



CITY COUNCIL AGENDA
Council Chambers, 201 E. 5th Street
CITY OF GILLETTE
Tuesday, October 4, 2016
7:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. [Invocation Led by Pastor Regan Pickrel of Gillette Christian Center.](#)

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 - September 6, 2016**

Staff Reference:

- b. Special Meeting - September 13, 2016**

Staff Reference:

- c. Pre-Meeting - September 20, 2016**

Staff Reference:

- d. Regular Meeting - September 20, 2016**

Staff Reference:

- e. Special Meeting - September 27, 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

E. Approval of Conflict Claims.

F. Comments.

1. Council
2. Written
3. Public
4. Other - Comments
 1. Recognition of a Certificate and Award of Financial Reporting Achievement to the City of Gillette.
Staff Reference:
 2. Photo Contest Winners - Sponsored by the Parks and Beautification Board
Staff Reference:**PHOTOS**
Geno Palazzari, Communications Manager
 3. A Proclamation Designating October 4, 2016 as Flip McConnaughey Day.
Staff Reference:**PHOTO**
Charlie Anderson, City Attorney
 4. For the Good of the Community Video
Staff Reference:**VIDEO**
Geno Palazzari, Communications Manager

G. Unfinished Business.

1. Ordinance 2nd Reading.
2. Ordinance 3rd Reading.
3. Other.

H. New Business.

1. Minute Action.
 - a. Council Consideration for the Acceptance of Public Improvements for the 2015 Water Main Replacement Project, Installed by Powder River Construction, Inc., in the Amount of \$1,475,773.30 (1% Project).
Staff Reference: **MAP/VIDEO**
Kendall Glover, Utilities Director
 - b. Council Consideration for the Acceptance of Public Improvements for the School Zone Crossings Phase II Project, Installed by Powder River Construction, Inc., in the Amount of \$164,775.72 (1% Project and a Wyoming Department of Transportation, Transportation Alternative Grant).
Staff Reference: **VIDEO**
Dustin Hamilton P.E., Development Services Director
2. Ordinance 1st Reading.
3. Appointments.

I. Public Hearings and Considerations

1. A Public Hearing to Consider the Transfer of Location of a Winery Permit, the Application for a Winery Satellite Permit as Requested by Big Lost Meadery, LLC, Contingent Upon Obtaining the Necessary Federal Permit, and Setting a \$100

Fee for the Winery Satellite Permit.

Staff Reference:Pamela L. Boger, Administrative Services Director

2. Council Consideration for the Transfer of Location of a Winery Permit from 106 S. Gillette Avenue to 601 S. Douglas Hwy, Requested by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Contingent Upon Obtaining the Necessary Federal Permit.

Staff Reference:Pamela L. Boger, Administrative Services Director

3. Council Consideration of a Winery Satellite Permit Requested by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Located at 106 S. Gillette Avenue, Contingent Upon the Transfer of Location of the Winery Permit for Big Lost Meadery, LLC, to 601 S. Douglas Hwy, and Setting the Winery Satellite Permit Fee at \$100 .

Staff Reference:Pamela L. Boger, Administrative Services Director

4. A Public Hearing to Consider the Issuance of a Bar & Grill Liquor License to Pizza Carrello, LLC, d.b.a. Pizza Carrello, Located at 601 S. Douglas Hwy.

Staff Reference:Pamela L. Boger, Administrative Services Director

5. Council Consideration for the Issuance of a Bar & Grill Liquor License to Pizza Carrello, LLC, d.b.a. Pizza Carrello, Located at 601 S. Douglas Hwy.

Staff Reference:Pamela L. Boger, Administrative Services Director

6. A Public Hearing Regarding an Ordinance Pursuant to Wyoming Statute 15-6-420 Declaring a Default on Assessments in the Northland Village Mobile Home Park, Authorizing Certificates of Delinquency, and Authorizing Litigation in the District Court, Sixth Judicial District, for Purposes of a Foreclosure Action on the Delinquencies.

Staff Reference:Pat Davidson, Assistant City Attorney

7. An Ordinance Pursuant to Wyoming Statute 15-6-420 Declaring a Default on Assessments in the Northland Village Mobile Home Park, Authorizing Certificates of Delinquency, and Authorizing Litigation in the District Court, Sixth Judicial District, for Purposes of a Foreclosure Action on the Delinquencies.

Staff Reference:Pat Davidson, Assistant City Attorney

J. Executive Session

K. Adjournment

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Kevin McGrath
Dan Barks

WARD 2

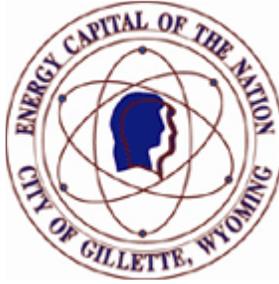
Billy Montgomery
Timothy Carsrud

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: 10/4/2016 7:00:00 PM

SUBJECT:

Invocation Led by Pastor Regan Pickrel of Gillette Christian Center.

BACKGROUND:

ACTUAL COST VS. BUDGET:

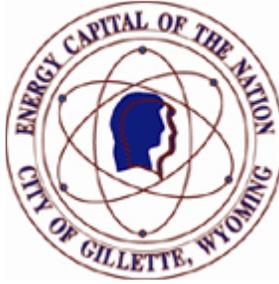
SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Executive Session - September 6, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

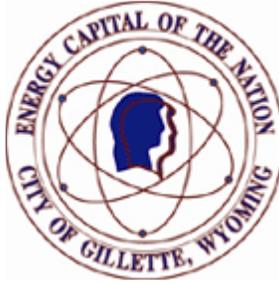
SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Special Meeting - September 13, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Special Meeting - September 13, 2016](#)

A Special Meeting of the City Council was held on Tuesday the 13th day of September 2016.

Present were Councilmen Barks, Carsrud, Jerred, Kuntz, McGrath, Montgomery, and Mayor Carter-King; City Administrator Napier; Attorney Anderson; Directors Aguirre, Boger, Glover, Hamilton, Pitlick, and Wilde; Communications Manager Palazzari; Sr. Administrative Asst. Williams; and City Clerk Abelseth.

Warm Up Items

Councilman Montgomery welcomed home the 33, National Guard soldiers with A Battery, 2nd Battalion, 300th Infantry. He also thanked those involved with the Hour of Honor Ceremony; Councilman McGrath thanked Councilman Montgomery for the speech he gave during the Hour of Honor Ceremony.

Action Item

Councilman McGrath made a motion to approve a quote award for the Fiscal Year 2016/17 pavement marking contract to Design Construction, LLC, in the amount of \$124,118.10; seconded by Council Carsrud. General discussion ensued. After the discussion, roll was called on the motion. All voted aye. The motion carried.

PFLAG Request Discussion

Karin Ebertz, President, PFLAG Gillette, explained the resolution request. General discussion ensued. During the discussion, staff was directed to remove/replace certain language within the resolution prior to the September 20th meeting for Council's consideration.

Communications Plan Discussion

Communications Manager Palazzari provided a power point presentation and recommendations regarding a communications plan in response to suggestions received from the 2016 Citizen Survey.

Employee Benefits Plan Discussion

Medical Fund/Retiree Trust Manager Wasson provided a power point presentation regarding the 2017 Employee Health Benefits and Medical Fund. Wellness Coach Allee also provided information in regards to the City's Wellness program and participation. General discussion ensued. This item will be on the September 20th agenda for Council's consideration.

Budget Amendment Review

Administrator Napier provided information regarding the upcoming budget amendment request for the FY2016/17. General discussion ensued.

Review September 20th Agenda

The group reviewed the upcoming agenda items.

Adjournment

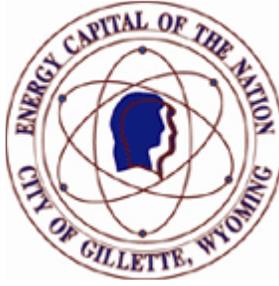
There being no further business to come before the Council, the meeting adjourned at 8:45 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: September 21, 2016

Louise Carter-King, Mayor



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DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Pre-Meeting - September 20, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Pre-Meeting - September 20, 2016](#)

A Pre-Meeting of the City Council was held on Tuesday the 20th 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 Aguirre, Boger, Glover, Hamilton, Hloucal, Pitlick, and Wilde; Managers Palazzari and Davidsmeier; and City Clerk Abelseth.

Warm Up Items

Councilman Carsrud thanked staff for the patch work done on Gurley Avenue.

Gillette Main Street Paver Project

Jessica Sedars explained the Gillette Main Street Paver Project. After the explanation Council asked that the materials and engraving be looked at for longevity purposes, and bring this information back for Council to review. Ms. Sedars reported that the project would not begin with pavers until next spring.

Razor City Liquor Update

Tom Simons provided an update regarding the progress with his building and road project. Mr. Simons informed Council that the road permit was issued last week; building design is pretty much done; the bank required more money down; and one of the investors had a personal issue that came up. Mayor Carter-King asked when he would be starting on the building. Mr. Simons reported that the road would be going in first, and the building after that. He added that the road project should be starting any day. Councilman Jerred asked if the road had to be built before obtaining a site plan. Staff informed Council that a road does not have to be built prior to submission of a site plan. Mr. Simons reported that the architecture work is complete; just waiting to go out for bid. Mayor Carter-King asked if the design of the building and cost would be the same as presented to Council previously. Mr. Simons replied yes. Councilman Barks stated that when the liquor license was issued, 16 months was the agreement for the project to be completed or the license would come back to the City. Where are we on that? Mr. Simons replied that is still their projection; if the City plans on yanking the license after 17 or 18 months, then it won't be a go. The banks will not loan the money if they feel the City is going to yank the license. Councilman Barks asked for the date of the agreement, he feels that, clearly, the license was issued contingent upon the project being completed within 16 months. Again, Mr. Simons stated that the banks won't loan the money if they feel the City is going to take back the license in a couple months. Mayor Carter-King stated that the license was issued back in March and would think the financing would already be taken care of. Attorney Anderson reported that on February 16th, the public hearing for the renewal of the liquor licenses was held. Council removed this particular license from the rest of the licenses for general approval. The minutes state that the renewal is contingent upon the letter submitted by Tom Simons entitled "Liquor License Transfer" dated January 13, 2016. The license was renewed contingent upon compliance with the terms of the letter which has the timetable for construction. Councilman Jerred asked Mr. Simons what he anticipates the completion date to be. Mr. Simons replied that he is still hoping to make that 16 months from when he originally got the license. Councilman Jerred questioned if Mr. Simons could get the building up by February or March. Mr. Simons replied that February would be 12 months, there is still March, April, June. Attorney Anderson stated that the agreement says the facility would be constructed and operational within 12 to 16 months, and was dated January 13, 2016. Councilman Carsrud encouraged Mr. Simons to keep the Council informed of the progress regarding the construction, just as another license holder has. Mr. Simons stated that the other license holder is not putting 4.5 million dollars into a facility; they are redoing a kitchen and a little remodel. Councilman Kuntz stated that he remembers being told by Mr. Simons that he was ready to break ground. Councilman Kuntz added that this is some of his concern; it's been how many months and Council has seen no progress. Mayor Carter-King asked Mr. Simons to notify Council when he has a ground breaking and to keep Council informed of the progress. Mr. Simons agreed.

Employee Appreciation Day Discussion

Administrator Napier stated that this discussion is in response to Council's suggestion that perhaps, staff needed to look at the policy governing the day after Thanksgiving. Safety Manager Milliron explained proposed changes to previous practices regarding the day after Thanksgiving. He explained the requirements for receiving the day after Thanksgiving as a "Employee Appreciation Holiday". After general discussion, Council thanked staff for their work on this subject.

Review September 20th Agenda

The group reviewed the upcoming agenda items.

Executive Session

Councilman Carsrud made a motion to move into an Executive Session to discuss personnel and litigation; seconded by Councilman McGrath. All voted aye. The motion carried.

Adjournment

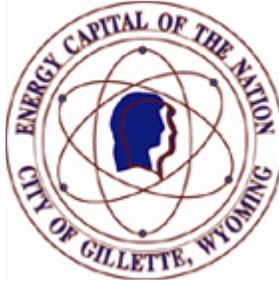
There being no further business to come before the Council, the meeting adjourned at 6:38 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: September 28, 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: 10/4/2016 7:00:00 PM

SUBJECT:

Regular Meeting - September 20, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Regular Meeting - September 20, 2016](#)

A meeting of the City Council was held on Tuesday, the 20th day of September 2016. Pastor Ron Merritt of Cornerstone Church of God led the Invocation and the Pledge of Allegiance was led by Councilman Montgomery.

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

Approval of General Agenda

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

Approval of Consent Agenda

Minutes:

Executive Session – August 2, 2016; August 9, 2016; and August 16, 2016

Special Meeting – August 30, 2016

Pre-Meeting – September 6, 2016

Regular Meeting – September 6, 2016

Bills and Claims - Consent

| | |
|--|------------|
| AC TREE SERVICE | 13,245.00 |
| ALSCO | 1,005.45 |
| ALYSHIA VIGIL | 50.00 |
| ANIXTER POWER SOLUTIONS | 1,823.52 |
| ANTON, ROGER & LAVON | 409.90 |
| ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE | 350.00 |
| AT & T MOBILITY NATIONAL ACCOUNTS | 3,808.86 |
| ATCHISON, TAlA | 170.77 |
| B & H PHOTO VIDEO PRO-AUDIO | 2,037.00 |
| BEAR'S NATURALLY CLEAN | 88.00 |
| BENNOR ESTATES IMPROVEMENT AND SERVICE DISTRICT | 35,331.25 |
| BERTSCH, KURTIS | 205.03 |
| BIANCA BARRERA | 420.00 |
| BIG D SANITATION | 2,827.50 |
| BIG HORN TIRE INC | 420.00 |
| BLACK CAT CONSTRUCTION LLC | 19,790.00 |
| BLACK HILLS POWER & LIGHT | 98,587.37 |
| BLACK HILLS WYOMING LLC | 315,071.68 |
| BLUE CROSS BLUE SHIELD OF WYOMING | 169,613.04 |
| BOB WORTHINGTON | 360.00 |
| BORDER STATES ELECTRIC | 1,000.00 |
| BUTLER, HEATHER | 118.61 |
| CAMPBELL COUNTY CHAMBER OF COMMERCE | 1,128.75 |
| CAMPBELL COUNTY CLERK OFFICE | 20.50 |
| CAMPBELL COUNTY COORDINATED BENEFITS TRUST | 3,072.45 |
| CAMPBELL COUNTY ENGINEERS | 3,768.00 |
| CAMPBELL COUNTY GOVERNMENT | 20,830.00 |
| CAMPBELL COUNTY HOSPITAL DISTRICT | 695.50 |
| CAMPBELL COUNTY JOINT POWERS FIRE BOARD | 122,955.46 |
| CAMPBELL COUNTY PARKS AND RECREATION DEPT | 24,016.01 |
| CAMPBELL, BRUCE & RENEE | 77.13 |
| CATES, GAGE | 204.88 |
| CHADIA PATTERSON | 100.00 |
| CITY OF GILLETTE - PETTY CASH | 113.80 |
| CLARKE, SARAH & ANTHONY | 204.98 |
| COLLINS COMMUNICATIONS INC | 5,275.60 |
| COMMUNICATIONS SUPPLY CORPORATION | 2,556.00 |
| CONSOLIDATED ENGINEERS INC | 518.70 |
| CORTEZ, ERNESTO | 74.96 |
| CPS DISTRIBUTORS | 420.00 |
| CRAIG FURMAN | 50.00 |
| CRUM ELECTRIC SUPPLY COMPANY | 19,934.78 |
| CTA INC | 235.34 |

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|--|------------|
| CUES INC | 163.51 |
| CUMMINS ROCKY MOUNTAIN INC | 936.10 |
| DALE HELSPER | 310.00 |
| DANA KEPNER COMPANY INC | 736.00 |
| DANIELLE ROBLING | 68.40 |
| DARLENE JONES | 100.00 |
| DAVID RODRIGUEZ | 100.00 |
| DEBRA SEMPLE | 5,816.00 |
| DELTA DENTAL OF WYOMING | 21,205.20 |
| DESERT MOUNTAIN CORPORATION | 38,732.45 |
| DILTS, CHRISTINA | 88.84 |
| DOWL LLC | 2,535.00 |
| DPC INDUSTRIES INC | 6,827.00 |
| DRM INC | 13,908.20 |
| EASON, MEGAN | 204.97 |
| EMMANUARTH PARDO | 154.19 |
| EMPTY SEA | 203.69 |
| ENERGY LABORATORIES INC | 351.00 |
| EXPRESS SCRIPTS INC | 35,162.82 |
| FAIRWAY ESTATES LLC | 75.00 |
| FARMER BROTHERS COMPANY | 438.00 |
| FARRIS, TRACI | 22.62 |
| FASTENAL COMPANY | 633.74 |
| FEDEX | 328.74 |
| FIRST INTERSTATE BANK OF GILLETTE | 128.95 |
| FIRST NATIONAL BANK OF GILLETTE | 82,297.09 |
| FISHER, SEAN | 46.60 |
| FITZGERALD, LORNA | 204.83 |
| FRANDES, MISHELLY | 204.81 |
| FRANDSON SAFETY INC | 120.00 |
| GAMETIME | 49.65 |
| GARRY GINN | 100.00 |
| GEER, JERRY | 409.60 |
| GILLETTE CONTRACTORS SUPPLY INC | 3,770.34 |
| GILLETTE PRINTING COMPANY INC | 66.38 |
| GILLETTE WINNELSON COMPANY | 137.00 |
| GIT-R-DONE SITE SERVICES, INC | 80.00 |
| GOOD, CHRISTOPHER | 204.82 |
| GOVOLUTION, LLC | 1,412.00 |
| GUNDERMAN, DIANNE | 205.03 |
| HALL, CARLIN | 190.71 |
| HANNAH, RAYMOND II & JOY | 200.00 |
| HARRIS, GARY | 61.41 |
| HAWKINS INC | 2,355.00 |
| HDR INC - US ENGINEERING ACCOUNTS RECEIVABLE | 39,711.89 |
| HEIDRICH, CHAD & AMANDA | 204.93 |
| HELMSMAN MANAGEMENT SERVICES LLC | 25.00 |
| HLADKY CONSTRUCTION | 496,592.46 |
| HLADKY PROPERTIES | 50.00 |
| HOCUM, TIMOTHY | 409.67 |
| HOMAX OIL | 26,229.02 |
| HOT IRON | 145,309.93 |
| HOTLINE ELECTRICAL | 850.00 |
| HUDDLESTON, DEBORAH | 204.88 |
| HUGHES, STEEL | 17.48 |
| ISC INC | 8,901.12 |
| JARAD COGBURN | 166.00 |
| JASON MATERI | 25.00 |
| JEFFERY, MELISSA | 51.10 |
| JLC SIGN SYSTEMS INC | 448.99 |
| JOHNSON, BILLY R & DONNA | 30.00 |
| JONES, DON R | 27.01 |
| JORDAN GLICK | 100.00 |
| KADRMAS LEE & JACKSON INC | 26,010.69 |
| KASEY MARLOW | 10.11 |
| KNS COMMUNICATIONS CONSULT | 204.91 |

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|-------------------------------------|------------|
| KOEHLER, BLAKE | 150.01 |
| KOIS BROTHERS EQUIPMENT COMPANY | 1,027.82 |
| KRIZ-DAVIS COMPANY | 79.03 |
| LAKER CHEMICAL INC | 3,350.00 |
| LAND SURVEYING INCORPORATED | 3,577.78 |
| LANNING, LINCOLN | 88.29 |
| LEGEND COMMUNICATIONS OF WYOMING | 8,300.00 |
| LINE FINDERS | 409.73 |
| LISA DEHERRERA | 200.00 |
| LONG BUILDING TECHNOLOGIES | 3,982.00 |
| LONG'S PLUMBING & HEATING INC | 510.00 |
| LOUISE CARTER KING | 23.73 |
| MARROW, CANDRA | 102.41 |
| MARY SUE REDLE | 50.00 |
| MAUDSLEY, CORBIN & GILLIAN | 204.97 |
| MCFARLANE, CARLOS | 153.74 |
| MCJILTON, JASON | 24.20 |
| MCM GENERAL CONTRACTORS | 84,815.38 |
| MCNEILUS TRUCK & MANUFACTURING | 488.56 |
| MELLOTT, LEVI | 204.95 |
| MICHAEL CASPER | 80.00 |
| MICHAEL TIEFENTHALER | 25.00 |
| MICHAEL TIPPETTS | 100.00 |
| MICHELLE RICHTER | 75.00 |
| MIDLAND IMPLEMENT CO INC | 185.21 |
| MOA WYOMING INC | 19,879.01 |
| MORRISON MAIERLE INC | 44,759.16 |
| MORRISON, ERRYN | 119.79 |
| MOST DEPENDABLE FOUNTAINS INC | 124.00 |
| NEIL INGRAM | 50.00 |
| NEWMAN SIGNS INC | 345.00 |
| NEWS RECORD | 3,955.41 |
| NORCO INC | 2,351.71 |
| NORMONT EQUIPMENT COMPANY | 2,432.70 |
| NOVUSOLUTIONS | 3,990.00 |
| ONLINE INFORMATION SERVICES INC | 421.50 |
| PAINTBRUSH SEWER & DRAIN | 791.20 |
| PCA ENGINEERING INC | 22,957.69 |
| PETE LIEN & SONS INC | 388.50 |
| PETERSON, BENJIMEN | 111.59 |
| POWDER RIVER CONSTRUCTION | 620,759.26 |
| POWDER RIVER ENERGY CORPORATION | 1,306.32 |
| POWDER RIVER OFFICE SUPPLY INC | 1,164.99 |
| PROELECTRIC INC | 28,760.97 |
| REGULATORY COMPLIANCE SERVICES INC | 795.00 |
| ROBIN KUNTZ | 14.98 |
| S & S BUILDERS | 255,757.29 |
| SCHUTZ FOSS ARCHITECTS PC | 14,685.26 |
| SHAY FOLLUM | 350.00 |
| SIMON CONTRACTORS | 312,083.56 |
| SKILLSOFT CORPORATION | 3,265.02 |
| SMITH'S FOOD CENTER | 5.67 |
| SOURCE OFFICE PRODUCTS | 1,243.91 |
| SOURCEGAS | 2,547.03 |
| SOUTHWESTERN EQUIPMENT COMPANY | 496.46 |
| STRATA INC | 3,483.25 |
| SUDDEN SERVICE INC | 409.88 |
| SUNDANCE EQUIPMENT COMPANY | 74.90 |
| SUTHERLAND, CARRIE & BERT | 204.86 |
| THOMAS, SHOAN | 145.39 |
| TIM CARSRUD | 21.50 |
| TJ ELECTRIC LLC | 25,034.31 |
| TOTAL ADMINISTRATION SERVICES CORP. | 287.50 |
| TRUGREEN CHEMLAWN | 290.00 |
| TWO M COMPANY INC | 705.00 |
| UMB BANK | 54,571.94 |

| | |
|-----------------------------------|------------|
| VAN EWING CONSTRUCTION | 979,654.68 |
| VERIZON WIRELESS | 1,850.57 |
| VISIONARY COMMUNICATIONS | 969.14 |
| WAL-MART | 82.27 |
| WESCO RECEIVABLES CORP | 40,959.64 |
| WESTERN STATIONERS | 405.35 |
| WESTERN WASTE SOLUTIONS INC | 11,011.30 |
| WYODAK RESOURCES DEVELOPMENT CORP | 233,056.68 |
| WYOMING DEPT OF TRANSPORTATION | 14,226.12 |
| WYOMING SECRETARY OF STATE | 30.00 |
| WYOMING STATE REVENUE AND TAX | 101,571.94 |
| XEROX CORPORATION | 609.22 |
| ZIONS BANK | 1,535.18 |

Other – Consent

Approval for the write off of bad debt on uncollectible utility accounts in the amount of \$28,963.77.

Councilman Carsrud 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 \$263.06; seconded by Councilman Jerred. Jerred, Barks, Montgomery, McGrath, Kuntz and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman Barks moved to approve a conflict claim for Mayor Carter-King in the amount of \$2,063.30; seconded by Councilman Montgomery. Jerred, Barks, Carsrud, Montgomery, McGrath and Kuntz voted aye. Mayor Carter-King abstained. The motion carried.

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

Comments

Council: Councilman Jerred remarked on the smooth process for dumping recyclables at the CARE Center; Mayor Carter-King reported that Moody’s Investor Service has upgraded the City of Gillette to an A1 lease rating.

Written: City Clerk Abelseth announced a written comment received from Steve and Megan McManamen in support of the non-discrimination resolution.

Public: Frank Latta acknowledged the work that has been done around the community by the City and thanked the Council.

Other: The Mayor and Council recognized Annie Mayfield and Doug Ninas for receiving the ESRI SAG (Special Achievement in GIS Award); Mayor Carter-King proclaimed September 17 – 23, 2016 as “Constitution Week”.

Unfinished Business – Ordinance 3rd Reading

ORDINANCE 3902

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 Jerred moved to approve the foregoing Ordinance on third and final reading; seconded by Councilman Carsrud. All voted aye. The motion carried.

New Business – Minute Action

RESOLUTION 2582

A RESOLUTION APPROVING THE CITY’S HEALTH PLAN PREMIUMS AND PLAN DESIGN CHANGES EFFECTIVE JANUARY 1, 2017

Councilman Carsrud moved to approve the foregoing Resolution to approve the City’s Health Plan Premiums and Plan Design effective January 1, 2017; seconded by Councilman McGrath. All voted aye. The motion carried.

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

Councilman Barks moved to approve a bid award for water - Red Hills Tower move (Project #17SC10) to Mountain Peak Builders in the amount of \$26,400; seconded by Councilman Kuntz. Administrator Napier explained the request. All voted aye. The motion carried.

Councilman Barks moved to accept 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; seconded by Councilman McGrath. All voted aye. The motion carried.

RESOLUTION 2583

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

Councilman McGrath moved to approve the foregoing Resolution approving and authorizing the final plat for Aspen Heights Addition to the City of Gillette, Wyoming, subject to all Planning requirements; seconded by Councilman Montgomery. All voted aye. The motion carried.

Councilman Barks moved to accept 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; seconded by Councilman Montgomery. Administrator Napier explained the project. All voted aye. The motion carried.

RESOLUTION 2584

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.

Councilman McGrath moved to approve the foregoing Resolution stating the policy of the City of Gillette to promote a diverse community and ensure that discrimination of any kind is not accepted; seconded by Councilman Carsrud. Karin Ebertz explained the request. Jerred, Barks, Carsrud, Montgomery, McGrath and Mayor Carter-King voted aye. Councilman Kuntz voted nay. The motion carried.

Public Hearings and Considerations

Mayor Carter-King opened into a public hearing to consider amendments to the Gillette City Budget for FY2016-2017. Administrator Napier explained the budget amendment request. Mayor Carter-King closed the public hearing.

RESOLUTION 2585

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2016-17 FISCAL YEAR

Councilman Barks moved to approve the foregoing Resolution to approve amendments to the Gillette City Budget for FY2016/2017; seconded by Councilman Jerred. All voted aye. The motion carried.

Executive Session

Councilman McGrath made a motion to move into an Executive Session to discuss personnel and litigation; seconded by Councilman Barks. All voted aye. The motion carried.

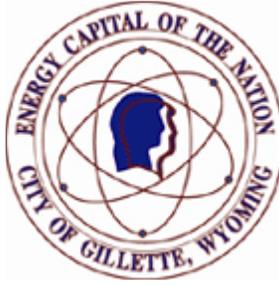
Adjournment

There being no further business, the meeting was adjourned at 7:39 p.m. The next scheduled meeting will be held on October 4, 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 28, 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: 10/4/2016 7:00:00 PM

SUBJECT:

Special Meeting - September 27, 2016

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[Special Meeting - September 27, 2016](#)

A Special Meeting of the City Council was held on Tuesday the 27th day of September 2016.

Present were Councilmen Barks, Carsrud, Jerred, Kuntz, McGrath, Montgomery, and Mayor Carter-King; Attorneys Anderson and Davidson; Directors Aguirre; Managers Palazzari and Davidsmeier; and City Clerk Abelseth.

Warm Up Items

Councilman Montgomery reported on his attendance at the Stocktrail School Grand Opening; Councilman Kuntz shared his concerns of raising the speed limit on 6th Street to 30 mph; and Councilman Carsrud reported a defect in the cross walk warning sign at Brooks Avenue and 2nd Street.

Executive Session

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

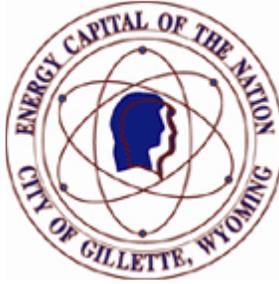
Adjournment

There being no further business to come before the Council, the meeting adjourned at 5:35 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: October 5, 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: 10/4/2016 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:

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

Expenditure Approval Report
Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|--|----------------|---|-----------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1351-CAMPBELL COUNTY CHAMBER OF COMMERCE | | | |
| | 55245 | GOLD BUCKS | 1,500.00 |
| | | VENDOR TOTAL: | 1,500.00 |
| 1630-DISPLAY SALES | | | |
| | 55447 | OS INVENTORY | 783.00 |
| | | VENDOR TOTAL: | 783.00 |
| 99999-MISC RESTITUTIONS | | | |
| | 55342 | RESTITUTION PAYMENT FROM DAVEY LUNSFORD | 100.00 |
| | 55343 | RESTITUTION PAYMENT FROM CHARLES JENNINGS | 25.00 |
| | 55344 | RESTITUTION PAYMENT FROM CHARLES JENNINGS | 25.00 |
| | 55345 | RESTITUTION PAYMENT FROM MEGAN BROWN | 100.00 |
| | 55346 | RESTITUTION PAYMENT FROM BRANDON BERGEN | 32.54 |
| | 55347 | RESTITUTION PAYMENT FROM YESENIS GARCIA URIBE | 214.89 |
| | 55348 | RESTITUTION PAYMENT FROM AMANDA HOOVER | 40.77 |
| | 55349 | RESTITUTION PAYMENT FROM BRENT CARROLL | 7.00 |
| | 55350 | RESTITUTION PAYMENT FROM BRANDON GUFFEY | 150.00 |
| | 55351 | RESTITUTION PAYMENT FROM JOSHUA CHRISTENSEN | 132.53 |
| | 55352 | OVERPAYMENT OF RESTITUTION, APPLY TO FINES | 27.47 |
| | 55353 | RESTITUTION PAYMENT FROM TASHINA KOHLMAN | 75.00 |
| | 55354 | RESTITUTION PAYMENT FROM MICHAELNE LAZARUS | 150.00 |
| | 55355 | RESTITUTION PAYMENT FROM ISRAEL UGALDE | 100.00 |
| | 55356 | RESTITUTION PAYMENT FROM OMAR NOYOLA | 150.00 |
| | 55357 | RESTITUTION PAYMENT FROM JENNIFER WOOLSEY | 50.00 |
| | 55358 | RESTITUTION PAYMENT FROM CASEY OLSON - FINAL | 14.00 |
| | 55359 | RESTITUTION PAYMENT FROM BRANDON CHAVEZ - FINAL | 79.88 |
| | | VENDOR TOTAL: | 1,474.08 |
| 1511-NORCO INC | | | |
| | 55455 | CUSTODIAL INVENTORY | 710.81 |
| | 55456 | CUSTODIAL INVENTORY | 67.03 |

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Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|--|----------------|-----------------------------|------------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1511-NORCO INC | | | |
| | 55457 | CUSTODIAL SUPPLIES | 105.56 |
| | | VENDOR TOTAL: | 883.40 |
| | | DIVISION TOTAL: | 4,640.48 |
| | | DEPARTMENT TOTAL: | 4,640.48 |
| 10-ADMINISTRATION | | | |
| 01-MAYOR & COUNCIL | | | |
| 1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER | | | |
| | 55213 | JULY 2016 MEALS | 958.00 |
| | | VENDOR TOTAL: | 958.00 |
| 1748-THAT EMBROIDERY PLACE | | | |
| | 55180 | BABY BLANKETS | 35.00 |
| | 55214 | CHILDRENS MEMORIAL T-SHIRTS | 9.58 |
| | | VENDOR TOTAL: | 44.58 |
| | | DIVISION TOTAL: | 1,002.58 |
| 02-ADMINISTRATION | | | |
| 2431-WYOMING ASSOCIATION MUNICIPALITIES | | | |
| | 55212 | FALL RETREAT - C NAPIER | 100.00 |
| | | VENDOR TOTAL: | 100.00 |
| | | DIVISION TOTAL: | 100.00 |
| 03-PUBLIC ACCESS | | | |
| 3153-GROUPWARE TECHNOLOGY INC | | | |
| | 55452 | DRIVE STORAGE FOR GPA | 72,776.33 |
| | | VENDOR TOTAL: | 72,776.33 |
| | | DIVISION TOTAL: | 72,776.33 |
| 04-SPECIAL PROJECTS | | | |
| 1351-CAMPBELL COUNTY CHAMBER OF COMMERCE | | | |
| | 55245 | GOLD BUCKS | 5.00 |
| | | VENDOR TOTAL: | 5.00 |
| 1397-COLLINS COMMUNICATIONS INC | | | |

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| | | | |
|-----------------------------|-------|--------------------------|------------------|
| | 55297 | PROGRAMMING FOR REMODEL | 200.00 |
| | | VENDOR TOTAL: | 200.00 |
| 2066-SOURCE OFFICE PRODUCTS | | | |
| | 55253 | WORK AREA | 272.00 |
| | 55299 | INSTALL STEEL STATIONS | 7,837.50 |
| | | VENDOR TOTAL: | 8,109.50 |
| 3220-TJ ELECTRIC LLC | | | |
| | 55250 | MICHANIC BAY LIGHTING | 5,000.00 |
| | 55251 | MECHANIC BY LIGHTING | 5,000.00 |
| | | VENDOR TOTAL: | 10,000.00 |
| | | DIVISION TOTAL: | 18,314.50 |
| | | DEPARTMENT TOTAL: | 92,193.41 |

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| | | | |
|--------------------------------|-------|----------------------------|-----------------|
| 15-ATTORNEY | | | |
| 15-ATTORNEY | | | |
| 1099-LEXISNEXIS MATTHEW BENDER | | | |
| | 55185 | WY COURT RULES | 288.31 |
| | | VENDOR TOTAL: | 288.31 |
| 2143-RINGER LAW P.C. | | | |
| | 55210 | CITY COURT PROSECUTOR FEES | 3,600.00 |
| | | VENDOR TOTAL: | 3,600.00 |
| | | DIVISION TOTAL: | 3,888.31 |
| | | DEPARTMENT TOTAL: | 3,888.31 |

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| 20-HUMAN RESOURCES | | | |
|---|---|--|-----------------|
| 20-HUMAN RESOURCES | | | |
| 1349-CAMPBELL COUNTY HOSPITAL DISTRICT | | | |
| 55397 | Pre-Work Screens | | 1,265.00 |
| 55398 | CCMH Case Management | | 308.00 |
| VENDOR TOTAL: | | | 1,573.00 |
| 1753-EMPLOYMENT TESTING SERVICES INC | | | |
| 55152 | POST ACCIDENT DRUG AND ALCOHOL TEST | | 136.00 |
| 55247 | POST ACCIDENT DRUG AND ALCOHOL TESTING | | 68.00 |
| 55248 | POST ACCIDENT DRUG AND ALCOHOL TESTING | | 250.00 |
| 55301 | POST ACCIDENT & RANDOM DRUG/ALCOHOL TESTING | | 864.00 |
| VENDOR TOTAL: | | | 1,318.00 |
| 2013-PINKERTON CONSULTING & INVESTIGATION | | | |
| 55380 | NEW HIRE CANDIDATE BACKGROUND | | 188.15 |
| 55381 | NEW HIRE CANDIDATE BACKGROUND | | 330.90 |
| VENDOR TOTAL: | | | 519.05 |
| DIVISION TOTAL: | | | 3,410.05 |
| 21-SAFETY | | | |
| 1858-FIREMASTER DEPT 1019 | | | |
| 55300 | FIRE EXTINGUISHER CHECK | | 107.25 |
| VENDOR TOTAL: | | | 107.25 |
| DIVISION TOTAL: | | | 107.25 |
| DEPARTMENT TOTAL: | | | 3,517.30 |

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| | | | |
|-------------------------------------|-------|----------------------------------|-----------------|
| 25-FINANCE | | | |
| 26-CUSTOMER SERVICE | | | |
| 1381-CITY OF GILLETTE | | | |
| | 55167 | PETTY CASH REIMBURSEMENT 9/16/16 | 9.32 |
| | | VENDOR TOTAL: | 9.32 |
| 2400-WYOMING WATER SOLUTIONS | | | |
| | 55164 | HOT/COLD COOLER RENT & WATER | 62.00 |
| | | VENDOR TOTAL: | 62.00 |
| | | DIVISION TOTAL: | 71.32 |
| 27-PURCHASING | | | |
| 2222-VERIZON WIRELESS | | | |
| | 55255 | AVL AIR CARDS | 1,015.27 |
| | | VENDOR TOTAL: | 1,015.27 |
| | | DIVISION TOTAL: | 1,015.27 |
| | | DEPARTMENT TOTAL: | 1,086.59 |

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| | | | |
|--|-------|----------------------------------|-----------------|
| 30-ADMINISTRATIVE SERVICES | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 2349-TRUGREEN CHEMLAWN | | | |
| | 55249 | FERTILIZE 25 AMERICAN LANE | 126.50 |
| | | VENDOR TOTAL: | 126.50 |
| | | DIVISION TOTAL: | 126.50 |
| 31-CITY CLERK/PRINT SHOP | | | |
| 1381-CITY OF GILLETTE | | | |
| | 55167 | PETTY CASH REIMBURSEMENT 9/16/16 | 141.96 |
| | 55298 | PETTY CASH REIMBURSEMENT 9/23/16 | 108.00 |
| | | VENDOR TOTAL: | 249.96 |
| 2151-ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC | | | |
| | 55208 | FINAL MAINTENANCE CHARGE | 62.46 |
| | 55209 | PRINT SHOP KYOCERA COPIES MADE | 1,203.27 |
| | | VENDOR TOTAL: | 1,265.73 |
| | | DIVISION TOTAL: | 1,515.69 |
| 33-MAINT OF CITY BUILDINGS | | | |
| 1040-ALSCO | | | |
| | 55169 | RUG CLEANING | 60.81 |
| | 55170 | RUG CLEANING | 54.13 |
| | 55178 | RUG CLEANING | 60.81 |
| | | VENDOR TOTAL: | 175.75 |
| 1629-DISASTER RECOVERY INC | | | |
| | 55261 | CLEAN PRINT SHOP | 1,094.74 |
| | | VENDOR TOTAL: | 1,094.74 |
| 1910-OVERHEAD DOOR CO OF GILLETTE | | | |
| | 55132 | REPAIR SALLY PORT DOOR | 158.00 |
| | 55133 | REPAIR SALLY PORT DOOR | 225.00 |
| | | VENDOR TOTAL: | 383.00 |
| | | DIVISION TOTAL: | 1,653.49 |
| 34-INFORMATION TECHNOLOGY | | | |
| 2625-CHARTER MEDIA | | | |
| | 55134 | ISP MONTHLY INTERNET | 405.20 |
| | | VENDOR TOTAL: | 405.20 |
| | | DIVISION TOTAL: | 405.20 |

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| | | | |
|-----------------------------------|-------|-------------------------------------|------------------|
| 30-ADMINISTRATIVE SERVICES | | | |
| 35-GEOGRAPHIC INFO SYSTEMS | | | |
| 1906-FUGRO GEOSPATIAL, INC | | | |
| | 55173 | LIDAR DATA ACQUISITION & PROCESSING | 50,560.41 |
| | | VENDOR TOTAL: | 50,560.41 |
| | | DIVISION TOTAL: | 50,560.41 |
| | | DEPARTMENT TOTAL: | 54,261.29 |

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| 40-POLICE DEPARTMENT | | | |
|--------------------------------------|-------|----------------------------------|-----------------|
| 40-PD ADMINISTRATION | | | |
| 1071-APPLIED CONCEPTS | | | |
| | 55198 | TUNING FORK REPAIRS | 56.00 |
| | | VENDOR TOTAL: | 56.00 |
| 3245-ARMED SURVIVOR LLC | | | |
| | 55197 | DFC WORK | 495.00 |
| | | VENDOR TOTAL: | 495.00 |
| 1082-ARROW PRINTING AND GRAPHICS INC | | | |
| | 55194 | BUSINESS CARDS - RECORDS | 46.50 |
| | | VENDOR TOTAL: | 46.50 |
| 2594-BOMGAARS SUPPLY | | | |
| | 55304 | DILLARD ANIMAL CARE | 37.99 |
| | 55305 | DILLARD ANIMAL CARE | 37.99 |
| | 55306 | ROESNER ANIMAL CARE | 37.99 |
| | | VENDOR TOTAL: | 113.97 |
| 2452-CAMEL TOWING LLC | | | |
| | 55199 | TOW | 80.00 |
| | | VENDOR TOTAL: | 80.00 |
| 2483-CAMPBELL COUNTY SHERIFF | | | |
| | 55307 | AUGUST 2016 PRISONER CARE | 5,325.00 |
| | | VENDOR TOTAL: | 5,325.00 |
| 1368-CHILDREN'S HOME SOCIETY | | | |
| | 55171 | FORENSIC INTERVIEW | 125.00 |
| | 55172 | FORENSIC INTERVIEW | 125.00 |
| | | VENDOR TOTAL: | 250.00 |
| 1381-CITY OF GILLETTE | | | |
| | 55167 | PETTY CASH REIMBURSEMENT 9/16/16 | 27.88 |
| | | VENDOR TOTAL: | 27.88 |
| 1846-FARMER CO-OP | | | |
| | 55196 | WEINHARDT K9 ANIMAL CARE | 32.99 |
| | | VENDOR TOTAL: | 32.99 |
| 55555-MISC EMPLOYEE VENDOR | | | |
| | 55309 | FY16/17 BOOT ALLOWANCE | 38.44 |

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| 40-POLICE DEPARTMENT | | | |
|----------------------------|---------------------------------|----------------------|-----------------|
| 40-PD ADMINISTRATION | | | |
| 55555-MISC EMPLOYEE VENDOR | | | |
| 55310 | FY16/17 BOOT ALLOWANCE | | 100.00 |
| 55311 | FY16/17 BOOT ALLOWANCE | | 100.00 |
| 55312 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55313 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55314 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55315 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55316 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55317 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55318 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55319 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55320 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55321 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55322 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55323 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55324 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55325 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55326 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55327 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55328 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55329 | FY16/17 EQUIPMENT REIMBURSEMENT | | 200.00 |
| 55330 | FY16/17 EQUIPMENT REIMBURSEMENT | | 200.00 |
| 55331 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55332 | FY16/17 EQUIPMENT REIMBURSEMENT | | 200.00 |
| 55333 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55334 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| 55335 | FY16/17 EQUIPMENT REIMBURSEMENT | | 250.00 |
| | | VENDOR TOTAL: | 6,088.44 |
| 1472-NEVE'S UNIFORM INC | | | |
| 55252 | STEGMAN UNIFORMS | | 114.85 |
| | | VENDOR TOTAL: | 114.85 |

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| 40-POLICE DEPARTMENT | | | |
|---------------------------------------|-------|-------------------------|----------------------------------|
| 40-PD ADMINISTRATION | | | |
| 2126-REDROCK TOWING LLC | | | |
| | 55200 | TOW | 70.00 |
| | | | VENDOR TOTAL: 70.00 |
| 2974-SALTUS TECHNOLOGIES, LLC | | | |
| | 55302 | E-CITES | 25,000.00 |
| | | | VENDOR TOTAL: 25,000.00 |
| 2971-STATE OF WYOMING | | | |
| | 55193 | DFS BACKGROUND CHECKS | 10.00 |
| | | | VENDOR TOTAL: 10.00 |
| 2435-WYOMING STATE | | | |
| | 55192 | NOTARY - N HAYES | 30.00 |
| | | | VENDOR TOTAL: 30.00 |
| | | | DIVISION TOTAL: 37,740.63 |
| 43-SUBSTANCE ABUSE PREVENTION | | | |
| 1347-CAMPBELL COUNTY HIGH SCHOOL | | | |
| | 55230 | ADVERTISING - DFC GRANT | 500.00 |
| | | | VENDOR TOTAL: 500.00 |
| 1554-DEBRA SEMPLE | | | |
| | 55223 | ADVERTISING - DFC GRANT | 468.00 |
| | 55224 | ADVERTISING - DFC GRANT | 324.00 |
| | 55225 | ADVERTISING - DFC GRANT | 572.00 |
| | 55226 | ADVERTISING - DFC GRANT | 396.00 |
| | 55227 | ADVERTISING - DFC GRANT | 512.00 |
| | 55228 | ADVERTISING - DFC GRANT | 352.00 |
| | | | VENDOR TOTAL: 2,624.00 |
| 1145-LEGEND COMMUNICATIONS OF WYOMING | | | |
| | 55233 | ADVERTISING - DFC GRANT | 2,200.00 |
| | | | VENDOR TOTAL: 2,200.00 |
| 1482-NEWS RECORD | | | |
| | 55231 | ADVERTISING - DFC GRANT | 396.00 |
| | 55232 | ADVERTISING - DFC GRANT | 1,072.52 |

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| 40-POLICE DEPARTMENT | | | |
|-------------------------------------|-------|---|------------------------------------|
| 43-SUBSTANCE ABUSE PREVENTION | | | |
| | | | VENDOR TOTAL: 1,468.52 |
| 2000-PEREGRINE LEADERSHIP INSTITUTE | | | |
| | 55234 | DFC GRANT - LEADING WITH INFLUENCE WORKSHOP | 900.00 |
| | | | VENDOR TOTAL: 900.00 |
| 1801-SIGNBOSS LLC | | | |
| | 55235 | ADVERTISING - DFC GRANT | 520.00 |
| | | | VENDOR TOTAL: 520.00 |
| 2195-UNIVERSAL ATHLETIC SERVICE | | | |
| | 55236 | DFC GRANT | 235.00 |
| | | | VENDOR TOTAL: 235.00 |
| 2424-UNIVERSITY OF WYOMING | | | |
| | 55229 | WYSAC CONTRACT - DFC GRANT | 10,000.00 |
| | | | VENDOR TOTAL: 10,000.00 |
| | | | DIVISION TOTAL: 18,447.52 |
| 45-ANIMAL SHELTER | | | |
| 1040-ALSCO | | | |
| | 55163 | RUG CLEANING | 54.13 |
| | 55183 | UNIFORM CLEANING | 14.80 |
| | 55195 | RUG CLEANING | 14.80 |
| | 55303 | RUG CLEANING | 14.80 |
| | | | VENDOR TOTAL: 98.53 |
| 2163-ZOETIS INC | | | |
| | 55181 | VACCINATIONS | 42.00 |
| | 55182 | VACCINATIONS | 212.25 |
| | | | VENDOR TOTAL: 254.25 |
| | | | DIVISION TOTAL: 352.78 |
| | | | DEPARTMENT TOTAL: 56,540.93 |

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| | | | |
|---------------------------------|-------|--|------------------|
| 50-PUBLIC WORKS | | | |
| 50-PUBLIC WORKS ADMIN | | | |
| 1477-CROELL REDI MIX | | | |
| | 55159 | KADEN SIMPSON MEMORIAL BEND CONCRETE PAD | 190.00 |
| | | VENDOR TOTAL: | 190.00 |
| | | DIVISION TOTAL: | 190.00 |
| 51-PARKS | | | |
| 1040-ALSCO | | | |
| | 55162 | UNIFORM CLEANING | 38.20 |
| | 55175 | UNIFORM CLEANING | 38.20 |
| | | VENDOR TOTAL: | 76.40 |
| 1165-BIG D SANITATION | | | |
| | 55160 | PORTA TOILET | 2,827.50 |
| | | VENDOR TOTAL: | 2,827.50 |
| 2860-PIZZA CARRELLO | | | |
| | 55184 | PARKS BOARD MEETING | 110.00 |
| | | VENDOR TOTAL: | 110.00 |
| | | DIVISION TOTAL: | 3,013.90 |
| 53-FORESTRY | | | |
| 1040-ALSCO | | | |
| | 55161 | UNIFORM CLEANING | 7.60 |
| | 55176 | UNIFORM CLEANING | 7.60 |
| | | VENDOR TOTAL: | 15.20 |
| 2965-TIGERTREE, INC | | | |
| | 55177 | TREE TRIMMING FROM STORM ATLAS | 10,800.00 |
| | | VENDOR TOTAL: | 10,800.00 |
| | | DIVISION TOTAL: | 10,815.20 |
| 54-STREETS | | | |
| 1040-ALSCO | | | |
| | 55188 | UNIFORM CELANING | 71.40 |
| | 55293 | UNIFORM CLEANING | 71.40 |
| | | VENDOR TOTAL: | 142.80 |
| 2434-AMERICAN WELDING & GAS INC | | | |
| | 55189 | CYLINDER RENT | 24.45 |
| | | VENDOR TOTAL: | 24.45 |

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| 50-PUBLIC WORKS | | | |
|--------------------------------------|-------|--|------------------|
| 54-STREETS | | | |
| 1165-BIG D SANITATION | | | |
| | 55190 | PORTA TOILET | 100.00 |
| | | VENDOR TOTAL: | 100.00 |
| 1616-EJ COLLINS, PE | | | |
| | 55295 | CRACK SEALING | 781.25 |
| | | VENDOR TOTAL: | 781.25 |
| 1290-MID WEST PEST MANAGEMENT | | | |
| | 55296 | WEED SPRAYING | 440.00 |
| | | VENDOR TOTAL: | 440.00 |
| 1897-ONE CALL OF WYOMING COPR | | | |
| | 55396 | ONE-CALL OF WYOMING | 79.00 |
| | | VENDOR TOTAL: | 79.00 |
| 2035-POWDER RIVER ENERGY CORPORATION | | | |
| | 55291 | ELECTRIC - SIGN LIGHTING 14/16 | 35.13 |
| | 55292 | ELECTRIC - WELCOME TO GILLETTE SIGN HWY 59 | 39.47 |
| | | VENDOR TOTAL: | 74.60 |
| 2120-RAZOR CITY RENTAL | | | |
| | 55289 | 4J DRAINAGE MAINTENANCE EQUIPMENT RENTAL | 50.00 |
| | | VENDOR TOTAL: | 50.00 |
| 1802-SIMON CONTRACTORS | | | |
| | 55191 | ASPHALT FOR HOG EYE ROAD REPAIR | 230.40 |
| | 55294 | 3/4" GRAVEL FOR CONCRETE REPAIRS | 2,153.75 |
| | 55308 | MATERAIL FOR STREET REPAIR - CRESSETT ST | 26.95 |
| | | VENDOR TOTAL: | 2,411.10 |
| 3032-WALKER INSPECTION | | | |
| | 55290 | DEWATERING WELL CLEANOUT | 300.00 |
| | | VENDOR TOTAL: | 300.00 |
| | | DIVISION TOTAL: | 4,403.20 |
| | | DEPARTMENT TOTAL: | 18,422.30 |

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| | | | |
|--|-------|--|-------------------|
| 60-ENGINEERING & DEV SERVICES | | | |
| 62-TRAFFIC SAFETY | | | |
| 1616-EJ COLLINS, PE | | | |
| | 55211 | PAINT RAILROD SYMBOLS | 221.20 |
| | | VENDOR TOTAL: | 221.20 |
| 3042-O'REILLY AUTO PARTS | | | |
| | 55459 | BACK UP BATT BURMA/6TH SIGNAL | 697.72 |
| | | VENDOR TOTAL: | 697.72 |
| | | DIVISION TOTAL: | 918.92 |
| 63-PLANNING | | | |
| 1663-LAND SURVEYING INCORPORATED | | | |
| | 55186 | LAND SURVEYING | 551.95 |
| | | VENDOR TOTAL: | 551.95 |
| | | DIVISION TOTAL: | 551.95 |
| 64-CODE COMPLIANCE | | | |
| 1908-DALE HELSPER | | | |
| | 55164 | MOWING & WEEDEATING AT 3511 FOOTHILLS BLVD | 100.00 |
| | 55165 | MOWING & WEEDEATING AT 3901 TORY LANE | 85.00 |
| | | VENDOR TOTAL: | 185.00 |
| | | DIVISION TOTAL: | 185.00 |
| | | DEPARTMENT TOTAL: | 1,655.87 |
| | | FUND TOTAL: | 236,206.48 |

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| | Invoice Number | Invoice Description | Amount |
|-----------------------------------|----------------|-------------------------------------|-----------------|
| 201-1% FUND | | | |
| 10-ADMINISTRATION | | | |
| 05-1% OPTIONAL SALES TAX | | | |
| 1179-BKS ENVIRONMENTAL ASSOCIATES | | | |
| | 55222 | WETLAND CONSULTATION | 2,552.77 |
| | | VENDOR TOTAL: | 2,552.77 |
| 1616-EJ COLLINS, PE | | | |
| | 55201 | STREET STRIPING | 352.00 |
| | 55211 | PAINT RAILROAD SYMBOLS | 940.00 |
| | | VENDOR TOTAL: | 1,292.00 |
| 1958-PCA ENGINEERING INC | | | |
| | 55221 | MATERIALS TESTING FOR WARRANTY WORK | 486.20 |
| | | VENDOR TOTAL: | 486.20 |
| 2193-STRATA INC | | | |
| | 55412 | PMS 2016 SCHEDULE C TESTING | 4,894.00 |
| | | VENDOR TOTAL: | 4,894.00 |
| | | DIVISION TOTAL: | 9,224.97 |
| | | DEPARTMENT TOTAL: | 9,224.97 |
| | | FUND TOTAL: | 9,224.97 |

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| | Invoice Number | Invoice Description | Amount |
|--|----------------|--------------------------------|-------------------|
| 301-MADISON WATERLINE | | | |
| 70-UTILITIES | | | |
| 72-MADISON WATER LINE | | | |
| 1184-BLACK HAWK CRANE AND RIGGING INC | | | |
| | 55215 | LOAD AND SET TRANSFORMER | 693.70 |
| | | VENDOR TOTAL: | 693.70 |
| 1228-BURNS AND MCDONNELL CORPORATION | | | |
| | 55410 | GILLETTE MADISON PIPELINE PROJ | 14,224.95 |
| | 55411 | GILLETTE MADISON PIPELINE PROJ | 330,256.52 |
| | | VENDOR TOTAL: | 344,481.47 |
| 2941-COMMUNITY BANK | | | |
| | 55415 | RETAINAGE - GILLETTE REGIONAL | 13,898.40 |
| | | VENDOR TOTAL: | 13,898.40 |
| 1559-DOWL LLC | | | |
| | 55413 | REGIONAL WATER-PH1 DISTRICT EX | 34,717.00 |
| | | VENDOR TOTAL: | 34,717.00 |
| 1684-DRM INC | | | |
| | 55138 | PINE RIDGE FIBER CONTRACT #7 | 320.00 |
| | | VENDOR TOTAL: | 320.00 |
| 1852-FEDERAL EXPRESS CORPORATION | | | |
| | 55260 | MISC SHIPPING | 99.25 |
| | | VENDOR TOTAL: | 99.25 |
| 1862-FIRST INTERSTATE BANK OF GILLETTE | | | |
| | 55400 | RETAINAGE - GILLETTE MADISON P | 65,295.60 |
| | 55408 | RETAINAGE FOR PINE RIDGE TANK | 77,658.66 |
| | 55414 | RETAINAGE - GILLETTE MADISON P | 57,516.56 |
| | 55416 | RETAINAGE - GILLETTE MADISON P | 59.31 |
| | | VENDOR TOTAL: | 200,530.13 |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | | |
| | 55402 | MADISON PIPELINE CONTRACT 4E R | 278,218.86 |
| | | VENDOR TOTAL: | 278,218.86 |

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| | Invoice Number | Invoice Description | Amount |
|------------------------------|---|--------------------------------|---------------------|
| 301-MADISON WATERLINE | | | |
| 70-UTILITIES | | | |
| 72-MADISON WATER LINE | | | |
| | 1921-GARNEY WYOMING INC | | |
| | 55401 | MADISON PIPELINE CONTRACT 4E C | 2,503,969.72 |
| | | VENDOR TOTAL: | 2,503,969.72 |
| | 1683-LAYNE CHRISTENSEN COMPANY | | |
| | 55399 | GILLETTE MADISON PIPELINE 2A | 587,660.40 |
| | | VENDOR TOTAL: | 587,660.40 |
| | 2841-RECORD STEEL AND CONSTRUCTION, INC | | |
| | 55403 | GILLETTE MADISON PIPELINE PROJ | 362,648.99 |
| | | VENDOR TOTAL: | 362,648.99 |
| | 2067-SOURCEGAS | | |
| | 55146 | NATURAL GAS - 200 ROCK RD | 139.49 |
| | | VENDOR TOTAL: | 139.49 |
| | | DIVISION TOTAL: | 4,327,377.41 |
| | | DEPARTMENT TOTAL: | 4,327,377.41 |
| | | FUND TOTAL: | 4,327,377.41 |

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| | Invoice Number | Invoice Description | Amount |
|--|----------------|--------------------------------|------------------|
| 501-UTILITIES ADMINISTRATION FUND | | | |
| 70-UTILITIES | | | |
| 70-UTILITIES ADMINISTRATION | | | |
| 2222-VERIZON WIRELESS | | | |
| | 55255 | AVL AIR CARDS | 375.51 |
| | | VENDOR TOTAL: | 375.51 |
| | | DIVISION TOTAL: | 375.51 |
| 71-ELECTRICAL ENGINEERING | | | |
| 1684-DRM INC | | | |
| | 55421 | ANNUAL TRENCHING AND BORING AG | 5,351.50 |
| | 55422 | ANNUAL TRENCHING AND BORING AG | 1,461.28 |
| | 55423 | ANNUAL TRENCHING AND BORING AG | 1,900.00 |
| | | VENDOR TOTAL: | 8,712.78 |
| 2071-PROELECTRIC INC | | | |
| | 55417 | ELECTRICIAN MAINTENANCE SERVIC | 9,145.21 |
| | 55418 | ELECTRICIAN MAINTENANCE SERVIC | 11,518.95 |
| | 55420 | ELECTRICIAN MAINTENANCE SERVIC | 6,789.17 |
| | | VENDOR TOTAL: | 27,453.33 |
| 1748-THAT EMBROIDERY PLACE | | | |
| | 55136 | EMBROIDER ON SHIRTS | 60.00 |
| | | VENDOR TOTAL: | 60.00 |
| | | DIVISION TOTAL: | 36,226.11 |
| | | DEPARTMENT TOTAL: | 36,601.62 |
| | | FUND TOTAL: | 36,601.62 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------------|------------------|
| 502-SOLID WASTE FUND | | | |
| 50-PUBLIC WORKS | | | |
| 55-SOLID WASTE | | | |
| 1040-ALSCO | | | |
| | 55155 | UNIFORM CLEANING | 23.20 |
| | 55156 | UNIFORM CLEANING | 23.20 |
| | 55157 | UNIFORM CLEANING | 23.20 |
| | 55158 | UNIFORM CLEANING | 23.20 |
| | 55174 | UNIFORM CLEANING | 23.20 |
| | | VENDOR TOTAL: | 116.00 |
| 1082-ARROW PRINTING AND GRAPHICS INC | | | |
| | 55258 | BUSINESS CARDS - T TYRELL | 90.00 |
| | | VENDOR TOTAL: | 90.00 |
| 2480-CAMPBELL COUNTY ENGINEERS | | | |
| | 55153 | AUGUST 2016 STREETS LANDFILL CHARGES | 10.50 |
| | 55154 | AUGUST 2016 LANDFILL CHARGES | 80,292.90 |
| | | VENDOR TOTAL: | 80,303.40 |
| 2909-INBERG MILLER ENGINEERS | | | |
| | 55168 | SOLID WASTE OPERATIONS STUDY | 4,641.71 |
| | | VENDOR TOTAL: | 4,641.71 |
| | | DIVISION TOTAL: | 85,151.11 |
| | | DEPARTMENT TOTAL: | 85,151.11 |
| | | FUND TOTAL: | 85,151.11 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------|------------------|
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 1040-ALSCO | | | |
| | 55262 | UNIFORM CLEANING | 56.20 |
| | 55263 | UNIFORM CLEANING | 56.20 |
| | | VENDOR TOTAL: | 112.40 |
| 1182-BLACK CAT CONSTRUCTION LLC | | | |
| | 55259 | REPLACE CONCRETE 1200 DUCKHEAD | 2,786.00 |
| | | VENDOR TOTAL: | 2,786.00 |
| 1684-DRM INC | | | |
| | 55277 | VALVE LEAK - ALMON | 2,760.00 |
| | 55278 | HYDROVAC | 20,738.27 |
| | 55279 | CUT ASPHALT AND REMOVE | 13,786.08 |
| | 55280 | VALVE LEAK AT BROBY | 34,268.74 |
| | 55281 | JACKHAMMER ASPHALT | 2,010.03 |
| | 55282 | BROKEN VALVE | 5,060.00 |
| | | VENDOR TOTAL: | 78,623.12 |
| 1792-ENERGY LABORATORIES INC | | | |
| | 55283 | TESTING | 20.00 |
| | 55287 | HPC COUNTS | 360.00 |
| | | VENDOR TOTAL: | 380.00 |
| 1589-HOT IRON | | | |
| | 55284 | HWY 14/16 WATER LEAK | 7,599.50 |
| | | VENDOR TOTAL: | 7,599.50 |
| 2596-MINING ELECTRICAL SERVICES LLC | | | |
| | 55286 | PINE RIDGE TANK | 1,275.00 |
| | | VENDOR TOTAL: | 1,275.00 |
| 1897-ONE CALL OF WYOMING COPR | | | |
| | 55396 | ONE-CALL OF WYOMING | 79.00 |
| | | VENDOR TOTAL: | 79.00 |
| 2035-POWDER RIVER ENERGY CORPORATION | | | |
| | 55265 | ELECTRIC - COOK ROAD | 34.17 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|---|------------------|
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 2035-POWDER RIVER ENERGY CORPORATION | | | |
| | 55267 | ELECTRIC - BOOSTER STATION REDHILLS SUBDIVISION | 225.82 |
| | 55268 | ELECTRIC - AVISD | 39.70 |
| | 55269 | ELECTRIC - SOUTHFORK | 34.90 |
| | 55270 | ELECTRIC - RAFTER D | 41.55 |
| | 55271 | ELECTRIC - OVERBROOK | 36.25 |
| | 55272 | ELECTRIC - BENNOR ESTATES | 36.82 |
| | 55273 | ELECTRIC - MADISON REHAB CPS #4 | 31.21 |
| | 55274 | ELECTRIC - CPS #3 | 31.60 |
| | 55275 | ELECTRIC - CPS #2 | 30.80 |
| | 55276 | ELECTRIC - CPS #1 | 31.93 |
| | | VENDOR TOTAL: | 574.75 |
| 2118-RAZOR CITY LOCKSMITH LLC | | | |
| | 55288 | PINE RIDGE GATE | 184.45 |
| | | VENDOR TOTAL: | 184.45 |
| 2864-TRAFFIC SAFETY SERVICES INC | | | |
| | 55285 | HWY 59 & 6TH | 2,254.50 |
| | | VENDOR TOTAL: | 2,254.50 |
| | | DIVISION TOTAL: | 93,868.72 |
| | | DEPARTMENT TOTAL: | 93,868.72 |
| | | FUND TOTAL: | 93,868.72 |

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| | Invoice Number | Invoice Description | Amount |
|---------------------------------|----------------|----------------------------|---------------|
| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 3321-BYRD, LANCE & KERRY | | | |
| | 55387 | UB 5688 3706 FORCE RD | 219.12 |
| | | VENDOR TOTAL: | 219.12 |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| | 55102 | UE 17070 95 SIERRA | 257.17 |
| | 55103 | UE 27608 1101 DESERT HILLS | 20.77 |
| | 55104 | UE 35156 705 EXPRESS | 137.06 |
| | 55105 | UE 13322 913 HEMLOCK | 67.31 |
| | 55106 | UE 18244 1024 CHURCH | 111.89 |
| | 55107 | UE 18450 610 BUTLER SPAETH | 310.21 |
| | 55108 | UE 10744 1605 ECHETA | 94.84 |
| | 55109 | UE 2956 402 PRAIRIEVIEW | 161.61 |
| | 55110 | UE 19488 904 9TH | 22.17 |
| | 55111 | UE 35540 1042 COUNTRY CLUB | 85.23 |
| | 55112 | UE 15116 61 CONSTITUTION | 165.67 |
| | 55113 | UE 15974 4401 UNIVERSITY | 75.60 |
| | 55114 | UE 20110 900 CAMEL | 338.54 |
| | 55115 | UE 17896 1016 ELON | 98.47 |
| | 55125 | UE 38692 1200 MUSCOVY | 56.60 |
| | 55126 | UE 18102 907 STANLEY | 130.21 |
| | 55127 | UE 26048 416 MEADOW ROSE | 108.37 |
| | 55128 | UE 8610 1209 TURKEY TRACK | 559.75 |
| | 55129 | UE 17956 800 STANLEY | 110.02 |
| | 55130 | UE 5040 103 WALNUT | 169.77 |
| | 55237 | UE 19350 818 5TH | 68.47 |
| | 55238 | UE 15138 65 CONSTITUTION | 28.75 |
| | 55239 | UE 21508 107 TONK | 82.90 |
| | 55240 | UE 9532 532 OREGON | 185.43 |
| | 55241 | UE 18722 1034 9TH | 71.53 |
| | 55242 | UE 35384 715 EXPRESS | 184.33 |

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|---------------------------------|----------------|----------------------------|-----------------|
| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| | 55243 | UE 20272 920 E-Z | 25.91 |
| | 55360 | UE 27368 1001 DESERT HILLS | 26.17 |
| | 55361 | UE 27376 1001 DESERT HILLS | 30.79 |
| | 55362 | UE 44164 8 STAFFORD | 171.92 |
| | 55363 | UE 22020 4500 DOUD | 109.65 |
| | | VENDOR TOTAL: | 4,067.11 |
| | | DIVISION TOTAL: | 4,286.23 |
| | | DEPARTMENT TOTAL: | 4,286.23 |

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| | Invoice Number | Invoice Description | Amount |
|---------------------------------|----------------|------------------------------------|------------------|
| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| 1447-ANIXTER POWER SOLUTIONS | | | |
| | 55140 | 750 CONNECTORS | 687.93 |
| | | VENDOR TOTAL: | 687.93 |
| 2879-AVP CONSULTING LLC | | | |
| | 55147 | CHOICE GAS COORDINATION | 77.94 |
| | | VENDOR TOTAL: | 77.94 |
| 1397-COLLINS COMMUNICATIONS INC | | | |
| | 55141 | BLACK HILLS AND CITY RADIO HOOKUPS | 1,639.92 |
| | | VENDOR TOTAL: | 1,639.92 |
| 1684-DRM INC | | | |
| | 55390 | ANNUAL TRENCHING AND BORING AG | 1,895.06 |
| | 55391 | ANNUAL TRENCHING AND BORING AG | 1,505.00 |
| | 55392 | ANNUAL TRENCHING AND BORING AG | 980.00 |
| | 55393 | ANNUAL TRENCHING AND BORING AG | 80.00 |
| | 55394 | ANNUAL TRENCHING AND BORING AG | 14,495.50 |
| | | VENDOR TOTAL: | 18,955.56 |
| 2963-ESC ENGINEERING, INC | | | |
| | 55142 | ARC FLASH STUDY | 3,920.00 |
| | | VENDOR TOTAL: | 3,920.00 |
| 1264-MCM GENERAL CONTRACTORS | | | |
| | 55382 | ANNUAL TRENCHING AND BORING AG | 384.17 |
| | 55383 | ANNUAL TRENCHING AND BORING AG | 22,531.50 |
| | 55388 | ANNUAL ELECTRICAL SERVICE DROP | 3,156.72 |
| | 55389 | ANNUAL TRENCHING AND BORING AG | 3,302.54 |
| | | VENDOR TOTAL: | 29,374.93 |
| 1897-ONE CALL OF WYOMING COPR | | | |
| | 55396 | ONE-CALL OF WYOMING | 79.50 |
| | | VENDOR TOTAL: | 79.50 |

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| | Invoice Number | Invoice Description | Amount |
|------------------------------|----------------|--------------------------------|------------------|
| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| 2071-PROELECTRIC INC | | | |
| | 55385 | ELECTRICIAN MAINTENANCE SERVIC | 4,380.48 |
| | 55386 | ELECTRICIAN MAINTENANCE SERVIC | 5,268.68 |
| | | VENDOR TOTAL: | 9,649.16 |
| 2061-SOLOMON ELECTRIC SUPPLY | | | |
| | 55395 | SUBSTATION MAINTENANCE AND OIL | 220.00 |
| | | VENDOR TOTAL: | 220.00 |
| 2289-WESCO DISTRIBUTION INC | | | |
| | 55466 | HUSKIE BATTERY POWERED CRIMPER | 2,964.00 |
| | | VENDOR TOTAL: | 2,964.00 |
| | | DIVISION TOTAL: | 67,568.94 |
| | | DEPARTMENT TOTAL: | 67,568.94 |
| | | FUND TOTAL: | 71,855.17 |

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| | Invoice Number | Invoice Description | Amount |
|---------------------------------|----------------|-------------------------------------|------------------|
| 505-SEWER FUND | | | |
| 70-UTILITIES | | | |
| 75-SEWER | | | |
| 1040-ALSCO | | | |
| | 55204 | UNIFORM CLEANING | 102.24 |
| | 55205 | UNIFORM CLEANING | 102.24 |
| | | VENDOR TOTAL: | 204.48 |
| 1165-BIG D SANITATION | | | |
| | 55202 | PORTA TOILET | 100.00 |
| | | VENDOR TOTAL: | 100.00 |
| 1182-BLACK CAT CONSTRUCTION LLC | | | |
| | 55148 | SEWER INSTALL STREET REPAIR | 2,274.03 |
| | 55149 | REPLACE SEWER SERVICE | 9,552.10 |
| | 55150 | MANHOLE REPAIR | 1,000.00 |
| | 55151 | REPAIR WATER LEAK/CHLORINE BUILDING | 6,031.93 |
| | | VENDOR TOTAL: | 18,858.06 |
| 1897-ONE CALL OF WYOMING COPR | | | |
| | 55396 | ONE-CALL OF WYOMING | 79.00 |
| | | VENDOR TOTAL: | 79.00 |
| 1958-PCA ENGINEERING INC | | | |
| | 55206 | MISC TESTING 806 FAIRWAY | 275.00 |
| | 55207 | MISC TESTING 4701 TONG SEWER | 404.35 |
| | | VENDOR TOTAL: | 679.35 |
| 1613-US GEOLOGICAL SURVEY | | | |
| | 55203 | STREAM FLOW MONITOR STATION | 18,380.00 |
| | | VENDOR TOTAL: | 18,380.00 |
| 2289-WESCO DISTRIBUTION INC | | | |
| | 55135 | HEATER | 186.66 |
| | | VENDOR TOTAL: | 186.66 |
| | | DIVISION TOTAL: | 38,487.55 |
| | | DEPARTMENT TOTAL: | 38,487.55 |
| | | FUND TOTAL: | 38,487.55 |

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| | Invoice Number | Invoice Description | Amount |
|------------------------------------|------------------------------------|-----------------------------------|---------------|
| 601-CITY WEST FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 39-CITY WEST BUILDING MAINT | | | |
| | 1077-ARCHITECTURAL SPECIALTIES LLC | | |
| | 55179 | CORES FOR UTILITIES | 97.22 |
| | | VENDOR TOTAL: | 97.22 |
| | 1910-OVERHEAD DOOR CO OF GILLETTE | | |
| | 55244 | REPAIR HEATED STORAGE GARAGE DOOR | 605.00 |
| | | VENDOR TOTAL: | 605.00 |
| | | DIVISION TOTAL: | 702.22 |
| | | DEPARTMENT TOTAL: | 702.22 |
| | | FUND TOTAL: | 702.22 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------|-------------------|
| 603-WAREHOUSE FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1447-ANIXTER POWER SOLUTIONS | | | |
| | 55426 | ELECTRICAL INVENTORY | 6,885.68 |
| | 55427 | ELECTRICAL INVENTORY | 655.83 |
| | 55428 | ELECTRICAL INVENTORY | 4,625.20 |
| | 55429 | ELECTRICAL INVENTORY | 80.00 |
| | 55430 | ELECTRICAL INVENTORY | 2,193.37 |
| | 55431 | ELECTRICAL INVENTORY | 113.41 |
| | 55432 | ELECTRICAL INVENTORY ** PER MI | 2,225.28 |
| | | VENDOR TOTAL: | 16,778.77 |
| 1197-BORDER STATES ELECTRIC | | | |
| | 55433 | ELECTRICAL INVENTORY ** RUSH | 13,365.00 |
| | | VENDOR TOTAL: | 13,365.00 |
| 1519-CRUM ELECTRIC SUPPLY COMPANY | | | |
| | 55441 | ELECTRICAL INVENTORY ** 3 PHAS | 15,750.00 |
| | 55442 | ELECTRICAL INVENTORY ** 3 PHAS | 15,750.00 |
| | 55444 | ELECTRICAL INVENTORY ** 3 PHAS | 48,575.00 |
| | 55445 | ELECTRICAL INVENTORY ** SINGLE | 69,900.00 |
| | | VENDOR TOTAL: | 149,975.00 |
| 1574-DANA KEPNER COMPANY INC | | | |
| | 55446 | WATER'S INVENTORY | 351.70 |
| | | VENDOR TOTAL: | 351.70 |
| 1834-FAIRMONT SUPPLY COMPANY | | | |
| | 55448 | WATER'S INVENTORY | 397.20 |
| | 55449 | SAFETY INVENTORY | 102.48 |
| | 55450 | SAFETY INVENTORY | 288.56 |
| | | VENDOR TOTAL: | 788.24 |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | | |
| | 55434 | PARK'S INVENTORY | 1,560.24 |
| | 55435 | PARK'S INVENTORY | 211.12 |
| | 55436 | WATER'S INVENTORY | 91.40 |

Expenditure Approval Report
Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------|-----------------|
| 603-WAREHOUSE FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | | |
| | 55437 | WATER'S INVENTORY | 23.70 |
| | 55438 | WATER'S INVENTORY | 2.40 |
| | 55439 | PARK'S INVENTORY | 19.18 |
| | 55440 | WATER'S INVENTORY | 952.24 |
| | | VENDOR TOTAL: | 2,860.28 |
| 1943-GILLETTE STEEL CENTER | | | |
| | 55451 | ELECTRICAL INVENTORY ** SPECIA | 1,000.00 |
| | | VENDOR TOTAL: | 1,000.00 |
| 1598-KRIZ-DAVIS COMPANY | | | |
| | 55453 | ELECTRICAL INVENTORY | 95.00 |
| | | VENDOR TOTAL: | 95.00 |
| 1479-NEWMAN SIGNS INC | | | |
| | 55454 | SIGN INVENTORY | 442.00 |
| | | VENDOR TOTAL: | 442.00 |
| 1511-NORCO INC | | | |
| | 55458 | PARK'S INVENTORY | 320.54 |
| | | VENDOR TOTAL: | 320.54 |
| 2175-TWO M COMPANY INC | | | |
| | 55460 | PARK'S INVENTORY | 24.60 |
| | | VENDOR TOTAL: | 24.60 |
| 2731-WATERWORKS INDUSTRIES | | | |
| | 55461 | WATER'S INVENTORY | 5,812.28 |
| | 55462 | WATER'S INVENTORY | 351.50 |
| | 55463 | WATER'S INVENTORY | 398.20 |
| | | VENDOR TOTAL: | 6,561.98 |
| 2289-WESCO DISTRIBUTION INC | | | |
| | 55464 | ELECTRICAL INVENTORY | 70.00 |
| | 55465 | ELECTRICAL INVENTORY | 3,074.76 |
| | 55467 | WATER'S INVENTORY | 195.84 |

Expenditure Approval Report
Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|-----------------------------|----------------|--------------------------|-------------------|
| 603-WAREHOUSE FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2289-WESCO DISTRIBUTION INC | | | |
| | 55468 | ELECTRICAL INVENTORY | 159.75 |
| | 55469 | ELECTRICAL INVENTORY | 400.00 |
| | 55470 | ELECTRICAL INVENTORY | 433.00 |
| | 55471 | ELECTRICAL INVENTORY | 108.00 |
| | 55472 | ELECTRICAL INVENTORY | 4,800.00 |
| | | VENDOR TOTAL: | 9,241.35 |
| | | DIVISION TOTAL: | 201,804.46 |
| | | DEPARTMENT TOTAL: | 201,804.46 |

Expenditure Approval Report
Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|-----------------------------------|----------------|--------------------------|-------------------|
| 603-WAREHOUSE FUND | | | |
| 25-FINANCE | | | |
| 28-WAREHOUSE FUND | | | |
| 1040-ALSCO | | | |
| | 55256 | RUG CLEANING | 25.63 |
| | 55257 | RUG CLEANING | 25.63 |
| | | VENDOR TOTAL: | 51.26 |
| 2263-WASTE CONNECTIONS OF WYOMING | | | |
| | 55254 | WARLOW YARD DUMPSTER | 411.15 |
| | | VENDOR TOTAL: | 411.15 |
| | | DIVISION TOTAL: | 462.41 |
| | | DEPARTMENT TOTAL: | 462.41 |
| | | FUND TOTAL: | 202,266.87 |

Expenditure Approval Report
Check Approval Date of 10/04/2016



| | Invoice Number | Invoice Description | Amount |
|-------------------------------------|----------------|-------------------------------------|---------------------|
| 604-VEHICLE MAINTENANCE FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 36-VEHICLE MAINTENANCE | | | |
| 1040-ALSCO | | | |
| | 55145 | UNIFORM CLEANING | 44.13 |
| | 55218 | UNIFORM CLEANING | 44.13 |
| | | VENDOR TOTAL: | 88.26 |
| 1525-CUMMINS ROCKY MOUNTAIN INC | | | |
| | 55217 | REPAIR EXHAUST LEAK | 769.08 |
| | | VENDOR TOTAL: | 769.08 |
| 1563-KIMBALL EQUIPMENT COMPANY | | | |
| | 55143 | HYDRAULIC OIL FILTER | 557.94 |
| | 55219 | PARTS | 3,339.45 |
| | | VENDOR TOTAL: | 3,897.39 |
| 2197-LADONNA HATCH | | | |
| | 55144 | REPAIR SEAT BACK | 40.00 |
| | | VENDOR TOTAL: | 40.00 |
| 55555-MISC EMPLOYEE VENDOR | | | |
| | 55336 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | 55337 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | 55338 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | 55339 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | 55340 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | 55341 | FY16/17 1ST QTR EQUIPMENT ALLOWANCE | 300.00 |
| | | VENDOR TOTAL: | 1,800.00 |
| 2074-SOUTHWESTERN EQUIPMENT COMPANY | | | |
| | 55216 | PARTS | 251.54 |
| | | VENDOR TOTAL: | 251.54 |
| | | DIVISION TOTAL: | 6,846.27 |
| | | DEPARTMENT TOTAL: | 6,846.27 |
| | | FUND TOTAL: | 6,846.27 |
| | | GRAND TOTAL: | 5,108,588.39 |

Expenditure Approval Report
Check Approval Date of 09/15/2016



| | Invoice Number | Invoice Description | Amount |
|-----------------------------------|----------------|--|------------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2570-CITY OF GILLETTE-HEALTH PLAN | | | |
| | 55116 | REIMBURSE GREATWEST CONTR - TERMINIATED EMPLOYEE | 37,729.80 |
| | | VENDOR TOTAL: | 37,729.80 |
| | | DIVISION TOTAL: | 37,729.80 |
| | | DEPARTMENT TOTAL: | 37,729.80 |
| | | FUND TOTAL: | 37,729.80 |
| | | GRAND TOTAL: | 37,729.80 |

Expenditure Approval Report
Check Approval Date of 09/21/2016



| | Invoice Number | Invoice Description | Amount |
|-----------------------------------|----------------|--------------------------|--------------|
| 701-HEALTH INSURANCE FUND | | | |
| 20-HUMAN RESOURCES | | | |
| 22-HEALTH INSURANCE | | | |
| 2580-IRS - DEPARTMENT OF TREASURY | | | |
| | 55131 | PENTALTY FEES - FORM 720 | 60.67 |
| | | VENDOR TOTAL: | 60.67 |
| | | DIVISION TOTAL: | 60.67 |
| | | DEPARTMENT TOTAL: | 60.67 |
| | | FUND TOTAL: | 60.67 |
| | | GRAND TOTAL: | 60.67 |

Expenditure Approval Report
Check Approval Date of 09/26/2016



| | Invoice Number | Invoice Description | Amount |
|------------------|----------------|---|-------------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2595-WYOSTAR | | | |
| | 55373 | RECEIPT FROM CROOK COUNTY TREASURER | 2,000.00 |
| | 55374 | RECEIPT FROM OSHOTO FIRE ZONE/FY17 FUNDING CC | 262,401.00 |
| | | VENDOR TOTAL: | 264,401.00 |
| | | DIVISION TOTAL: | 264,401.00 |
| | | DEPARTMENT TOTAL: | 264,401.00 |

Expenditure Approval Report
Check Approval Date of 09/26/2016



| | Invoice Number | Invoice Description | Amount |
|--|----------------|--------------------------|-------------------|
| 001-GENERAL FUND | | | |
| 25-FINANCE | | | |
| 25-FINANCE | | | |
| 2586-TOTAL ADMINISTRATION SERVICES CORP. | | | |
| | 55372 | SEPT 2016 ADMIN FEES | 531.36 |
| | | VENDOR TOTAL: | 531.36 |
| | | DIVISION TOTAL: | 531.36 |
| | | DEPARTMENT TOTAL: | 531.36 |
| | | FUND TOTAL: | 264,932.36 |

Expenditure Approval Report
Check Approval Date of 09/26/2016



| | Invoice Number | Invoice Description | Amount |
|------------------------------|------------------------|--------------------------------|-------------------|
| 301-MADISON WATERLINE | | | |
| 70-UTILITIES | | | |
| 72-MADISON WATER LINE | | | |
| | 2938-ACTION DIRECT LLC | | |
| | 55371 | GILLETTE REGIONAL WATER SUPPLY | 87,985.60 |
| | | VENDOR TOTAL: | 87,985.60 |
| | 2838-COP WYOMING LLC | | |
| | 55369 | GILLETTE MADISON PIPELINE #7 | 1,126.94 |
| | 55375 | PINE RIDGE TANK CONSTRUCTION - | 698,927.91 |
| | | VENDOR TOTAL: | 700,054.85 |
| | | DIVISION TOTAL: | