR TOTAL:	98,587.37
2697-BLACK HILLS WYOMING LLC			
	54537	SEPT 2016 CTII GROUND LEASE	3,395.00
	54538	AUG 2016 CTII ENERGY	311,676.68
		VENDOR TOTAL:	315,071.68
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	54540	SEPT 2016 WYGEN III GROUND LEASE	34,204.98
	54541	AUG 2016 WYGEN III COAL	198,851.70
		VENDOR TOTAL:	233,056.68
		DIVISION TOTAL:	646,715.73
		DEPARTMENT TOTAL:	646,715.73
		FUND TOTAL:	748,287.67

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	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	54543	SEPT 2016 ADMIN FEES	54,447.60
	54544	WEEKLY CLAIMS LISTING	59,942.40
	54545	WEEKLY CLAIMS LISTING	55,223.04
		VENDOR TOTAL:	169,613.04
2555-EXPRESS SCRIPTS INC			
	54546	PRESCRIPTION DRUG COSTS	20,755.32
	54547	PRESCRIPTION DRUG COSTS	14,407.50
		VENDOR TOTAL:	35,162.82
		DIVISION TOTAL:	204,775.86
		DEPARTMENT TOTAL:	204,775.86
		FUND TOTAL:	204,775.86
		GRAND TOTAL:	1,007,922.97

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
66666-MISC P-CARD VENDOR			
	54588	WATER & MINTS FOR ADMINISTRATION	41.92
	54648	IN *SKIP TO MY LOU CATERI	210.00
	54693	WAL-MART #1485	27.86
	54694	WAL-MART #1485	153.01
	54745	CARRIE SIEHS CATERING	228.40
	54840	SUBWAY 03116324	157.50
	54865	CARRIE SIEHS CATERING	220.00
	54881	HOLIDAY INNS	97.90
	54882	HOLIDAY INNS	97.90
	54883	HOLIDAY INNS	97.90
	54884	HOLIDAY INNS	97.90
		VENDOR TOTAL:	1,430.29
		DIVISION TOTAL:	1,430.29
02-ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	54584	CASPER STAR TRIBUNE	12.00
	54613	IN *SKIP TO MY LOU CATERI	18.00
	54639	POKEY'S BBQ & SMOKEHOUSE	50.98
	55004	INTERNATION	720.00
		VENDOR TOTAL:	800.98
2050-PRIME RIB RESTAURANT			
	54820	THE PRIME RIB RESTAURA	44.52
	54956	THE PRIME RIB RESTAURA	32.05
		VENDOR TOTAL:	76.57
		DIVISION TOTAL:	877.55

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
03-PUBLIC ACCESS			
	66666-MISC P-CARD VENDOR		
	54844	WAL-MART #1485	31.94
		VENDOR TOTAL:	31.94
		DIVISION TOTAL:	31.94
04-SPECIAL PROJECTS			
	2400-WYOMING WATER SOLUTIONS		
	54766	WYOMING WATER SOLUTIONS-FITNESS ROOM WATER	21.00
		VENDOR TOTAL:	21.00
		DIVISION TOTAL:	21.00
		DEPARTMENT TOTAL:	2,360.78

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
66666-MISC P-CARD VENDOR			
	54638	PAYPAL *WYOMINGSOCI	225.00
	54997	CAMPBELL COUNTY CLINICS-PRE EMPLOY HEARING TESTS F	350.00
	54998	IN *JERRY POST PSY.D. PRE EMPLOYMENT PSY EVAL -	300.00
	55003	CIRCADIAN STORE-HEALTH & SAFETY GUIDES FOR PD	153.37
		VENDOR TOTAL:	1,028.37
2037-POWDER RIVER OFFICE SUPPLY INC			
	54671	POWDER RIVER OFFICE SUPPL-HANDBOOK BINDING SUPPLIE	63.45
		VENDOR TOTAL:	63.45
		DIVISION TOTAL:	1,091.82
21-SAFETY			
66666-MISC P-CARD VENDOR			
	54786	SILVER CREEK STEAKHOUSE L-PRSC BREAKFAST MEETING-S	11.94
		VENDOR TOTAL:	11.94
		DIVISION TOTAL:	11.94
		DEPARTMENT TOTAL:	1,103.76

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
	66666-MISC P-CARD VENDOR		
	54699	EAGLE TM - UNCLAIMED PROPERTY SOFTWARE	79.00
	54856	FORMS FULFILLMENT CHECK C - A/P & PAYROLL CHECKS	488.91
		VENDOR TOTAL:	567.91
2037-POWDER RIVER OFFICE SUPPLY INC			
	54772	POWDER RIVER OFFICE SUPPLY - INK FOR STAMP	5.99
		VENDOR TOTAL:	5.99
		DIVISION TOTAL:	573.90
		DEPARTMENT TOTAL:	573.90

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
30-ADMINISTRATIVE SERVICES			
30-ADMINISTRATIVE SERVICES			
66666-MISC P-CARD VENDOR			
	54608	SALE REVERSAL - UNAUTHORIZED CHARGES ON 7/22/16	-30.00
	54714	FRAME FOR PUBLIC WORKS' RISK WINS! AWARD CERTIFICA	4.20
		VENDOR TOTAL:	-25.80
		DIVISION TOTAL:	-25.80
31-CITY CLERK/PRINT SHOP			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54635	2-PART PAPER FOR P.D.	224.99
	54710	SUPPLIES FOR P.D. FORMS	299.90
		VENDOR TOTAL:	524.89
		DIVISION TOTAL:	524.89
33-MAINT OF CITY BUILDINGS			
66666-MISC P-CARD VENDOR			
	54764	CUSTODIAL MEAL - NOT APPROVED - REIMBURSED BY DARI	113.57
	54837	WO #30915 FILTERS FOR ICE MACHINE IN C.H. BREAKROO	329.64
	54877	WO #30977 NEW CASTER WHEELS FOR TABLES IN CHAMBERS	173.33
	54906	WO #31248 T-8 LIGHT BULBS FOR CITY HALL	145.11
	54974	WO #31132 LIGHT BULBS FOR 3RD FLOOR	207.94
		VENDOR TOTAL:	969.59
2123-RECORD SUPPLY INC NAPA			
	54644	WO #30474 REPLACE BELT ON AIR COMPRESSOR IN C.H. B	30.16
		VENDOR TOTAL:	30.16
		DIVISION TOTAL:	999.75
34-INFORMATION TECHNOLOGY			
1374-CHRIS SUPPLY COMPANY INC			
	54928	WO #20891 JACKS & FACEPLATES FOR PUBLIC WORKS REMO	108.45
		VENDOR TOTAL:	108.45
66666-MISC P-CARD VENDOR			
	54801	DINING EXPENSE - CYBER SECURITY TRAINING IN CASPER	9.94
	54851	WO #30202 REPLACEMENT ARMORED PHONE HANDSET CORD	70.19

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
30-ADMINISTRATIVE SERVICES			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
	54948	WO #26208 CAMERAS RJ45 CONNECTOR	49.75
		VENDOR TOTAL:	129.88
1889-OFFICE DEPOT INC			
	54637	WO #29842, WO #29956 & I.T. SPARE - REPLACEMENT CO	29.97
		VENDOR TOTAL:	29.97
		DIVISION TOTAL:	268.30
35-GEOGRAPHIC INFO SYSTEMS			
66666-MISC P-CARD VENDOR			
	54955	OFFICESUPPLY.COM	69.99
		VENDOR TOTAL:	69.99
		DIVISION TOTAL:	69.99
		DEPARTMENT TOTAL:	1,837.13

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
1038-ALLIED 100			
	54619	AED SUPERSTORE - AED SUPPLIES	283.80
		VENDOR TOTAL:	283.80
1150-BEAR'S NATURALLY CLEAN			
	54658	BEARS NATURALLY CLEAN IN - JULY DRY CLEANING	311.35
		VENDOR TOTAL:	311.35
3227-BROWNELLS INC			
	54842	BROWNELLS INC	23.94
		VENDOR TOTAL:	23.94
66666-MISC P-CARD VENDOR			
	54630	JIMMY JOHNS - 1673 - WEINHARDT TRAINING IN SHERIDA	10.78
	54631	BLACKSTONE GRILL - WEINHARDT TRAINING IN SHERIDAN	33.15
	54632	THORNAPPLE FLORAL - OVERCHARGED ON ORIGINAL RECEIP	-8.00
	54653	DAIRY QUEEN #11013 - WEINHARDT TRAINING IN SHERIDA	2.85
	54654	WYOMINGS RIB CHOPS H - WEINHARDT TRAINING IN SHER	33.29
	54655	QDOBA #2790 - WEINHARDT TRAINING IN SHERIDAN	10.20
	54656	WM SUPERCENTER #1508 - WEINHARDT TRAINING IN SHERI	27.21
	54657	STARBUCKS STORE 10769 - WEINHARDT TRAINING IN SHER	9.70
	54659	AMAZON.COM AMZN.COM/BILL - HARD DRVIE FOR INVESTIG	196.99
	54673	WM SUPERCENTER #1508 - WEINHARDT TRAINING IN SHER	24.86
	54700	QDOBA #2790 - WEINHARDT TRAINING IN SHERIDAN	10.20
	54701	STARBUCKS STORE 10769 - WEINHARDT TRAINING IN SHER	8.40
	54702	BEST WESTERN - WEINHARDT TRAINING IN SHERIDAN	391.60
	54750	WYOMING WATER SOLUTIONS - WATER FOR PD	154.00
	54774	WAL-MART #1485 - SUPPLIES FOR EVIDENCE / PATROL	219.52
	54850	GIORGIOS NY PIZZER - MAHYLIS & VOS TRAINING IN COL	39.00
	54880	SMASHBURGER #1032 - MAHYLIS & VOS TRAINING IN COLO	22.64
	54909	RUSTY TACO - MAHYLIS & VOS TRAINING IN COLORADO	14.85
	54910	TGI FRIDAYS 62616 - MAHYLIS & VOS TRAINING IN COLO	54.97
	54911	TEXAS RDHSECHEYENNE L - MAHYLIS & VOS TRAINING IN	48.59

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	54917	GALLS - FLARES FOR PATROL	123.94
	55000	BABE'S FLOWERS - TAYLORS GRANDMOTHERS FUNERAL (REI	41.10
		VENDOR TOTAL:	1,469.84
2031-POSY PATCH			
	54773	POSY PATCH - STUBERS GRANDFATHERS FUNERAL (PLANT)	52.95
		VENDOR TOTAL:	52.95
2037-POWDER RIVER OFFICE SUPPLY INC			
	54703	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES / PENS	18.89
		VENDOR TOTAL:	18.89
1810-SIRCHIE FINGER PRINT LAB			
	54828	SIRCHIE FINGER PRINT LABO - EVIDENCE COLLECTION KI	640.24
		VENDOR TOTAL:	640.24
		DIVISION TOTAL:	2,801.01
42-VOCA/AWA			
66666-MISC P-CARD VENDOR			
	54660	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL FOR VIC	19.96
	54674	JIMMY JOHNS - 2009 - EMERGENCY FINANCIAL FOR VICTI	10.35
	54675	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL FOR VIC	23.34
	54676	RAMADA GILLETTE - EMERGENCY FINANCIAL FOR VICTIM	91.52
	54704	RAMADA GILLETTE - EMERGENCY FINANCIAL FOR VICTIM	106.52
		VENDOR TOTAL:	251.69
2037-POWDER RIVER OFFICE SUPPLY INC			
	54843	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	8.39
	54857	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	10.00
	54858	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	25.99
		VENDOR TOTAL:	44.38
		DIVISION TOTAL:	296.07
45-ANIMAL SHELTER			
1064-ANIMAL MEDICAL CENTER OF WYOMING LLC			
	54620	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER	50.00

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	54621	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	54633	COMMUNITY VETERINARY CLIN -SPAY & NEUTER	50.00
	54661	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	54705	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	54751	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	150.00
	54787	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	70.00
	54888	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	54918	COMMUNITY VETERINARY CLIN - SPAY & NEUTER	50.00
	54941	COMMUNITY VETERINARY CLIN - SPAY / NEUTER	50.00
	54942	COMMUNITY VETERINARY CLIN - SPAY / NEUTER	35.00
	54986	COMMUNITY VETERINARY CLIN - RABIES	6.00
		VENDOR TOTAL:	661.00
1283-CAMPBELL PET COMPANY			
	54827	CAMPBELL PET CO - ONLINE - LEASHES & COLLARS	175.66
		VENDOR TOTAL:	175.66
2675-GILLETTE PET VET CLINIC			
	54622	GILLETTE PET VET CLINIC - RABIES	34.50
	54887	GILLETTE PET VET CLINIC - SPAY & NEUTER	50.00
		VENDOR TOTAL:	84.50
66666-MISC P-CARD VENDOR			
	54634	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
	54662	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	150.00
	54706	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
	54707	RED HILLS VETERINARY HOSP - SPAY & NEUTER	100.00
	54708	RED HILLS VETERINARY HOSP - RESCUE TAGS	28.00
	54814	RED HILLS VETERINARY HOSP - SPAY & NEUTER	125.00
	54859	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
	54919	RED HILLS VETERINARY HOSP - SPAY & NEUTER	125.00
	54920	RED HILLS VETERINARY HOSP - SPAY & NEUTER	100.00
	54983	RED HILLS VETERINARY HOSP - SPAY / NEUTER, RABIES,	471.80
	54984	1-800PETSUPPLIES.COM - LEASHES FOR ANIMAL CONTROL	179.69
	54985	RED HILLS VETERINARY HOSP - SPAY / NEUTER	50.00
		VENDOR TOTAL:	1,479.49
		DIVISION TOTAL:	2,400.65

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		DEPARTMENT TOTAL:	5,497.73
50-PUBLIC WORKS			
50-PUBLIC WORKS ADMIN			
66666-MISC P-CARD VENDOR			
	54793	WAL-MART #1485 CARDS	11.82
	54794	CARRIE SIEHS CATERING PARKS BOARD MEAL	117.70
	54875	SQ *JLC SIGNS & GRA MEMORIAL TREE PLAQUE 17PK02 I	160.00
			VENDOR TOTAL:
			289.52
			DIVISION TOTAL:
			289.52
51-PARKS			
2594-BOMGAARS SUPPLY			
	54805	BOMGAARS #66 GILLETTE PARTS FOR BATH STALL CITY P	3.70
	54806	BOMGAARS #66 GILLETTE PARTS FOR CITY POOL URINA	7.60
	54879	BOMGAARS #66 GILLETTE O RINGS 28617	3.65
			VENDOR TOTAL:
			14.95
1197-BORDER STATES ELECTRIC			
	54720	BORDER STATES ELECTRIC LIGHT BULBS LAKEWAY TUNNEL	66.48
			VENDOR TOTAL:
			66.48
1848-FASTENAL COMPANY			
	54878	FASTENAL COMPANY01 DOWEL PINS FOR TOOL 30071	2.45
			VENDOR TOTAL:
			2.45
1947-GILLETTE WINNELSON COMPANY			
	54590	GILLETTE WINNELSON CO 4-J FRONTIER BLOW PREVENTER	104.56
	54591	GILLETTE WINNELSON CO RETURNED WRONG PART	-104.56
	54666	GILLETTE WINNELSON CO 4J/FRONTIER BACKFLOW PREVE	104.56
			VENDOR TOTAL:
			104.56
66666-MISC P-CARD VENDOR			
	54599	GILLETTE CONTRACTORS S DALBEY FOOTBALL IRRIGATIO	22.10
	54600	GILLETTE CONTRACTORS DALBEY FB REPAIR FITTINGS	14.65
	54612	GILLETTE CONTRACTORS S FITTINGS REPAIR DALBEY F	16.32
	54626	GILLETTE CONTRACTORS S BARB ELBOW 24947	11.20
	54646	THE HOME DEPOT #6005 THRUST BLOCK DALBEY FOOTBALL	3.39
	54647	GILLETTE CONTRACTORS S FITTINGS FOR REPAIR 2862	10.57
	54667	GILLETTE CONTRACTORS S SUTHERLAND & SIERRA GLEN	380.00
	54683	GILLETTE CONTRACTORS S SIERRA GLEN MAIN LINE REPA	211.93

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	54731	GILLETTE CONTRACTORS S 4-J COUNTY SHOP MAINLINE	68.76
	54743	GILLETTE CONTRACTORS S REPAIR PARTS FOOTBALL FIE	5.20
	54758	GILLETTE CONTRACTORS S IRRIGATION SUPPLIES/PIPE L	5.98
	54807	GILLETTE CONTRACTORS S PARTS FOR VALVE 28620	55.11
	54830	GILLETTE CONTRACTORS S SIERRA GLEN PARK MAIN LINE	24.20
	54831	GILLETTE CONTRACTORS S SIERRA GLEN MAIN LINE & VA	114.23
	54838	GILLETTE CONTRACTORS S CITY POOL BROKEN URINAL HA	10.63
	54846	GILLETTE CONTRACTORS S SIERRA GLEN MAINLINE & ZO	16.76
	54849	THE HOME DEPOT #6005 HISTORICAL SIGNS CONCRETE 3	53.15
	54868	CRESCENT ELECTRIC 062 OUTLET BOX SAGE VALLEY 3	17.30
	54897	THE HOME DEPOT #6005 SIERRA GLEN BLOWOUT FITTING	6.44
	54907	MENARDS GILLETTE WY SIGNS @ DALBEY 30094 3	14.28
	54933	GILLETTE CONTRACTORS S SIERRA GLEN MASTER VALVE	328.36
	54943	GILLETTE CONTRACTORS S SIERRA GLEN MASTER VALVE	307.14
	54947	GILLETTE CONTRACTORS S FITTINGS FOR ANIMAL CONTRO	20.89
	54961	THE HOME DEPOT #6005 SIERRA GLEN THRUST BLOCKIN	14.53
	54991	MENARDS GILLETTE WY SIERRA GLEN MASTER VALVE REP	24.82
	54992	THE HOME DEPOT #6005 SIERRA GLEN THRUS BLOCKING	8.70
	54995	THE HOME DEPOT #6005 CONCRETE PLAQUE @DALBEY 300	6.34
	54996	GILLETTE CONTRACTORS S PVC FITTINGS FOR REPAIRS	10.40
		VENDOR TOTAL:	1,783.38
1815-SKILLPATH SEMINARS			
	54922	SKILLPATH NATIONAL LEADERSHIP & TEAMBUILDING CON	139.00
		VENDOR TOTAL:	139.00
2401-WYOMING WORK WAREHOUSE INC			
	54627	WYOMING WORK WAREHOUSE SAFETY BOOTS	131.39
		VENDOR TOTAL:	131.39
		DIVISION TOTAL:	2,242.21
53-FORESTRY			
2183-ULINE INC			
	54611	ULINE *SHIP SUPPLIES SHEETS FOR HANGING NOTICE	53.67
		VENDOR TOTAL:	53.67
		DIVISION TOTAL:	53.67
54-STREETS			

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1464-CRESCENT ELECTRIC SUPPLY			
	54623	CRESCENT ELECTRIC 062 WATER PROOF PLUG FOR DEWATE	16.39
		VENDOR TOTAL:	16.39
66666-MISC P-CARD VENDOR			
	54614	GILLETTE CONTRACTORS S SILT FENCE FOR REPAIRS A	251.10
	54687	THE HOME DEPOT #6005 TOOLBOX FOR DEWATERING WEL	6.97
	54712	MENARDS GILLETTE WY PAINT FOR SCULPTURE BASES	37.94
	54759	GILLETTE CONTRACTORS S CONCRETE FISHING TOOL	37.67
	54779	THE HOME DEPOT #6005 HAND TOOLS FOR CONCRETE WOR	111.47
	54867	GILLETTE CONTRACTORS S TOOLS FOR CONCRETE REPAI	85.70
	54870	THE HOME DEPOT #6005 PART FOR ALLEN ST DEWATER W	0.83
	54886	GILLETTE CONTRACTORS S PARTS FOR DEWATERING WELL	17.88
	54900	THE HOME DEPOT #6005 CEMENT FOR 4TH AVE MANHOLE	47.38
	54901	THE HOME DEPOT #6005 MATERIALS FOR CONCRETE REPAI	13.72
	54944	THE HOME DEPOT #6005 REBAR & JOINT MATERIAL FOR C	61.26
	54962	MENARDS GILLETTE WY WOOD FOR CONCRETE FORM HOGEY	15.98
	54963	MENARDS GILLETTE WY WOOD FOR CONCRETE FORMS HOGE	7.99
	54964	GILLETTE CONTRACTORS S SEALER FOR CONCRETE HOGEY	40.81
	54993	THE HOME DEPOT #6005 TOOLS & MATERIAL FOR CONCRE	32.90
		VENDOR TOTAL:	769.60
2563-PACIFIC STEEL & RECYCLING			
	54898	PACIFIC STEEL &RECYC #17 REBAR FOR MANHOLE LID	12.02
	54899	PACIFIC STEEL &RECYC #17 METAL FOR MANHOLE REPAI	27.85
		VENDOR TOTAL:	39.87
1815-SKILLPATH SEMINARS			
	54863	SKILLPATH NATIONAL LEADERSHIP & TEAM BUILDING CON	139.00
	54864	SKILLPATH NATIONAL LEADERSHIP & TEAMBUILDING CONF	139.00
		VENDOR TOTAL:	278.00
		DIVISION TOTAL:	1,103.86
		DEPARTMENT TOTAL:	3,689.26

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60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
2037-POWDER RIVER OFFICE SUPPLY INC			
55001	NOTARY STAMP		21.00
			VENDOR TOTAL: 21.00
			DIVISION TOTAL: 21.00
61-BUILDING INSPECTION			
2037-POWDER RIVER OFFICE SUPPLY INC			
54989	POWDER RIVER OFFICE SUPPLY - LABELS		24.99
55002	POWDER RIVER OFFICE SUPPLY - RUBBER STAMP		21.00
			VENDOR TOTAL: 45.99
			DIVISION TOTAL: 45.99
62-TRAFFIC SAFETY			
1065-ANIXTER INC			
54946	TRAFFIC SIGNAL ELECTRICAL CONNECTORS		20.59
			VENDOR TOTAL: 20.59
2594-BOMGAARS SUPPLY			
54735	TRAFFIC SIGNAL SPACERS		23.62
			VENDOR TOTAL: 23.62
1848-FASTENAL COMPANY			
54641	LAG BOLTS, WASHERS - SIGN SUPPLIES		7.48
			VENDOR TOTAL: 7.48
2424-UNIVERSITY OF WYOMING			
54860	WYT2 TEMPORARY TRAFFIC CONTROL PLAN TRAINING - RIC		45.00
			VENDOR TOTAL: 45.00
			DIVISION TOTAL: 96.69
63-PLANNING			
66666-MISC P-CARD VENDOR			
54978	Planning Commission Meeting Dinner - 8/23/16		122.50
			VENDOR TOTAL: 122.50
2037-POWDER RIVER OFFICE SUPPLY INC			
54808	Shredder		149.99
			VENDOR TOTAL: 149.99
			DIVISION TOTAL: 272.49
			DEPARTMENT TOTAL: 436.17

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		FUND TOTAL:	15,498.73
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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	54788	SURVEY STAKES - 16EN04 DALBEY-SPORTS COMPLEX PATHW	18.94
		VENDOR TOTAL:	18.94
		DIVISION TOTAL:	18.94
		DEPARTMENT TOTAL:	18.94
		FUND TOTAL:	18.94

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
2594-BOMGAARS SUPPLY			
	54776	WO #25416 PINE RIDGE DISINFECTION FACILITY - MISC.	7.69
		VENDOR TOTAL:	7.69
1197-BORDER STATES ELECTRIC			
	54581	WA - DONKEY CREEK 2 FIBER	314.43
	54589	WIRE LABEL PRINT CARTRIDGES	84.54
	54954	WAT - DONKEY CREEK PS 2	168.00
		VENDOR TOTAL:	566.97
1374-CHRIS SUPPLY COMPANY INC			
	54636	WO #25416 POWER CONVERTERS FOR PHONE A+A'S	109.80
	54792	WO #25416 PINE RIDGE DISINFECTION FACILITY - WIRE	46.90
	54829	TEST BENCH POWER SUPPLY	240.00
		VENDOR TOTAL:	396.70
66666-MISC P-CARD VENDOR			
	54689	DONKEY CREEK CI AGENT	84.87
		VENDOR TOTAL:	84.87
		DIVISION TOTAL:	1,056.23
		DEPARTMENT TOTAL:	1,056.23
		FUND TOTAL:	1,056.23

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	54587	WEBINAR: INDUSTRY RATE TRENDS/FUTURE RATE STRUCTUR	32.00
		VENDOR TOTAL:	32.00
2284-THE ACTIVE NETWORK INC			
	54605	WYOMING SOLID WASTE & RECYCLING ASSOC. (WSWRA) ANN	250.00
		VENDOR TOTAL:	250.00
1076-VISION 2007			
	54606	ROOM FOR STEVEN REEVES (CENTER FOR RESOURCE CONSER	340.00
		VENDOR TOTAL:	340.00
		DIVISION TOTAL:	622.00
71-ELECTRICAL ENGINEERING			
66666-MISC P-CARD VENDOR			
	54717	STEEL TOE BOOTS - DAN B.	150.00
	54921	LUNCH FOR WEBINAR	20.50
	54959	SEL SEMINAR - TROND'S HOTEL ROOM - BILLINGS HOTEL	148.07
	54960	SEL SEMINAR - RY'S HOTEL ROOM - BILLINGS HOTEL & C	122.13
		VENDOR TOTAL:	440.70
3022-TACO JOHN'S & GOOD TIMES - GILLETTE			
	54958	SEL SEMINAR IN BILLINGS - TACO JOHN'S #9224	9.06
	54987	TACO JOHN'S DINNER WHILE TRAVELING FROM CONFERENCE	8.37
		VENDOR TOTAL:	17.43
		DIVISION TOTAL:	458.13
76-SCADA			
1065-ANIXTER INC			
	54949	Two Five Pointed Socket Wrenches for Fibe Vaults	112.22
		VENDOR TOTAL:	112.22
1716-EDGE CONSTRUCTION SUPPLY			
	54839	Ladder for Shop	182.80
		VENDOR TOTAL:	182.80

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
76-SCADA			
66666-MISC P-CARD VENDOR			
	54874	SC-CODE UPDATE CLASS	350.00
	54891	SCADA - TRAINING FEES	350.00
	54912	FIBER VAULTS	13.16
	54977	Sharkbite Tool For Proofing Seven Way	1.86
		VENDOR TOTAL:	715.02
2401-WYOMING WORK WAREHOUSE INC			
	54931	OVERBOOTS	79.98
	54932	STEEL TO SAFETY BOOTS	139.49
		VENDOR TOTAL:	219.47
		DIVISION TOTAL:	1,229.51
		DEPARTMENT TOTAL:	2,309.64
		FUND TOTAL:	2,309.64

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1815-SKILLPATH SEMINARS			
	54861	SKILLPATH NATIONAL LEADERSHIP/TEAM BUILDING CONF.	139.00
	54862	SKILLPATH NATIONAL LEADERSHIP & TEAMBUILDING CONF	139.00
		VENDOR TOTAL:	278.00
		DIVISION TOTAL:	278.00
		DEPARTMENT TOTAL:	278.00
		FUND TOTAL:	278.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1029-AIR TECH INC			
	54744	Thermostat For PS1	103.00
		VENDOR TOTAL:	103.00
2594-BOMGAARS SUPPLY			
	54994	PINE RIDGE ANALYZER PARTS	14.86
		VENDOR TOTAL:	14.86
1716-EDGE CONSTRUCTION SUPPLY			
	54609	REPLACEMENT TOOLS FOR UNIT 129-SHOVEL, SCREWDRIVER	83.95
	54733	MANHOLE HOOK	55.65
		VENDOR TOTAL:	139.60
1877-FLYING COLORS			
	54923	SANDBLASTING MEDIA FOR REFURBISHING HDRANTS	25.50
		VENDOR TOTAL:	25.50
66666-MISC P-CARD VENDOR			
	54576	MADISON STATION NEW 2" SERVICE LINE	124.00
	54593	METER PIT WRENCHES FOR UNITS 103 & 119	97.20
	54604	PRV VAULT STAINLESS STEEL COMPRESSION FITTING	30.00
	54624	REPLACEMENT TOOLS FOR UNIT 129-12" COBRA PLIER	51.30
	54678	HOSE BIB PRESSURE TEST FITTINGS FOR UNIT 48	14.21
	54685	TOOLS FOR UNIT 173	49.58
	54686	LIGHT BULBS FOR PUMP STATION 2	13.98
	54732	8 MILL PLASTIC FOR WRAPPING FITTINGS AND CURB STOP	64.99
	54760	TOOL NEEDED FOR TRUCK	9.97
	54761	PARTS TO REPAIR PUMP STATION 4 DISCHARGE TRANSDUCE	46.04
	54789	BOX LUNCHES FOR 10 DURING REGIONAL WATER PANEL NOO	115.30
	54796	TOOL INVENTORY FOR UNIT 48	32.64
	54797	TOOL INVENTORY FOR UNIT 48	19.97
	54866	AIRLINE PROCESSING FEE FOR NATL. WATER/WW AGENCY R	37.50
	54871	GARDEN HOSES & NOZZLES FOR UNITS 129 & 188	113.35
	54893	CREDIT-AIRLINE PROCESSING FEE FOR NATL. WATER/WW A	37.50

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	54894	AIRLINE TICKET FOR NATL. WATER/WW AGENCY RESPONSE	479.20
	54902	WATER FOR MAIN BREAK ON 8/19/16	13.56
	54903	HYDRANT PAINTING	6.88
	54924	FOOD FOR CREW-DOUBLE MAIN BREAK FRIDAY AFTERNOON (34.68
	54925	NEW DATE FOR AIRLINE TICKET FOR NATL. WATER/WW AGE	479.20
	54926	CREDIT-WRONG DATE-AIRLINE TICKET FOR NATL. WATER/W	-479.20
	54934	PARTS FOR MADISON WATER LOAD OUT	232.83
	54970	REPLACEMENT TAPE MEASURES FOR 129-REPLACEMENT CLAM	39.97
	54972	PARTS FOR WATER LOAD OUT AT MADISON AND PARTS FOR	273.10
		VENDOR TOTAL:	1,937.75
1511-NORCO INC			
	54578	NITROGEN FOR AIRLINING UNIT 42	40.32
	54688	BANDAIDS TO RE-STOCK FIRST AID KITS	8.00
	54833	ACETYLENE FOR SWEATING COPPER AT MADISON	36.26
	54896	PAPER TOWEL DISPENSERS FOR PUMP STATION 2 AND DONK	28.58
	54904	NITROGEN UNIT 42 TO REPLACE USED AT GILLETTE WEST	40.32
		VENDOR TOTAL:	153.48
2102-QUADNA A DXP COMPANY			
	54594	PACK #5 RE-CERTIFICATION	105.16
		VENDOR TOTAL:	105.16
1786-SHERWIN WILLIAMS			
	54734	PAINT FOR DOORS AND SUPPLIES AT PUMP STATION 4/MAD	155.88
		VENDOR TOTAL:	155.88
		DIVISION TOTAL:	2,635.23
		DEPARTMENT TOTAL:	2,635.23
		FUND TOTAL:	2,635.23

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1065-ANIXTER INC			
	54642	TOOLS	145.47
	54668	TOOLS	94.06
	54872	TOOLS/CREDIT ISSUED FOR \$118.13	161.31
		VENDOR TOTAL:	400.84
2594-BOMGAARS SUPPLY			
	54625	TOOLS	25.99
	54848	TOOLS	23.98
	54908	STEEL TOE BOOTS	150.00
		VENDOR TOTAL:	199.97
1197-BORDER STATES ELECTRIC			
	54730	MEADOW HULLS SUBSTATION METER PARTS	244.27
	54757	MEADOW HILLS SUB-STATION UNISTRUT L-BRACKETS	45.22
	54778	MADISON FILTER BANK WIRE	84.60
		VENDOR TOTAL:	374.09
1374-CHRIS SUPPLY COMPANY INC			
	54823	MADISON FILTER BANK BATTERY	18.95
		VENDOR TOTAL:	18.95
1716-EDGE CONSTRUCTION SUPPLY			
	54580	TOOLS	3.08
	54836	TOOLS	304.92
		VENDOR TOTAL:	308.00
1848-FASTENAL COMPANY			
	54582	SHOP SUPPLIES	6.39
	54756	MEADOW HILLS SUB-STATION BOLTS	11.22
		VENDOR TOTAL:	17.61
66666-MISC P-CARD VENDOR			
	54579	SHOP SUPPLIES	25.54
	54583	PCB TESTING	22.71
	54596	SHOP SUPPLIES	9.08

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	54601	SHOP SUPPLIES	10.29
	54610	TOOLS	260.32
	54640	HOTEL/CODY HOTLINE SCHOOL	410.30
	54645	HOTEL/CODY HOTLINE SCHOOL	300.24
	54663	TOOLS	7.46
	54665	DINNER ON 8/3/16 (CODY HOTLINE)	43.64
	54670	DINNER ON 8/3/16 (CODY HOTLINE)	43.64
	54680	DINNER ON 8/4/16 (CODY HOTLINE)	16.00
	54681	LUNCH ON 8/4/16 (CODY HOTLINE)	13.51
	54691	DINNER ON 8/4/16 (CODY HOTLINE)	23.00
	54692	LUNCH ON 8/4/16 (CODY HOTLINE)	11.21
	54719	DINNER ON 8/7/16 (CODY HOTLINE SCHOOL)	12.50
	54721	BREAKFAST ON 8/8/16 (CODY HOTLINE)	10.78
	54722	DINNER ON 8/7/16 (CODY HOTLINE SCHOOL)	20.00
	54725	BREAKFAST ON 8/8/16 (CODY HOTLINE SCHOOL)	11.93
	54726	DINNER ON 8/7/16 (CODY HOTLINE)	17.25
	54736	FIRE EXTINGUISHER SIGNS	8.25
	54737	BREAKFAST ON 8/9/16 (CODY HOTLINE)	14.47
	54738	LOST ITEMIZED RECEIPT/LUNCH ON 8/9/16 (CODY HOTLIN	7.44
	54740	BREAKFAST ON 8/9/16 (CODY HOTLINE)	11.68
	54741	DINNER ON 8/8/16 (CODY HOTLINE)	18.38
	54742	LUNCH ON 8/9/16 (CODY HOTLINE)	13.23
	54752	BREAKFAST ON 8/9/16 (CODY HOTLINE)	11.93
	54753	DINNER ON 8/8/16 (CODY HOTLINE)	30.21
	54754	LUNCH ON 8/9/16 (CODY HOTLINE)	10.76
	54762	BREAKFAST ON 8/10/16 (CODY HOTLINE)	11.08
	54765	BREAKFAST ON 8/10/16 (CODY HOTLINE)	11.88
	54775	BREAKFAST ON 8/10/16 (CODY HOTLINE)	14.67
	54780	VOLTAGE INDICATOR REPAIR	112.45

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	54781	BREAKFAST ON 8/11/16 (CODY HOTLINE)	10.78
	54782	DINNER ON 8/10/16 (CODY HOTLINE)	33.00
	54784	BREAKFAST ON 8/11/16 (CODY HOTLINE)	11.33
	54785	DINNER ON 8/10/16 (CODY HOTLINE)	33.29
	54790	BREAKFAST ON 8/11/16 (CODY HOTLINE)	11.93
	54791	DINNER ON 8/10/16 (CODY HOTLINE)	26.39
	54799	BREAKFAST ON 8/12/16 (CODY HOTLINE)	8.49
	54800	LUNCH ON 8/11/16 (CODY HOTLINE)	16.75
	54803	BREAKFAST ON 8/12/16 (CODY HOTLINE)	11.28
	54804	LOST RECEIPT FOR LUNCH ON 08/11/16	10.75
	54818	HOTEL/CODY HOTLINE SCHOOL	616.00
	54819	LOST ITEMIZED RECEIPT LUNCH ON 8/11/16 (CODY HOTLI	12.70
	54824	HOTEL (CODY HOTLINE SCHOOL)	788.38
	54825	SHOP SUPPLIES	20.62
	54826	MOTEL/CODY HOTLINE	770.00
	54845	TAG FOR MEADOW HILLS SUB METER	7.00
	54873	CREDIT ON ORDER #3311636	-118.13
	54905	FIRE EXTINGUISHER SIGNS	8.75
		VENDOR TOTAL:	3,825.14
1511-NORCO INC			
	54816	FIRE EXTINGUISHER/SIGNS	63.36
	54817	FIRE EXTINGUISHER/SIGNS	10.35
		VENDOR TOTAL:	73.71
2123-RECORD SUPPLY INC NAPA			
	54595	TOOLS	46.68
	54835	SHOP SUPPLIES	105.00
	54973	SHOP SUPPLIES	1.32
		VENDOR TOTAL:	153.00

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2401-WYOMING WORK WAREHOUSE INC			
	54643	STEEL TOE BOOTS	119.69
	54709	STEEL TOE BOOTS	150.00
	54815	F.R. WORK PANTS	112.48
	54930	MUD & WINTER OVERBOOTS	150.00
		VENDOR TOTAL:	532.17
		DIVISION TOTAL:	5,903.48
		DEPARTMENT TOTAL:	5,903.48
		FUND TOTAL:	5,903.48

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Check Approval Date of 08/31/2016



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1197-BORDER STATES ELECTRIC			
	54664	LIGHT BULBS	96.32
	54767	Reset Buttons for Wastewater	113.64
	54852	10/3 SO CORD FOR WWTF UNIT 58	45.83
		VENDOR TOTAL:	255.79
1716-EDGE CONSTRUCTION SUPPLY			
	54935	FREIGHT TO SHIP LUMIDOR MICRO MAX GAS METER	63.62
		VENDOR TOTAL:	63.62
1818-ENVIRONMENTAL RESOURCE ASSOCIATION			
	54834	TESTING	410.62
		VENDOR TOTAL:	410.62
1848-FASTENAL COMPANY			
	54739	FITTINGS FOR MOVING GREASE LINE ON MU 1101	27.75
		VENDOR TOTAL:	27.75
66666-MISC P-CARD VENDOR			
	54577	BUFFER SOLUTION FOR DAILY CALIBRATION AND E-COLI F	453.02
	54597	PARTS FOR P-1111 O-RINGS AND A 1" UNION	9.87
	54607	PARTS FOR P1615 REPAIR	26.33
	54649	COUPLERS	104.40
	54682	WALL EXHAUST FAN FOR BUILDING 700	159.99
	54690	BARRELS FOR PUNCTURING AEROSAL CANS AND RECYCLING	92.46
	54711	PARTS FOR P1615	10.89
	54755	NEW TELESCOPIC POLE & BOLT FOR CAMERA RETRIEVAL FO	45.46
	54763	BLACK PAINT AND FOAM SEALANT FOR BLOWER AT RAS BLD	15.72
	54795	PARTS FOR IRRIGATION	17.45
	54802	TUBING AND FITTINGS TO MOVE 4 GREASE ZERKS OUT OF	23.15
	54853	HIGH TEMP GASKET MAKER FOR 1116 PUMP	5.49
	54971	DISPOSABLE GLOVES AND CHEMICAL FOR LAB	395.98
	54979	PARTS FOR IRRIGATION	42.25
	54980	PARTS FOR PLANT IRRIGATION	494.55

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
	66666-MISC P-CARD VENDOR		
	54988	PIPE AND FITTINGS FOR HERITAGE LIFT STATION #2	36.81
	54990	PARTS FOR SUPERNATE TANK GRATE AND RESTOCK PLANT P	29.76
		VENDOR TOTAL:	1,963.58
	1511-NORCO INC		
	54777	SAFETY GLASSES	41.70
		VENDOR TOTAL:	41.70
	1889-OFFICE DEPOT INC		
	54669	BUBBLE WRAP TO PROTECT SHIPPED ITEMS	14.79
	54892	TV CAMERA-SHIP DVD TO CUES FOR ANALYSIS	6.45
		VENDOR TOTAL:	21.24
	2401-WYOMING WORK WAREHOUSE INC		
	54716	STEEL TOE BOOTS	139.49
		VENDOR TOTAL:	139.49
		DIVISION TOTAL:	2,923.79
		DEPARTMENT TOTAL:	2,923.79
		FUND TOTAL:	2,923.79

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
30-ADMINISTRATIVE SERVICES			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
	54598	WO #21673 CITY WEST REMODEL	28.36
	54783	WO #30906 NEW LIGHTS FOR P.W. HALLWAY	199.88
	54876	WO #31150 STUFF TO HANG SIGNS IN P.W.	17.88
	54929	WO #31952 DOOR STOPS FOR CITY WEST	50.38
	54936	WO #31952 DOOR STOPS FOR CITY WEST	8.99
	54975	WO #31952 DOOR STOPS FOR CITY WEST	17.98
		VENDOR TOTAL:	323.47
		DIVISION TOTAL:	323.47
		DEPARTMENT TOTAL:	323.47
		FUND TOTAL:	323.47

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
1171-BIGHORN HYDRAULICS INC			
	54749	WO #30000 UNIT 160 FITTING	10.80
	54769	WO #30309 UNIT 190 PARTS HOSE	109.43
	54832	WO #29701 UNIT 69 HIGH PRESSURE REEL	701.81
		VENDOR TOTAL:	822.04
1525-CUMMINS ROCKY MOUNTAIN INC			
	54585	WO #29539 UNIT 53 DEF INJECTOR	239.49
	54586	WO #29539 UNIT 53 DPF OUTLET TEMP SENSOR	103.90
	54629	STOCK PARTS; WO #30340 UNIT 101 DEF FILTER & SENSO	549.92
	54672	WO #30466 UNIT 46 DEF FILTER & SENSORS	193.90
	54698	WO #29539 UNIT 53; WO #30584 UNIT 25 DEF INJECTOR,	342.93
	54798	WO #30771 UNIT 24 SENSORS	195.42
	54841	WO #30771 UNIT 24 CONNECTOR; WO #31052 UNIT 11 CRA	406.74
	54913	WO #31152 UNIT 149 SENSORS	192.87
	54945	WO #31152 UNIT 149 EXH PRESSURE SENSOR	104.42
		VENDOR TOTAL:	2,329.59
1893-DARRYL ANDRSON ENT INC			
	54746	FRANKS ALIGNMENT - WO #30393 UNIT 106 4-WHEEL ALIG	68.00
		VENDOR TOTAL:	68.00
1646-DRIVE TRAIN INDUSTRIES			
	54885	UNIT 27	49.92
		VENDOR TOTAL:	49.92
1848-FASTENAL COMPANY			
	54771	WO #29589 UNIT 69 BOLTS	2.64
	54982	SHOP	11.04
		VENDOR TOTAL:	13.68
1841-JACKS HEAVY EQUIPMENT			
	54602	WO #30000 UNIT 160 WATER VALVE	91.46
	54811	STOCK PARTS	130.26
	54812	WO #30737 UNIT 88 SURGE TANK/HOSE ELBOW	174.35

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
1841-JACKS HEAVY EQUIPMENT			
	54952	WO #31169 UNIT 149 MFJB JUNCTION BOX	75.82
		VENDOR TOTAL:	471.89
66666-MISC P-CARD VENDOR			
	54603	WO #30028 UNIT 77 NEW TIRES	747.96
	54617	WO #30310 PD64 NEW TIRES	189.30
	54677	UNIT 150200 FUEL EXPENSE	40.59
	54679	PD59 FUEL EXPENSE	20.44
	54684	WO #30464 UNIT 11 TIRE SERVICE CALL	70.00
	54695	WO #30397 UNIT F4 REPLACE BOTH TIRES ON CHIPPER TR	557.76
	54713	MURDOCH OIL - UNIT 150200 FUEL EXPENSE	43.15
	54715	CONOCO - LOVELAND CNTRY S - PD14 FUEL EXPENSE	23.81
	54718	PILOT FLYING J - PD14 FUEL EXPENSE	23.94
	54724	WO #29769 UNIT 160 T6DCM SEPARATE FLOW MONOBLOCK	1,590.59
	54727	UNIT 124 FUEL EXPENSE	58.07
	54728	PD12 FUEL EXPENSE	28.53
	54729	PD12 FUEL EXPENSE	27.00
	54748	ALL FLEET PARTS	1,156.85
	54810	WO #30445 UNIT S50 STARTER	401.35
	54813	WO #30849 UNIT 160 FRONT END ALIGNMENT	292.50
	54821	CONOCO - CONOCO COUNTRY S - UNIT 124 FUEL EXPENSE	58.16
	54822	UNIT 150150 FUEL EXPENSE	52.00
	54889	NAFA FLEET MGMT CERTIFICATION PROGRAM ENROLLMENT	700.00
	54890	NAFA MEMBERSHIP ANNUAL DUES	499.00
	54895	PD6 FUEL EXPENSE	30.93
	54915	WO #23744 PD29 SHIP DVR BACK TO PRO-VISION	10.97
	54927	SHELL OIL - PD6 FUEL EXPENSE	10.00
	54937	WO #31115 UNIT 154 SWITCHES	108.89

Expenditure Approval Report
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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
	54938	SHOP	1,308.00
	54950	WO #31341 UNIT 150189 NEW TIRE	94.97
	54951	WO #31114 UNIT 89 BUILD NEW BRACKET	236.25
	54957	UNIT 150067 FUEL EXPENSE	31.70
	54999	SHIPPING TO GLOBAL ENVIRONMENTAL - UNIT 53	34.48
		VENDOR TOTAL:	8,447.19
1889-OFFICE DEPOT INC			
	54768	WO #30634 UNIT 150200 SHIPPING TO KOIS BROS. PER W	7.15
		VENDOR TOTAL:	7.15
2038-POWDER RIVER POWER			
	54618	WO #29617 UNIT S50 PARTS FITTING	60.25
	54650	WO #29769 UNIT 160 HYDRAULIC FITTING	16.49
	54981	WO #31114 UNIT 89 PARTS HOSE	61.60
		VENDOR TOTAL:	138.34
2123-RECORD SUPPLY INC NAPA			
	54770	ALL FLEET PARTS	1,248.67
		VENDOR TOTAL:	1,248.67
2315-THUNDER BASIN FORD LLC			
	54652	WO #28488 UNIT 51 JET KITS	13.58
	54697	WO #30476 PD46 SPARE KEY	25.50
	54809	WO #30410 UNIT 51 FAN CLUTCH	271.61
	54854	WO #30898 PD29 WHEEL RIM & VALVE STEM	206.71
		VENDOR TOTAL:	517.40
2320-TITAN MACHINERY INC			
	54965	STOCK PARTS	907.48
	54966	WO #28572 UNIT 88 DOOR SEAL	531.99
	54967	STOCK PARTS	2,069.87
	54968	WO #28573 UNIT 88 FITTINGS & HOSE	363.77
	54969	STOCK PARTS	118.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
30-ADMINISTRATIVE SERVICES			
36-VEHICLE MAINTENANCE			
		VENDOR TOTAL:	3,991.11
2309-WHITE'S FRONTIER MOTORS			
	54592	WO #29866 UNIT 33 FRONT AIR BAG SENSOR	195.00
	54615	WO #30201 PD64 HEADLIGHT ASSEMBLY	202.33
	54616	WO #29834 PD50 WHEELING BEARING HUB & A/C CONDENSE	298.04
	54628	WO #29428 PD41 R&R TRANSMISSION, TIE ROD ENDS, ALI	3,428.13
	54723	WO #29353 PD20 ACTUATOR MOTOR	34.41
	54747	WO #30611 PD22 ACCELERATOR PEDAL	58.50
	54847	WO #30897 PD66 SWAY BAR REPLACEMENT & FRONT WHEEL	248.86
	54914	WO #30983 PD32 ACTUATOR MOTOR	34.41
	54916	WO #31026 UNIT 34 BRAKE REPAIR	62.86
	54939	WO #31026 UNIT 34 BRAKE REPAIR	310.08
	54940	WO #31026 UNIT 34 BRAKE REPAIR	52.00
	54953	WO #31026 UNIT 34 BRAKE REPAIR	96.20
		VENDOR TOTAL:	5,020.82
2385-WYOMING MACHINERY CO			
	54855	WO #30921 UNIT 56 REPAIR HYDRAULIC LEAK	243.34
		VENDOR TOTAL:	243.34
		DIVISION TOTAL:	23,369.14
37-VEHICLE REPLACEMENT			
1848-FASTENAL COMPANY			
	54651	WO #17600 UNIT 160445 SETUP - BUTT CONNECTORS RED	16.51
		VENDOR TOTAL:	16.51
2123-RECORD SUPPLY INC NAPA			
	54696	WO #17600 UNIT 160445 SETUP - FLOORMATS & AIR LINE	126.69
		VENDOR TOTAL:	126.69
		DIVISION TOTAL:	143.20
		DEPARTMENT TOTAL:	23,512.34
		FUND TOTAL:	23,512.34

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
30-ADMINISTRATIVE SERVICES			
38-LIABILITY INSURANCE			
66666-MISC P-CARD VENDOR			
	54869	WO #30937 UNIT P2 RIGHT FRONT TIRE	112.09
		VENDOR TOTAL:	112.09
		DIVISION TOTAL:	112.09
		DEPARTMENT TOTAL:	112.09
		FUND TOTAL:	112.09
		GRAND TOTAL:	54,571.94



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration to Write Off Bad Debt on Uncollectible Utility Accounts in the Amount of \$28,963,77

BACKGROUND:

November 1991, the City Council authorized the Finance Department to write off certain uncollectible accounts. The majority of accounts receivable are utility accounts and the staff will continue to request approval to write off utility accounts receivable.

The city procedure governing utility accounts receivable has been followed on all accounts. The accounts were turned over to a collection agency and removed from active status. The collection agencies then attempted to collect the amount owing.

The staff has compiled a list of accounts that were turned over for collection and have had no activity since July 2008 to June 2009. These accounts have been researched and there is no reason to believe any additional money will be collected on these accounts.

The amount to be written off is \$28,963.77. As indicated in the attached listing from Chris Aaberg, Credit Manager for Customer Service. Included in the \$28,963.77 requested to be written off, 16% is due to Bankruptcy. The accounts to be written off are due to statute of limitations have expired or the account is non-collectible.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the write-off of the attached list of uncollectible utility accounts.

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

- [Bad Debt Write offs](#)
- [Bad Debt Write offs](#)

BANKRUPTCY

47811-9872	GERBER, DAVID	\$	137.04
11085-9486	BAKER, MIKE	\$	146.79
48999-23064	BLACK HILLS DEVELOPMENT	\$	67.03
1741-1886	CENTRAL LAUNDRY	\$	1,554.38
6295-5282	CORRAL WEST RANCHWEAR	\$	1,386.01
42357-17690	FERGUSON, SUSAN	\$	236.19
38621-24984	FREAR, MARVIN	\$	186.32
36507-37486	HERNANDEZ, HUGO/TAMMY	\$	151.92
55171-19146	HUGS N BUGS LLC	\$	129.81
45169-6948	IRWIN, DAVID/DENISE	\$	60.62
48023-1624	J HENRY CO CPA	\$	94.67
56713-18296	NEELY, SANDRA/ROBERT	\$	174.77
57429-19260	PRB GAS TRANSPORTATION	\$	119.53
52675-24430	POWERS, DARIN	\$	130.44
57533-24972	PURSEL, HAROLD/ELIZABETH	\$	191.55
13661-11660	SIELER, BRYAN	\$	155.20

\$ 4,922.27

RETURNED

49729-17912	MARTIN, MAXINE	\$	49.60
5197-4540	DYER, DOUGLAS	\$	88.42
49849-24648	SHOWERS, ANDREW	\$	260.94
23057-19734	HARVEY, J/CARLA	\$	93.67
29265-11858	ZIMMER, JACOB	\$	247.48
46069-17432	ORR, JAMES/MICHELLE	\$	69.01
39837-25054	FLEAK, KELLY	\$	176.83
51867-20920	GRAY, CHRIS	\$	330.70
41691-20236	ANDERSON, RAELEEN/MYRON	\$	88.14
52263-8952	BAKER, JOHN JR	\$	232.51
54555-30186	BARBER, CHAD	\$	55.49
57527-2224	BEEBE, DUSTIN	\$	98.12
44023-11712	BELLS, LISA	\$	444.12
52533-9754	BURTON, JAMIE/DAVID	\$	168.53
42521-25546	CARLSON, DORIS	\$	47.26
49791-10996	CORNELIUS, MISTY	\$	127.49
44605-11162	COUNTS GOINS, CRYSTAL	\$	166.48
54401-20232	DALY, MATTHEW	\$	53.61
44879-19302	DEHERRERA, LISA/JERRY	\$	46.85
55109-25054	DUBIOS, JAMIE	\$	89.90
40111-16804	ELDRIDGE, SARA	\$	491.71
55955-17762	EVERTS, GORDON	\$	146.72
35287-15388	FAIRWEATHER, JASON	\$	594.70
52901-24986	GOSSETT, LORI	\$	139.73

55593-30956	HANSEN, JEANETTE	\$	123.04
56037-20632	HARRELL, CHRISTOPHER	\$	381.11
24493-20990	HILL, ROSE	\$	394.25
56175-34558	HOFFMAN, J & J	\$	341.30
30897-11630	HOWIE, NATHAN	\$	197.93
12779-16486	HOWLETT, DANNY	\$	107.27
54369-29522	HUBMANN, AMY	\$	119.48
57589-12192	HUNTER, JOSHUA	\$	41.56
56281-13404	JOHNSON, DAVID W	\$	102.72
47713-27156	JOHNSTON, JADE	\$	139.85
55245-16858	KENNEDY, BRIAN	\$	287.23
53665-16540	KIPPEN, ADRIAN	\$	335.20
43209-2988	LAND, SANDY	\$	54.64
53101-25112	LEBLANC, JOSEPH	\$	232.14
58731-6368	LINZAY, CHAD	\$	372.79
55657-17460	LITTLE, LISA/JIMMY	\$	233.62
1699-2376	MARTIN, JOHN F	\$	227.87
55967-27966	MITCHELL, STEVEN	\$	259.91
51335-13800	MORTON, THOMAS	\$	54.28
55075-17700	MUNCY, JOSH	\$	79.63
49057-14066	MURO, PHILLIP JR	\$	41.08
54849-20230	MURPHY, DAVID SHANE	\$	310.80
37135-12592	MURRAY, GLENN	\$	188.57
48739-33180	NORDANG, CHRIS/TRACI	\$	1,211.76
54917-30922	PEEVY, TIMOTHY/CARI	\$	113.74
58005-34818	PEHLING, DAYNA	\$	149.90
49723-16874	QUICK, GREGORY/VIRGINIA	\$	119.49
54937-25108	RAKES, SAMANTHA	\$	37.02
51629-13772	REYNOLDS, ALDIN/PAULA	\$	69.92
47841-12900	ROBASCIOTTI, SHANA	\$	171.20
51553-17874	ROSENAU, BRIAN	\$	294.10
57627-6368	ROSIER, ERICA	\$	275.35
52595-14322	RUSSERT, RANDON	\$	57.79
56203-1686	SAUVAGEAU, RENAE	\$	60.55
58351-32288	SHELSTAD, BRITTANY	\$	44.26
47513-28558	SPORT ZONE	\$	1,372.34
41835-13906	STRICKLAND, KERRIE/JASON	\$	184.04
56005-18064	THORNBERG, BREANNA	\$	90.22
56479-25202	TOLAND, SARAH	\$	81.56
39445-9822	VINES, JAKE/CHRISTINA	\$	67.82
52465-21068	WHITE, SCOTT	\$	117.36
57727-32338	WILSON, DUSTIN	\$	85.85
44703-17094	WISWELL, TRENTON	\$	53.84
53435-20840	WOODRUFF, EDGAR/SHAWN	\$	109.59
10985-9404	WORREL, VIRGIL W	\$	120.92
46545-28312	WRIGHT, DONALD L	\$	206.61
55039-31442	YOUNG, TERRANCE SHELBY	\$	261.32

\$ 6,013.95

ON LINE UTILITY EXCHANGE

1239-1450	LANCASTER, CLINTON	\$	421.00
50931-12244	KATILUS, BRIANT	\$	68.75
53863-17054	ANNE, JULIE	\$	54.05
16849-14644	BERGENSTOCK, JEFF/JOY	\$	81.67
56089-17864	BRIDGES, KYLE	\$	129.84
47135-17810	BROWN, KEITH	\$	169.76
55405-6200	CARRELL, CHRIS	\$	527.21
59653-34828	CRICHTON, JUNIOR	\$	404.56
56353-27316	FITZPATRICK, JOE	\$	78.27
55753-20304	GLASSON, CINDY	\$	226.08
10159-26036	GORES, JAKE	\$	142.92
55927-4082	HINES, KRISTINE	\$	348.14
49881-9814	HOULE, TANYA/MARK	\$	446.47
59093-27650	HRDLICKA, BOBBI	\$	104.51
59665-31608	KENEL, JILL/JEFFERY	\$	159.63
49265-31916	LANE, DENNIS	\$	165.59
57121-18082	LEES, MARK	\$	499.21
53753-3824	MOSER, MARCEL	\$	97.23
50079-9816	MOSLEY, PHILLIP	\$	95.79
37713-18022	OLLER, RODRICK	\$	60.00
50725-8390	OLSEN, ROBERT	\$	245.07
42433-21542	POLK, JENNIFER	\$	180.08
54893-9142	SKINNER, DENISE	\$	93.40
56821-18648	SMITH, JOSHUA	\$	163.01
55293-6844	VANDERMATE, CHRISTY	\$	58.98
55897-30910	VINCENT, DALE	\$	71.44
56007-4660	VRBA, JANICE	\$	844.45
54839-14294	WALKER, BOBBY LEE	\$	159.40
55667-35302	ZYLSTRA, KEVIN/MARY	\$	94.71

\$ 6,191.22

CREDIT BUREAU

50677-11976	NELSON, CHRISTOPHER	\$	308.52
49237-17736	SWENSON, DENNIS	\$	102.02
53771-13806	ZAPLETAL, JON	\$	150.78
19185-16942	ALTENBERG, LARRY	\$	411.68
58667-26884	CHRISTIANSON, NICOLE	\$	98.32
55137-8338	DETWILER, LEROY	\$	69.96
54307-11844	GLADE, LORRAINE	\$	190.07
54055-14868	GRECO, MARCUS	\$	342.80

53163-17966	HELLER, HUNTER	\$	95.73
55445-15134	HETH, REBECCA	\$	241.61
52923-17936	LOONEY, KIMBERLY	\$	86.33
59261-6844	LOPEZ, JOEY	\$	191.40
57773-6298	MOLINA, GAYLE	\$	77.33
52681-31924	MORRIS, NATHAN	\$	236.37
52781-26490	PAINTER, EDWARD	\$	259.65
30227-10756	ROACH, BRYCE	\$	164.54
57739-11784	SMITH, LORETTA	\$	432.02
55069-17116	SWEET, STACEY	\$	100.32

\$561.32

\$28,963.77



CITY OF GILLETTE

Finance - Customer Service

P.O. Box 3003 • Gillette, Wyoming 82717-3003

Phone 307.686.5206

www.gillettewy.gov

DEPARTMENT OF FINANCE CUSTOMER SERVICE DIVISION

September 1, 2016

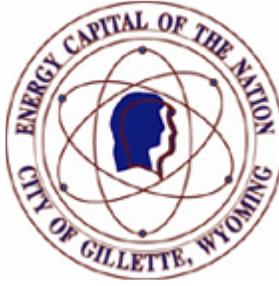
To: Tom Pitlick, Finance Director
Kris Jones, Utility Services Manager

From: Chris Aaberg, Credit Manager

Re: Bad Debt Write-offs

Attached is a list of the closed accounts that are deemed to be un-collectable. The accounts are from June, 2008 to July 2009. Per statute an account that has had no activity for seven years is deemed un-collectable and therefore eligible for write off. In addition, any account listed in a declaration of bankruptcy is deemed un-collectible. Each account has been researched prior to being eligible for write off.

The amount to be written off is \$28,963.77 of which 16% is due to bankruptcy, and 84% is due to statute of limitations expiring, and therefore uncollectable. The last write off was in June of 2015 in the amount of \$17,707.38. Write off amounts will differ due to number of factors and will fluctuate each year.



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Member Carsrud - \$263.06

BACKGROUND:

Internet Reimbursement - \$21.50
Gillette Winnelson - \$104.56 - 4J/Frontier Backflow Preventer
Gillette Winnelson - \$58.36 - Condensate pump for old warehouse
Gillette Winnelson - \$78.64 - Parts for old warehouse

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 08/31/2016



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
50-PUBLIC WORKS ADMIN			
1947-GILLETTE WINNELSON COMPANY			
	54590	GILLETTE WINNELSON CO 4-J FRONTIER BLOW PREVENTER	104.56
	54591	GILLETTE WINNELSON CO RETURNED WRONG PART	-104.56
	54666	GILLETTE WINNELSON CO 4J/FONTIER BACKFLOW PREVE	104.56
		VENDOR TOTAL:	104.56
		DIVISION TOTAL:	104.56
		DEPARTMENT TOTAL:	104.56
		GRAND TOTAL:	104.56

Expenditure Approval Report
Check Approval Date of 09/20/2016

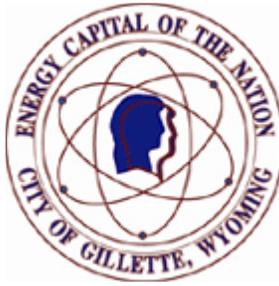


	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2710-TIM CARSRUD			
	54574	INTERNET REIMBURSEMENT	21.50
		VENDOR TOTAL:	21.50
		DIVISION TOTAL:	21.50
		DEPARTMENT TOTAL:	21.50

Expenditure Approval Report
Check Approval Date of 09/20/2016



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
30-ADMINISTRATIVE SERVICES			
33-MAINT OF CITY BUILDINGS			
1947-GILLETTE WINNELSON COMPANY			
	54518	CONDENSATE PUMP FOR OLD WAREHOUSE	58.36
	54519	PARTS FOR OLD WAREHOUSE	78.64
		VENDOR TOTAL:	137.00
		DIVISION TOTAL:	137.00
		DEPARTMENT TOTAL:	137.00
		FUND TOTAL:	158.50
		GRAND TOTAL:	158.50



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Mayor Carter-King - \$2,063.30

BACKGROUND:

Internet Reimbursement - \$23.73
Powder River Office Supply - \$2,039.57 - 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:

Click to download

[Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 08/31/2016



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54671	POWDER RIVER OFFICE SUPPL-HANDBOOK BINDING SUPPLIE	63.45
		VENDOR TOTAL:	63.45
		DIVISION TOTAL:	63.45
		DEPARTMENT TOTAL:	63.45
25-FINANCE			
25-FINANCE			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54772	POWDER RIVER OFFICE SUPPLY - INK FOR STAMP	5.99
		VENDOR TOTAL:	5.99
		DIVISION TOTAL:	5.99
		DEPARTMENT TOTAL:	5.99
30-ADMINISTRATIVE SERVICES			
31-CITY CLERK/PRINT SHOP			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54635	2-PART PAPER FOR P.D.	224.99
	54710	SUPPLIES FOR P.D. FORMS	299.90
		VENDOR TOTAL:	524.89
		DIVISION TOTAL:	524.89
		DEPARTMENT TOTAL:	524.89
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54703	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES / PENS	18.89
		VENDOR TOTAL:	18.89
		DIVISION TOTAL:	18.89
42-VOCA/VAWA			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54843	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	8.39
	54857	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	10.00
	54858	POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES	25.99
		VENDOR TOTAL:	44.38
		DIVISION TOTAL:	44.38
		DEPARTMENT TOTAL:	63.27

Expenditure Approval Report
Check Approval Date of 08/31/2016



60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
2037-POWDER RIVER OFFICE SUPPLY INC			
	55001	NOTARY STAMP	21.00
		VENDOR TOTAL:	21.00
		DIVISION TOTAL:	21.00
61-BUILDING INSPECTION			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54989	POWDER RIVER OFFICE SUPPLY - LABELS	24.99
	55002	POWDER RIVER OFFICE SUPPLY - RUBBER STAMP	21.00
		VENDOR TOTAL:	45.99
		DIVISION TOTAL:	45.99
63-PLANNING			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54808	Shredder	149.99
		VENDOR TOTAL:	149.99
		DIVISION TOTAL:	149.99
		DEPARTMENT TOTAL:	216.98
		FUND TOTAL:	874.58

Expenditure Approval Report
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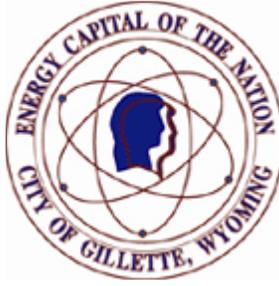


	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2037-POWDER RIVER OFFICE SUPPLY INC			
	55086	OS INVENTORY	1,121.00
		VENDOR TOTAL:	1,121.00
		DIVISION TOTAL:	1,121.00
		DEPARTMENT TOTAL:	1,121.00

Expenditure Approval Report
Check Approval Date of 09/20/2016



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	54573	INTERNET REIMBURSEMENT	23.73
		VENDOR TOTAL:	23.73
		DIVISION TOTAL:	23.73
02-ADMINISTRATION			
2037-POWDER RIVER OFFICE SUPPLY INC			
	54439	PAPER FOR CONGRESSIONAL TOUR BROCHURES	43.99
		VENDOR TOTAL:	43.99
		DIVISION TOTAL:	43.99
		DEPARTMENT TOTAL:	67.72
		FUND TOTAL:	1,188.72
		GRAND TOTAL:	1,188.72



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Member Kuntz - \$14.98

BACKGROUND:

Internet Reimbursement - \$14.98

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

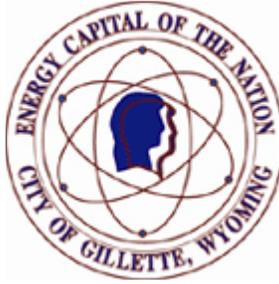
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[Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 09/20/2016



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2565-ROBIN KUNTZ			
	54575	INTERNET REIMBURSEMENT	14.98
		VENDOR TOTAL:	14.98
		DIVISION TOTAL:	14.98
		DEPARTMENT TOTAL:	14.98
		FUND TOTAL:	14.98
		GRAND TOTAL:	14.98



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Recognition of Annie Mayfield and Doug Ninas for Receiving the ESRI SAG (Special Achievement in GIS Award)

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

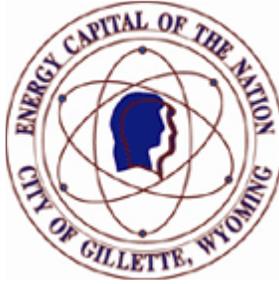
STAFF REFERENCE:

Pamela L. Boger, Director of Administrative Services

ATTACHMENTS:

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No Attachments Available



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DATE: 9/20/2016 7:00:00 PM

SUBJECT:

A Proclamation Designating September 17 - 23, 2016 as "*Constitution Week*"

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

Now Therefore, I, Louise Carter-King by virtue of the authority vested in me by the City of Gillette, County of Campbell, and State of Wyoming do hereby proclaim the week of September 17th through 23rd as "Constitution Week" and ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

STAFF REFERENCE:

ATTACHMENTS:

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- [Inyan Kara Letter Request](#)
- [Proclamation Constitution Week](#)



Inyan Kara Chapter, NSDAR

Constituion Week Chairmen

Elizabeth Lanning

3204 Harder Drive

Gillette, WY 82718-6235

Sept 10, 2016

Dear Mayor,

As the Constitution Week Committee Chairmen of the Inyan Kara Chapter, Daughters of the American I write to ask your assistance in meeting our goals for this committee. Our goals are:

“Teach the public about the historical events surrounding the establishment of the Constitution and the men who framed the document.

- Hold events, give programs, put up displays, and write articles to celebrate the 61st anniversary of the first resolution by the U.S. Congress to observe Constitution Week, the 229th anniversary of the signing of the Constitution, and the 225th anniversary of the ratification of the first ten amendments known as the Bill of Rights.
- Teach all citizens, especially youth and newly naturalized citizens, about our founding documents.
- Inspire all in our community to protect and defend the Constitution.

The Constitution is a living document that assures each citizen of the freedoms Americans cherish and appreciate. As members of the Daughters of the American Revolution, it is our responsibility to keep our ancestors' legacy alive by promoting the ideals they fought valiantly to give their descendants.

We are providing local schools with: A sample Constitution Week Proclamation, Table top displays and the DVD “A More Perfect Union.”

The WY Governor has signed a Constitution Week Proclamation.

You may assist us my signing a Proclamation Week Proclamation. We would greatly appreciate a copy for our chapter scrapbook.

Thank You,

Liz Lanning



Proclamation

- Whereas*, September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of The Constitution of the United States of America by the Constitutional Convention; and
- Whereas*, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and
- Whereas*, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now Therefore, I, Louise Carter-King by virtue of the authority vested in me by the City of Gillette, County of Campbell, and State of Wyoming do HEREBY PROCLAIM the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gillette to be affixed this 20th day of September, 2016.

Louise Carter-King, Mayor

(Attest)

Karlene Abelseth, City Clerk



CITY OF GILLETTE
P.O. Box 3003
201 E. 5th Street
Phone (307)686-5200
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DATE: 9/20/2016 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:

Ordinance 1st reading 5/0 (Councilmen Jerred and Montgomery were absent)
Ordinance 2nd reading 7/0

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 on Third and Final Reading.

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).

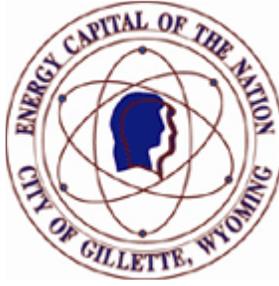
(c) Meter deposits shall be returned to the customers who posted them after two years if all City utility bills are paid on time, with simple interest at the same interest rate received by the City for its meter deposit account during the preceding year. Meter deposits shall be used at the termination 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).



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Approve the City's Health Plan Premiums and Plan Design Effective January 1, 2017.

BACKGROUND:

The Medical Fund Task Force reviews the status of the City's Medical Fund on a semi-annual basis and makes recommendations each year to City Council regarding amendments to health plans and related wellness programs. The City Council held a work session on September 13, 2016 for the purpose of hearing the Medical Fund Task Force recommendations for the 2017 plan year.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of the Resolution to Approve the Recommendations Presented at the September 13th Work Session.

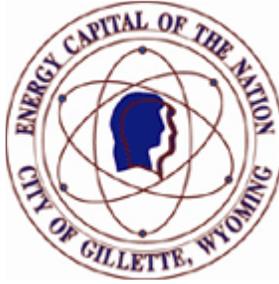
STAFF REFERENCE:

John J. Aguirre, Human Resources Director

ATTACHMENTS:

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[Resolution Adjusting Health Plan and Premiums](#)



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for a Study Associated with the 2016 Water Hydraulic Modeling Project with Morrison-Maierle, Inc., in the Amount of \$29,947.00.

BACKGROUND:

This contract will consist of a Study to update the City's Water Hydraulic Model that was last updated in 2009.

ACTUAL COST VS. BUDGET:

The cost for this Professional Services Contract is \$29,947.00. The contract will be funded from the Utility Administration Technical Services Account #501-70-70-440-30-43410 which has \$30,000.00 budgeted for this Study.

SUGGESTED MOTION:

I Move for the Approval of a Professional Services Agreement for a Study Associated with the 2016 Water Hydraulic Modeling Project with Morrison-Maierle, Inc., in the Amount of \$29,947.00.

STAFF REFERENCE:

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

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. 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, No. E-001, 2002 Edition.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 20, 2016 ("Effective date") between

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

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

Owner intends to Update the Existing Water Model for the City of Gillette.

("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 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 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:

Engineer:

The City of Gillette, Wyoming

Morrison-Maierle, Inc.



By: Louise Carter-King

By: Carl J. Anderson, P.E.

Title: Mayor

Title: Vice President, Billings Office Manager

Date Signed: _____

Date Signed: _____

Attest: _____

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

Address for giving notices:

Address for giving notices:

201 E. 5th Street

2200 Foothills Blvd.

P.O. Box 3003

Suite A

Gillette, WY 82717

Gillette, WY 82716

Designated Representative (see Paragraph 8.03.A):

Designated Representative (see Paragraph 8.03.A):

Steven Peterson, P.E.

Zane Green, P.E.

Title: Utility Engineering Manager

Title: Project Manager

Phone Number: (307) 687-2531

Phone Number: (307) 687-1812

Facsimile Number: (307) 686-6564

Facsimile Number: (307) 685-3781

E-Mail Address: stevenp@gillettewy.gov

E-Mail Address: zgreen@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 20, 2016.

Engineer's Services

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:
 - a. Update the existing City of Gillette water model (2008 is the latest version) using WaterGems software with a maximum license capacity of 5000 pipes.

- b. The new model shall utilize City GIS data for pipe nodes, hydrant locations, and elevation data. The updated model shall incorporate new developments and deskeletonize existing developments.
 - c. Demands shall be brought in from the previous model and verified through the use of hydrant testing. City Staff will do the hydrant testing with Engineer present.
 - d. Tank and Pump data will be brought in from previous model and record or shop drawing information will be used to confirm if needed. Survey of ground elevations shall be done to confirm variances in elevation between record drawings and City GIS data up to 8 hours of survey.
 - e. The deliverable will be the WaterGems model with a current system demand calibrated from the hydrant testing.
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.
1. The completion date for the water model shall be completed before April 1, 2017.

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:
 - 4) None
 - b) Perform geotechnical exploration and report documenting soil conditions for: None.
 - 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 20, 2016.

Owner's Responsibilities

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 20, 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 \$29,947 based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>29,947</u>
b. Preliminary Design Phase	\$ <u>Ø</u>
c. Final Design Phase	\$ <u>Ø</u>
d. Bidding or Negotiating Phase	\$ <u>Ø</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 I 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.

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 20, 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	
	Graphic Designer	79.00	79.00	
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 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 20, 2016.

Insurance

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:

I. 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

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~~
- c. ~~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 20, 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. 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 20, 2016.

Allocation of Risks

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

16.10.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.

16.10.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 \$50,000, whichever is greater.

16.11.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 20, 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:

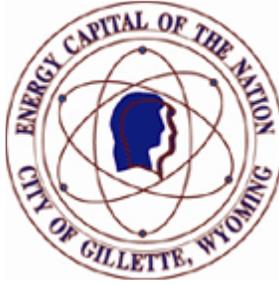
- A3. The responsibilities of OWNER are modified as follows:

- 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:

E-500 Exhibit K Sept 2004



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for Water - Red Hills Radio Tower Move (Project #17SC10) to Mountain Peak Builders in the Amount of \$26,400.00.

BACKGROUND:

The City needs a radio tower at the Red Hills water tank site to enhance radio communications for the regional water expansion. During the City West Remodel Project, the old radio tower became surplus and it was determined that it would be a good fit for relocation to Red Hills for a cost avoidance on that project of approximately \$10,300.

ACTUAL COST VS. BUDGET:

Five bids were received and read aloud by the City of Gillette Purchasing Division at 2:00 P.M. on August 24, 2016. The bid results are as follows:

S&S Builders - \$53,583.00
DRM - \$30,518.00
GW Construction - \$85,000.00
Mountain Peak Builders - \$26,400.00
Collins Communications - \$39,755.00
Engineer's Estimate - \$52,890.00

Funding will come from Madison District Projects Account # 301-70-72-441-70-47414 which funds all of the Regional Water District Extension projects and includes 67% WWDC Grant Funding.

SUGGESTED MOTION:

I Move for the Approval of a Bid Award for Water - Red Hills Radio Tower Move (Project 17SC10) to Mountain Peak Builders in the Amount of \$26,400.00.

STAFF REFERENCE:

Kendall Glover, Utilities Director

ATTACHMENTS:

Click to download

[Bid Tabulation](#)

[Agreement](#)



CITY OF GILLETTE BID OPENING RESULTS FORM

Project: WATER - RED HILLS RADIO TOWER MOVE

City of Gillette Project Number: 17SC10

Date AUGUST 24, 2016

OWNER: CITY OF GILLETTE

TIME: 2:00 P.M.

	BIDDER	ADDENDUM		BID BOND	CERTIFICATE OF RESIDENCY	BID AMOUNT
		1	2			
1.	SJS Builders	X	X	X	X	\$ 53,583 ⁰⁰
2.	DRM	X	X	X	X	\$ 30,518 ⁰⁰
3.	GW Const.	X	X	X	X	\$ 85,000 ⁰⁰
4.	Mountain Peak Builders	X	X	X	X	\$ 26,400 ⁰⁰
5.	Collins Comm	X	X	X	X	\$ 39,755 ⁰⁰
6.						\$
7.						\$
8.						\$

ENGINEER'S ESTIMATE \$

SECTION 00500
AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is by and between City of Gillette (OWNER) and _____
(CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants set forth herein agree as follows:

ARTICLE 1 -- WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Move existing 80' self-supporting Rohn tower from City West to Red Hills Water Tank and erect tower.

Conduct soil sample study and provide results.

Demo existing 80' tower at City West, move to Red Hills and re-erect tower.

Use new tower anchors and tower section bolts.

Install concrete foundation for tower.

Provide project management, including all permits and facility locates.

Demo existing ice bridge and reconstruct ice bridge at new tower site.

FAA/FCC Filing for tower approval.

Materials to be provided include:

Anchor bolts and templates

Install new Rohn approved or supplied Safe Climb device (80')

One (1) 5' x 5/8" lightning rod copper clad

Install proper grounding for the tower per manufacturers recommendation or specifications.

P.E. certified tower profile and foundation drawings

Final erection drawings

ARTICLE 2 -- THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

WATER - RED HILLS RADIO TOWER MOVE
17SC10

ARTICLE 3 -- ENGINEER

3.01 (NOT USED)

ARTICLE 4 -- CONTRACT TIME

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. When the contract time is on a working day basis, the contract time will begin on the date determined in the Notice to Proceed and continue at the rate of one Working Day charged for each day of the Normal Working Week, except as described otherwise in the Supplementary Conditions or Project Documents, until the work is complete. Working Day contracts do not include an initial allowance for adverse weather days and do not charge a working day for adverse weather days.

4.02 Days to Achieve Substantial Completion and Final Payment.

A. The Work will be substantially completed within 145 (working) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 160 (working) days after the date when the Contract Times commence to run, but not later than (insert completion date).

4.03 Liquidated Damages

A. The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed, in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 -- CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds according to the Bid, which is attached as an Exhibit.

ARTICLE 6 -- PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, as recommended by the Engineer, subsequent to the second Council meeting of each month during construction, as provided below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions, (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer determines or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. Ninety percent (90%) of the Work completed (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to the OWNER and the ENGINEER, the OWNER, on recommendation of the ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage;

b. Ninety percent (90%) of the materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment.

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, on the forty-first (41st) day of the publishing of the Notice of Acceptance.

ARTICLE 7 -- INTEREST

7.01 All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 -- CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedure of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedure of construction expressly required by the Bidding Documents, and safety precautions and programs incident hereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 -- CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consists of the following:

1. This Agreement (pages 24 to 30, inclusive).
2. Performance bond (pages 37 to 40, inclusive).
3. Payment bond (pages 33 to 36, inclusive).
4. Notice of Award (page 41 to 42, inclusive).
5. General Conditions (pages 00700-0 to 00700-41, inclusive).
6. Supplementary Conditions (pages 35 to 50, inclusive).
7. Specifications bearing the title The City of Gillette, Standard Construction Specifications, as amended.
8. Drawings consisting of ____ sheets with each sheet bearing the following general title: (not used)
9. Project Manual bearing the title WATER - RED HILLS RADIO TOWER MOVE – 17SC10
10. Addenda (pages 1 to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to ____, inclusive).
 - c. _____.
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s)

B. The documents listed in Paragraphs 9.01.A are attached to this Agreement, (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented, as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 10 -- MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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 provisions.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contactor have signed this Agreement in duplicate. One counterpart each has been delivered to the Owner and the Contractor. All portions of the Contract Documents have been signed or identified by the Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

_____ City of Gillette

By: _____

By: _____

Title: Mayor

Title: _____

[Corporate Seal]
(If Available)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

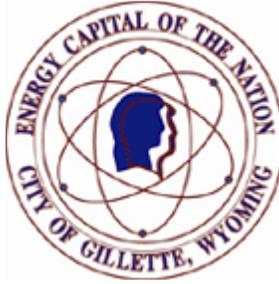
Address for giving notices:

City of Gillette
PO Box 3003
Gillette, WY 82717

License No.: _____

Agent for service or process: _____

(If Contractor is a corporation or partnership, attach evidence of authority to sign.)



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Development Improvements for the Stocktrail Elementary School Site and Utilities Project, Installed by DRM, Inc., on Behalf of the Developer, Campbell County School District #1.

BACKGROUND:

This project installed public water system improvements to support the construction of the Stocktrail Elementary School located at the intersection of 8th Street and Stocktrail Avenue. The City will be accepting, for ownership and maintenance, the following improvements:

Water System Improvements

232 LF of 8" PVC watermain and appurtenances
130 LF of 6" PVC watermain and appurtenances

The Warranty Statement, Certificate of Compliance, and a map of the improvements are attached for reference.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of the Acceptance of Development Improvements for the Stocktrail Elementary School Site and Utilities Project, Installed by DRM, Inc., on Behalf of the Developer, Campbell County School District #1.

STAFF REFERENCE:

Dustin Hamilton, P.E., Director of Development Services

ATTACHMENTS:

Click to download

- [Warranty](#)
- [Certificate of Compliance](#)
- [Map](#)

WARRANTY

(Developer)

Campbell County School Dist. #1, hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Stocktrail Elementary School (Water and Sewer) FOR A PERIOD OF **Two Years** 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.

DEVELOPER 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 DEVELOPER 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 **TWO YEARS** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 two year period specified above if the City sent notice as provided above within the two year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

DEVELOPER and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Stocktrail Elementary School (Water and Sewer).

DATED this 23rd day of August, 2016

Campbell County School District
DEVELOPER

Dr. David Fall

SIGNATURE

(TITLE)

Dr. David Fall

Board Chairman

STATE OF WYOMING }

}

SS

COUNTY OF CAMPBELL }

}

The foregoing instrument was acknowledged before me by David Fall,
this 23rd day of August, 2016

Witness my hand and official seal



My commission Expires: 1/12/2020

Notary Public

Meldene Goehring

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

**CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE**

PROJECT NAME: STOCKTRAIL ELEMENTARY SCHOOL (WATER AND SEWER)

CITY PROJECT NO.: 15EN31 CITY PERMIT NO.: 15EN31

DEVELOPER: Campbell County School District #1 ENGINEER: Consolidated Engineers, Inc.
 (address) 1000 W 8th Street P.O. Box 1035
Gillette, WY 82716 Gillette, WY 82717

I, David Fall, as official representative of the above named developer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

DF 8/23/2016
 Signature Date
David Fall / Chairman of the Board of Trustees for Campbell County School District No. 1
 Print Name/Title

STATE OF WYOMING }
 } SS.
 COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by David Fall as Chairman of the Board of Trustees for Campbell County School District No. 1, this 23 day of August, 2016.

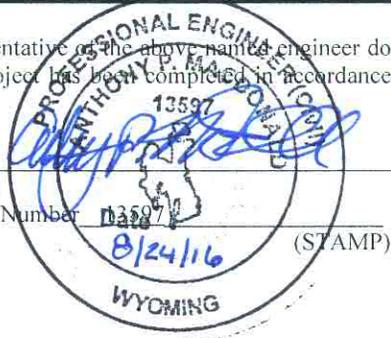


Witness my hand and official seal.
Meldene Goehring
 Notary Public

My Commission Expires: 1/12/2020

I, Anthony P. MacDonald, P.E., as official representative of the above named engineer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Anthony P. MacDonald 8/24/16
 Signature Date
Anthony P. MacDonald 13597
 Print Name/Title P.E. Number
Senior Design Engineer (STAMP)



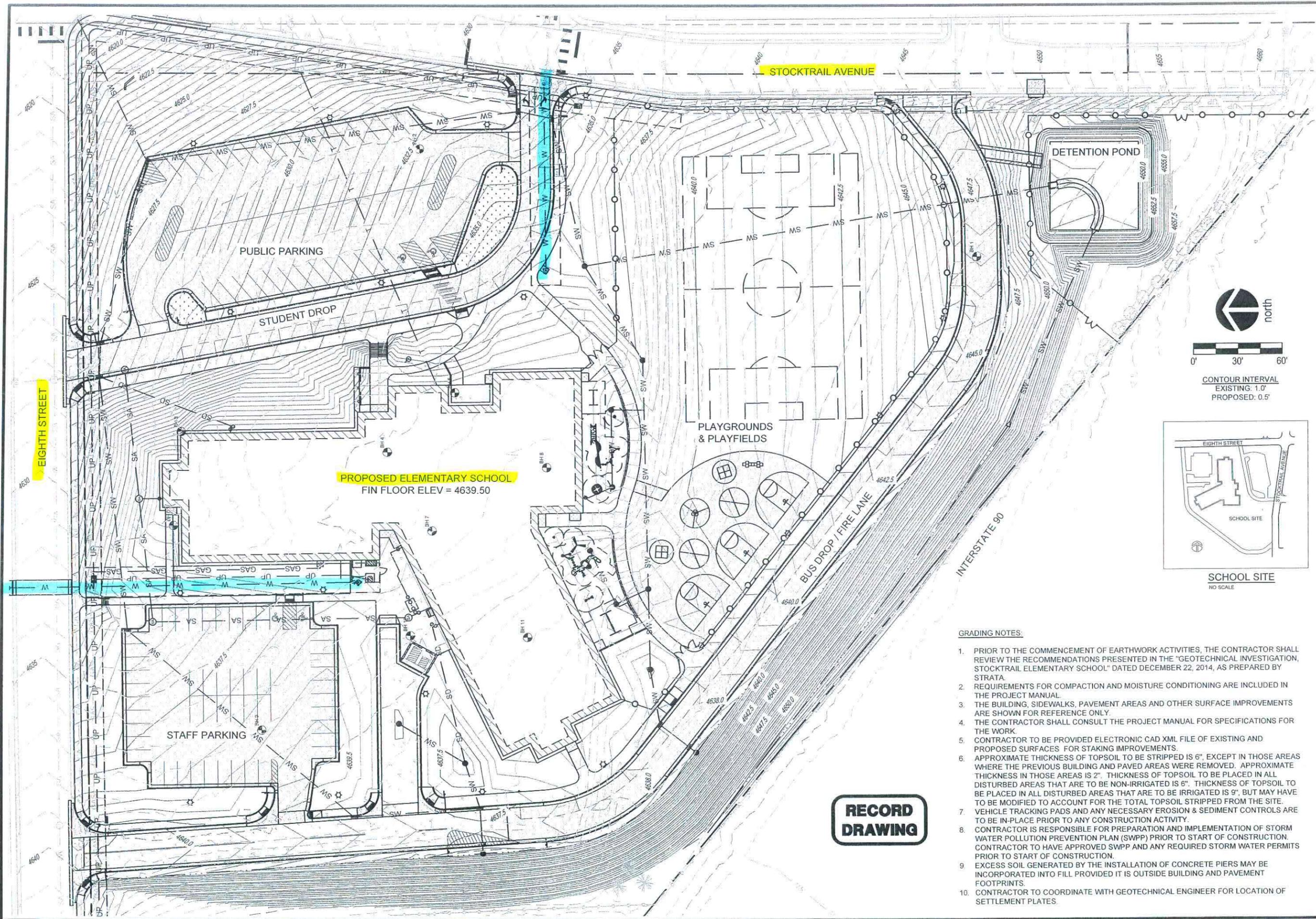
STATE OF WYOMING }
 } SS.
 COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by Anthony P. MacDonald, This 24th day of August, 2016.

Witness my hand and official seal.
Denise Zeeck
 Notary Public

My Commission Expires: March 4, 2020





EIGHTH STREET

STOCKTRAIL AVENUE

PROPOSED ELEMENTARY SCHOOL
FIN FLOOR ELEV = 4639.50

PUBLIC PARKING

STUDENT DROP

STAFF PARKING

PLAYGROUNDS
& PLAYFIELDS

BUS DROP / FIRE LANE

DETENTION POND



CONTOUR INTERVAL
EXISTING: 1.0'
PROPOSED: 0.5'



**RECORD
DRAWING**

GRADING NOTES:

1. PRIOR TO THE COMMENCEMENT OF EARTHWORK ACTIVITIES, THE CONTRACTOR SHALL REVIEW THE RECOMMENDATIONS PRESENTED IN THE "GEOTECHNICAL INVESTIGATION, STOCKTRAIL ELEMENTARY SCHOOL" DATED DECEMBER 22, 2014, AS PREPARED BY STRATA.
2. REQUIREMENTS FOR COMPACTION AND MOISTURE CONDITIONING ARE INCLUDED IN THE PROJECT MANUAL.
3. THE BUILDING, SIDEWALKS, PAVEMENT AREAS AND OTHER SURFACE IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY.
4. THE CONTRACTOR SHALL CONSULT THE PROJECT MANUAL FOR SPECIFICATIONS FOR THE WORK.
5. CONTRACTOR TO BE PROVIDED ELECTRONIC CAD XML FILE OF EXISTING AND PROPOSED SURFACES FOR STAKING IMPROVEMENTS.
6. APPROXIMATE THICKNESS OF TOPSOIL TO BE STRIPPED IS 6", EXCEPT IN THOSE AREAS WHERE THE PREVIOUS BUILDING AND PAVED AREAS WERE REMOVED. APPROXIMATE THICKNESS IN THOSE AREAS IS 2". THICKNESS OF TOPSOIL TO BE PLACED IN ALL DISTURBED AREAS THAT ARE TO BE NON-IRRIGATED IS 6". THICKNESS OF TOPSOIL TO BE PLACED IN ALL DISTURBED AREAS THAT ARE TO BE IRRIGATED IS 9", BUT MAY HAVE TO BE MODIFIED TO ACCOUNT FOR THE TOTAL TOPSOIL STRIPPED FROM THE SITE.
7. VEHICLE TRACKING PADS AND ANY NECESSARY EROSION & SEDIMENT CONTROLS ARE TO BE IN-PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
8. CONTRACTOR IS RESPONSIBLE FOR PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (SWPP) PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO HAVE APPROVED SWPP AND ANY REQUIRED STORM WATER PERMITS PRIOR TO START OF CONSTRUCTION.
9. EXCESS SOIL GENERATED BY THE INSTALLATION OF CONCRETE PIERS MAY BE INCORPORATED INTO FILL PROVIDED IT IS OUTSIDE BUILDING AND PAVEMENT FOOTPRINTS.
10. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL ENGINEER FOR LOCATION OF SETTLEMENT PLATES.

REV #	REVISION DESCRIPTION	DATE
0	CITY SUBMITTAL #1	02/02/15
1	CITY SUBMITTAL #2	04/02/15
2	DOCR	AUG 2016

**STOCKTRAIL ELEMENTARY SCHOOL
CAMPBELL CO SCHOOL DIST NO 1
OVERLOT GRADING**

CONSOLIDATED ENGINEERS, INC.
316 SO GILLETTE AVE • PO BOX 1035 • GILLETTE, WYOMING 82717
PH: (307) 682-0768 • FAX: (307) 686-6089

DATE:	02/02/15
JOB NO.:	53275W
DRAWN BY:	CAB
APPROVED BY:	KRG

**OVERLOT
GRADING
OG-1**



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat for Aspen Heights Addition to the City of Gillette, Wyoming, Subject to all Planning Requirements.

BACKGROUND:

Leitzke Investments (the applicant) is proposing a three (3) lot subdivision located south of Crow Avenue (south of the Divis Subdivision) and north of the City's water tank on Southern Drive.

The area of the proposed subdivision is 4.99 acres. Proposed Lot 1 (0.5 acres) will be located within the R-2, Single & Two Family Residential District. Proposed Lot 2 (2.14 acres) and Proposed Lot 3 (2.35 acres) will be located within the C-1, General Commercial District.

The applicant will be responsible to construct a private driveway for access to the proposed commercial lots from Southern Drive. Access to the commercial lots from Crow Ave will not be provided. Access to the residential lot will be provided from Crow Ave.

The City Council approved the Aspen Heights Annexation Plat and related zoning on third and final reading during their meeting on September 6, 2016. The proposed subdivision plat will be finalized and recorded after the annexation plat is recorded.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Resolution Approving and Authorizing the Final Plat for the Aspen Heights Addition 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](#)
- [Final Plat](#)
- [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.

16.039SFP - FINAL PLAT – Aspen Heights Addition

Case No. 16.039SFP was presented by Mr. Cole. Leitzke Investments, the applicant, is proposing a three (3) lot subdivision located south of Crow Avenue (south of the Divis Subdivision) and north of the City's water tank on Southern Drive.

The area of the proposed subdivision is 4.99 acres. The proposed Lot 1 (0.5 acres) will be located within the R-2, Single & Two Family Residential District. Proposed Lot 2 (2.14 acres) and Proposed Lot 3 (2.35 acres) will be located within the C-1, General Commercial District.

The applicant will be responsible to construct a private driveway for access to the proposed commercial lots from Southern Drive at the time development occurs on the commercial lots. Access to the commercial lots from Crow Avenue will not be provided. Access to the residential lot will be provided from Crow Avenue.

The City Council will consider the Aspen Heights Annexation Plat and related zoning on third and final reading during their meeting on September 6, 2016. The proposed subdivision plat will be finalized and recorded after the annexation is complete.

Natalie Buchwald stated that there was one comment from surrounding neighbors in the Divis Subdivision just to the north of the proposed addition, who were concerned about the access to the new addition from Crow Avenue. They were assured that the only access to the new addition will be to the residential lot on the north side of the addition. Commercial access will be from Southern Drive on the south side and will not be allowed from Crow Avenue.

Chairman Sanders asked if there were any questions. There were none.

Jim Nielsen 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

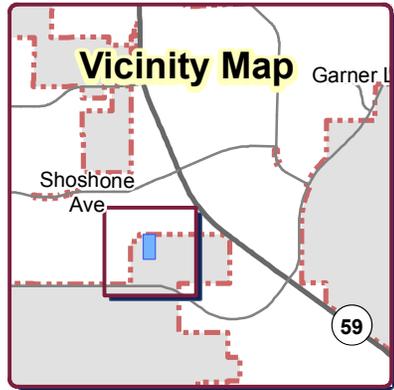
16.039SFP

Final Plat – Aspen Heights Addition

1. The Aspen Heights Annexation plat must be recorded before the Aspen Heights subdivision plat is recorded.
2. The zoning shall take effect when the subdivision plat is recorded. The area of the proposed lots shall match the legal description within the zoning ordinance.
3. A "Recorded" or "Unrecorded" Plat Agreement will be executed to describe and summarize the costs necessary to extend the required infrastructure to the newly created lots in accordance with the City's Subdivision Regulations, prior to the plat being recorded.
4. The applicant is required to coordinate with the City Electrical Division to extend electrical service(s) to each of the newly created lots.
5. Access from Crow Ave will be limited to the single residential lot only. Access to the commercial lots will be provided through a private access driveway from Southern Drive. Commercial access will not be allowed from Crow Ave.
6. The maximum potable water service elevation is 4651 ft. All proposed structures shall be constructed with a finished floor elevation less than elev 4651 ft.
7. The applicant will submit an application to the City and County to assign a name to the proposed private access driveway from Southern Drive.
8. A private telecommunications easement shall be shown on the Final Plat to encompass the guy wire(s) of the adjacent telecommunication tower located on the tract of land immediately west of the proposed subdivision.
9. The applicant will address all comments and concerns in ePlans before the subdivision 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
- 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

0 150 300
Feet

16.039SFP
Aspen Heights Addition

August 23, 2016

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

FINAL PLAT
ASPEN HEIGHTS ADDITION
CITY OF GILLETTE, WYOMING

A SUBDIVISION OF A PORTION OF
SE 1/4 SE 1/4 OF SECTION 3, T49N, R72W
OF THE SIXTH P. M., CAMPBELL COUNTY, WYOMING
CITY OF GILLETTE, WYOMING

DEDICATION

Know all men by these presents that the undersigned LEITZKE INVESTMENTS, LLC being the owner, proprietors, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing ASPEN HEIGHTS ADDITION being more particularly described as follows:

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 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 677.30 feet; Thence N89°48'45"E a distance of 321.39 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 4.99 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:

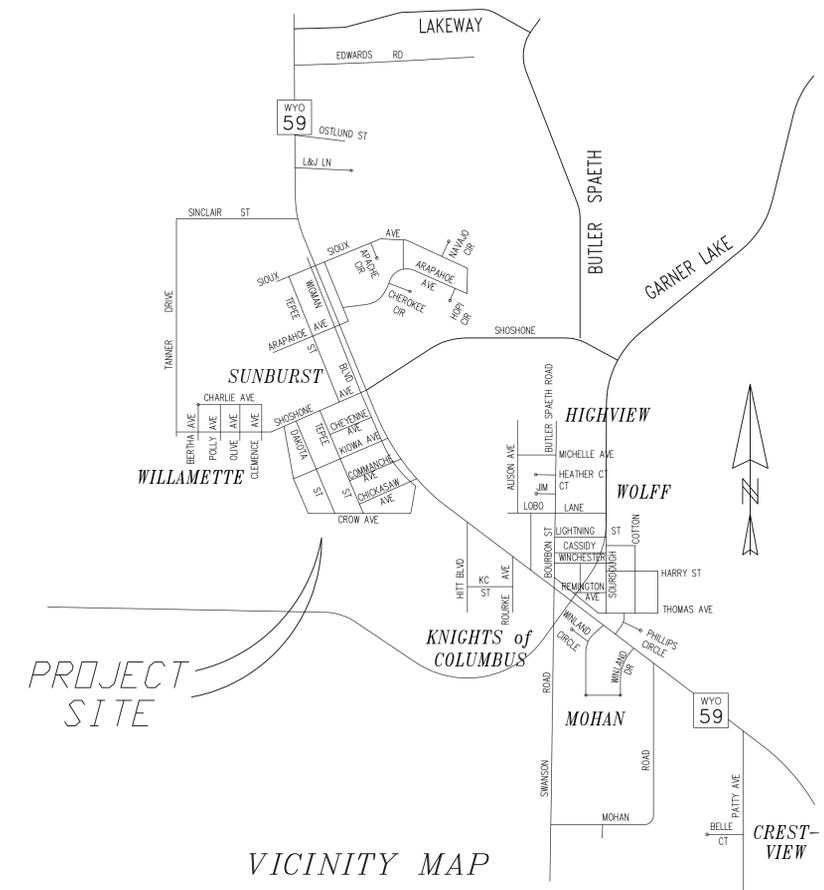
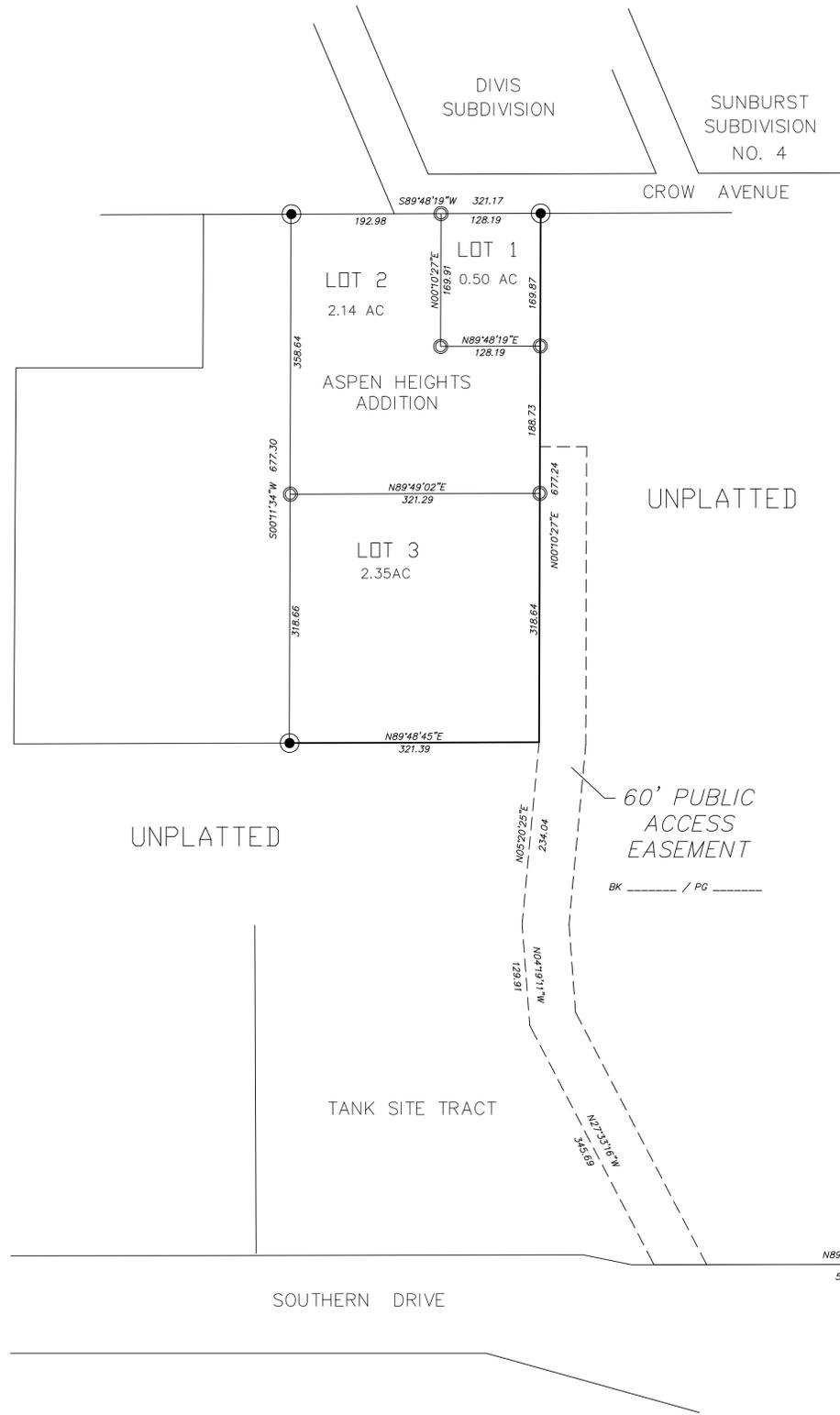
Owner: DOUG LEITZKE

DOUG LEITZKE

SE CORNER
SEC 3
T49N, R72W

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 ADDITION 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.



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. _____.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

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

Notary Public _____

My Commission Expires _____

County Clerk _____

FINAL PLAT
ASPEN HEIGHTS ADDITION
GILLETTE, WYOMING

Prepared for:
DOUG LEITZKE
333 ELK VALLEY ROAD
GILLETTE, WY 82718

Prepared by:
DOYLE SURVEYING INC.
801 E 4TH ST
Suite 15
Gillette, WY 82716
PH: (307)686-2410

LEGEND

- FOUND CORNER MONUMENT
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

SUMMARY
TOTAL LOTS: 3
R.O.V. AREA: N/A
TOTAL AREA: 4.99 AC
ZONING: R-2, C-1

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING
THE FINAL PLAT FOR ASPEN HEIGHTS ADDITION TO THE CITY OF
GILLETTE, WYOMING,
SUBJECT TO ALL PLANNING REQUIREMENTS**

WHEREAS, the Final Plat for Aspen Heights Addition, 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 Aspen Heights Addition, 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 Aspen Heights Addition, as prepared by Richard T. Doyle, 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.

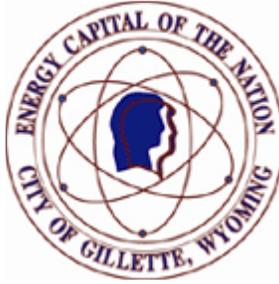
PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

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

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the City West Remodel Project - Phase I completed by Norton Construction of Gillette, Wyoming, in the Total Amount of \$1,276,650.23.

BACKGROUND:

This remodel of City West (Phase I), brings the City organization close to completing all of the recommendations that were made as per the 2008 Space Needs Assessment. The projects that have been completed as part of the Space Needs Assessment include:

- Remodel of the Basement and Sally Port of City Hall
- Completion of the Heated Vehicle Storage Facility
- Remodel of the 2nd Floor of City Hall
- Remodel of the 1st Floor of City Hall
- Remodel of City West Phase I

When the final remodel of City West (Phase II) occurs, all projects will have been completed as recommended per that study.

This particular remodel, City West (Phase I), included a total of approximately 12,500 sq. ft.

The first phase (Phase 1a) of this remodel project began in November of 2015. This phase included the remodel of approximately 3,700 sq. ft. of vehicle bay space which was converted to a staging area, shop space, a reception area, a vestibule and office space for the Public Works Department.

The second portion of Phase I, (Phase 1b), which began in April of 2016, consisted of approximately 8,800 sq. ft. of space which was converted to staging areas, shop spaces, remodeled restrooms and office space for the Utilities Department. This remodel provided the Utilities Department with additional and improved office space.

ACTUAL COST VS. BUDGET:

Funds for this project (Project 15AD02) are allocated in the 001-10-04-419-70-47210 account number in the amount of \$2,081,651. This project came in under budget by approximately \$135,566.01 or 6.5%.

The low bid from Norton Construction of \$1,178,500 was approved by City Council on November 2, 2015. There were five (5) change orders to the project totaling \$98,150.23, bringing the total contract amount to \$1,276,650.23

Other additional expenses included:

Architect - \$59,109.67
Furniture, Fixtures & Accessories - \$174,549.35
Cabling, Access Control & Security - \$135,778.71
Professional Services - \$15,495.82
Storage Units & Dumpsters - \$9,255.39

Other Maintenance/Repair/Replacement Items - \$140,217.89

During the course of the project, it was discovered that multiple additional critical repairs were needed to preserve the integrity and life of the building, as well as provide a safe work environment for staff. Repairs/replacements included cracks in exterior walls, negative drainage around the perimeter of the building, replacing windows, unit heaters that were failing, lighting issues, repair/replacing gutters and downspouts, etc.

Fuel Island Project - \$83,631.06

The DEQ had informed City staff that the fuel island spill buckets would need to be updated by 2018 in order to adhere to the new federal regulations (double walled vs single walls). It was approved to post this expense to this line item.

Exterior Painting - \$51,396.87

The exterior of the building had never been repainted. When it was discovered that there were numerous places where moisture was leaking into the facility, it was critical. The exterior of the building needed to be cleaned, sealed and painted. It was approved to post this expense to this line item.

Total Expenses Approximately - \$1,946,084.99

SUGGESTED MOTION:

I move for Approval for the Acceptance of Public Improvements for the City West Remodel Project - Phase I completed by Norton Construction, Inc. of Gillette, Wyoming, in the total amount of \$1,276,650.23.

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director
Sawley Wilde, Public Works Director

ATTACHMENTS:

Click to download

- [Certificate of Final Completion](#)
- [Consent of Surety](#)
- [Contractor's Affidavit of Payment](#)
- [Contractor's Affidavit of Release of Liens](#)
- [Warranty](#)

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: City West Building Remodel Phase I

Project No.: 15AD02

Date of Contract: Nov. 16, 2015

Owner: City of Gillette

Contractor: Norton Construction, Inc.

Architect: CTA, Inc.

This Certificate of Final Completion applies to:

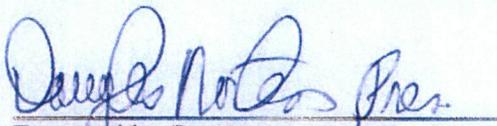
 X All Work under the Contract Documents:

 The following specified portions:

July 14, 2016
Date of Final Completion

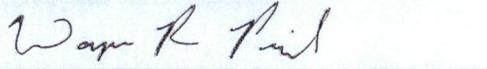
The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Contractor's Affidavit of Payments of Debts and Claims is attached to and made part of this Certificate.



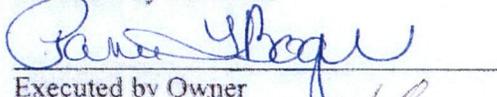
Executed by Contractor

15 Aug 2016
Date



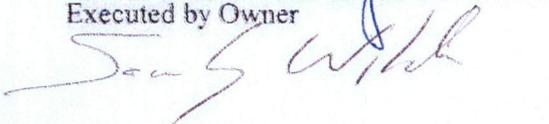
Executed by Architect

August 17, 2016
Date



Executed by Owner

8/22/2016
Date



8/22/16

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 54208056

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

City of Gillette
P.O. Box 3003
Gillette, WY 82717

CONTRACT FOR: City West Building Remodel-Phase I Project No. 15AD02

PROJECT:
(Name and address)

CONTRACT DATED: November 13, 2015

City West Building Remodel-Phase I Project No. 15AD02

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
P. O. Box 73909
Cedar Rapids, IA 52407-3909

, SURETY,

on bond of
(Insert name and address of Contractor)

Norton Construction, Inc.
P.O. Box 1143
Gillette, WY 82717

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Gillette
P.O. Box 3003
Gillette, WY 82717

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 22, 2016
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal):

(Handwritten signature)

United Fire & Casualty Company

(Surety)

By: *Gloria Fugatt*

(Signature of authorized representative)

Gloria Fugatt

Attorney-in-Fact

(Printed name and title)

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> City of Gillette City West Building Remodel Ph I	ARCHITECT'S PROJECT NUMBER: COGCW14	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Gillette 201 East Fifth Street PO Box 3003 Gillette, WY 82716	CONTRACT FOR: General Construction CONTRACT DATED: November 16, 2015	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

STATE OF: Wyoming
COUNTY OF: Campbell

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Norton Construction, Inc.
PO Box 1143
Gillette, WY 82717

BY:



(Signature of authorized representative)

Douglas Norton, President
(Printed name and title)

Subscribed and sworn to before me on this date: 8/22/14

Notary Public:

My Commission Expires: 3-31-2019





AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
City of Gillette	COGCW14	ARCHITECT: <input type="checkbox"/>
City West Building Remodel Phase I	CONTRACT FOR: General Construction	CONTRACTOR: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: Nov. 16, 2015	SURETY: <input type="checkbox"/>
City of Gillette		OTHER: <input type="checkbox"/>
201 East Fifth Street		
PO Box 3003		
Gillette, WY 82716		

STATE OF: Wyoming
 COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

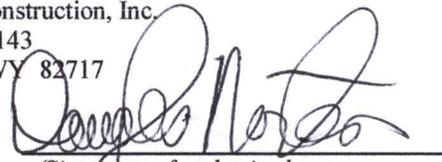
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Norton Construction, Inc.
 PO Box 1143
 Gillette, WY 82717

BY:



(Signature of authorized representative)
 Douglas Norton, President
(Printed name and title)

Subscribed and sworn to before me on this date: 8/22/16

Notary Public: *Michelle M. Craig*
 My Commission Expires: 3-31-2019



WARRANTY

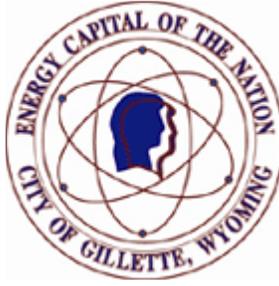
(Contractor)

Norton Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the City West Building Remodel – Phase I Project (Project No. 15AD02) 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

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Stating the Policy of the City of Gillette to Promote a Diverse Community and Ensure that Discrimination of Any Kind Is Not Accepted.

BACKGROUND:

Gillette has been approached by local residents to support a Resolution showing that it is the policy of the City to reject discrimination and support the full inclusion of lesbian, gay, bisexual, and transgender (LGBT) citizens.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a Resolution Stating the Policy of the City of Gillette to Promote a Diverse Community and Ensure that Discrimination of Any Kind Is Not Accepted.

STAFF REFERENCE:

Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

[Anti Discrimination Resolution](#)

Resolution No _____

A RESOLUTION STATING THE POLICY OF THE CITY OF GILLETTE TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED.

WHEREAS, Gillette is a diverse community with a long tradition of pursuing full equality for all of its citizens and;

WHEREAS, the full inclusion and acceptance of lesbian, gay, bisexual, and transgender (LGBT) citizens is fair and just;

WHEREAS, we affirm the right of LGBT citizens in Gillette to live free of discrimination in all of its forms.

WHEREAS, discrimination in all of its forms includes: on the basis of race, color, religion, national origin, sex, gender identity, age, marital status, sexual orientation, family status, veteran status, disability and source of income are wrong and present a stumbling block to the pursuit of full equality.

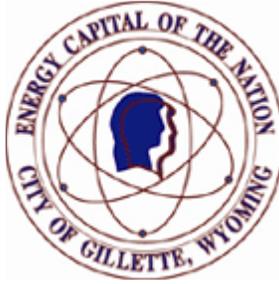
NOW, THEREFORE, BE IT RESOLVED by the City of Gillette, in regular session duly assembled, it is the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person, without regard to race, color, religion, national origin, sex, gender identity, age, marital status, sexual orientation, family status, veteran status, disability or source of income. The City affirms that its personnel policies protect employees and potential employees from discrimination based on sexual orientation or gender identity.

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

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

A Public Hearing to Consider Amendments to the Gillette City Budget for FY2016-2017.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

No Attachments Available



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

www.gillettewy.gov

DATE: 9/20/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2016/2017.

BACKGROUND:

This is the first budget amendment to the FY2016/2017 approved budget. It has been scheduled for Council consideration at the September 20, 2016 meeting and has been previously reviewed at the September 13, 2016 Council Work Shop. The purpose of the amendment is to adjust revenue projections and further control expenses to reflect the continued economic decline since budget adoption. The highlights of the proposed amendment include:

1. An increase in the usage of unassigned cash in the General Fund of \$598,777. This is the result of a \$2,400,000 reduction of projected sales tax revenues (from \$17,400,000 to \$15,000,000) combined with a net decrease in budgeted expense of \$1,545,748. The reduction in expense is largely attributed to cutting salary and benefit costs through attrition, reduction in workforce, and a change to the employee contribution to the Wyoming Retirement System. In addition, \$255,475 of General Fund salary and benefit costs were allocated to Enterprise Funds to appropriately reflect task functions.
2. The sales tax projected revenue in the 1% Fund is reduced by \$1,700,000 (from \$14,200,000 to \$12,500,000)
3. Enterprise Fund budgeted expenses are reduced by \$302,424. This is the result of salary and benefit cost savings through attrition, reduction in work force measures, and a change to the employee contribution to the Wyoming Retirement System. There was also a reduction of \$29,000 to Waste Water expense due to an item being budgeted twice.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to adopt the Resolution to amend the City of Gillette budget for the FY2016/2017 fiscal year.

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

- [Budget Amendment Detail](#)
- [Resolution to Approve Amendments to FY16/17 Budget](#)

FY 2017 Budget Amendment #1

GENERAL FUND

Revenue:		Original	Revised	burn rate
GF reduction in anticipated sales tax revenues	\$ (2,400,000)	\$ 17,400,000	\$ 15,000,000	
GF application of unassigned cash	\$ 598,777	\$ 1,403,985	\$ 2,002,762	8.71%
1% reduction in anticipated sales tax revenues	\$ (1,700,000)	\$ 14,200,000	\$ 12,500,000	
Expense:				
GF salaries and benefits	\$ (826,001)			
GF 5% employee contribution to retirement	\$ (727,307)			
GF unemployment expense increase	\$ 94,302			
GF CW personnel allocation	\$ 12,758			
GF Personnel Related Total	<u>\$ (1,446,248)</u>			
GF wellness incentive program reduction	\$ (49,500)			
GF employee recognition program reduction	\$ (15,000)			
GF safety incentive/recognition program reduction	<u>\$ (35,000)</u>			
GF Employee Related Program Reductions	\$ (99,500)			
Total GF Budget Expense Adjustments				\$ (1,545,748)
Enterprise Funds salaries and benefits	\$ (252,578)			
Enterprise Funds 5% retirement contribution	\$ (340,066)			
Enterprise Funds unemployment expense increase	\$ 12,714			
Enterprise Fund PW/CS/CW personnel allocations	\$ 306,506			
Enterprise Funds Personnel Related Total	<u>\$ (273,424)</u>			
Waste Water fire alarm system (in budget twice)	\$ (29,000)			
Total Enterprise Fund Budget Expense Adjustments				\$ (302,424)
TOTAL BUDGET AMENDMENT EXPENSE ADJUSTMENTS				\$ (1,848,172)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2016-17 FISCAL YEAR PURSUANT TO W.S. 16-4-113.

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

THE CITY BUDGET, AS SO REVISED, ALTERED AND OUTLINED BELOW, BE ADOPTED AS THE OFFICIAL CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

ESTIMATED REVENUES:

General Fund		
Taxes	\$	18,277,244
License and Permits	\$	965,587
State & Federal Shared Revenues	\$	3,791,595
Grants & Loans	\$	282,183
Charges for Services	\$	2,685,954
Other Revenues	\$	1,243,943
Application of Unassigned Cash	\$	2,002,762
One Percent Tax	\$	13,689,017
LID 650 - Northland Village	\$	48,442
LID 651 - Indian Hills	\$	10,817
Madison Water Line	\$	7,578,910
Utilities Administration	\$	2,926,769
Solid Waste	\$	2,917,160
Water	\$	6,770,285
Power	\$	36,973,581
Sewer	\$	4,869,490
City West Operations	\$	461,123
City Warehouse	\$	205,243
Vehicle Maintenance	\$	2,766,579
Health Insurance	\$	5,045,000
Insurance	\$	728,268
Grand Total	\$	114,239,952

ESTIMATED EXPENSES:

Mayor and Council, General	\$	196,837
Administration, General	\$	668,479
Gillette Public Access, General	\$	267,762
Special Projects, General	\$	3,139,867
City Attorney, General	\$	476,077
Human Resources, General	\$	596,440
Safety and Risk Management, General	\$	146,334
Finance, General	\$	834,151
Customer Service, General	\$	1,016,479
Purchasing, General	\$	188,928
Administrative Services, General	\$	507,416
City Clerk, General	\$	374,575
Judicial/Parking Control, General	\$	655,414
City Hall Maintenance, General	\$	936,365
Information Technology, General	\$	1,740,568
Geographical Information, General	\$	531,885
Police, General	\$	6,990,216
Dispatch, General	\$	932,601
Victims Advocate, General	\$	159,894
Substance Abuse Prevention, General	\$	-
Animal Control, General	\$	376,124
Animal Shelter Operations, General	\$	220,496
Public Works Administration, General	\$	396,355
Parks, General	\$	1,603,381
Swimming Pool, General	\$	159,400
Forestry, General	\$	197,069
Streets, General	\$	3,068,627
Engineering, General	\$	1,348,696
Building Inspection, General	\$	599,424
Traffic Safety, General	\$	473,419
Planning, General	\$	328,237
Code Compliance, General	\$	117,755
One Percent Tax, Capital Projects	\$	12,472,017
LID 650 - Northland Village	\$	48,442
Madison Water Line, Enterprise	\$	7,267,633
Utilities Administration, Enterprise	\$	797,694
Electrical Engineering, Enterprise	\$	1,100,821
SCADA, Enterprise	\$	868,934
Solid Waste, Enterprise	\$	2,883,137
Water, Enterprise	\$	6,428,858
Power, Enterprise	\$	34,043,424
Sewer, Enterprise	\$	4,624,424
City West Operations, Intergovernmental	\$	460,922
City Warehouse Operations, Intergovernmental	\$	201,275
Vehicle Maintenance, Intergovernmental	\$	2,766,579
Health Fund, Insurance	\$	4,887,482
Insurance, Insurance	\$	632,868
Grand Total	\$	108,733,778

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2016.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publish: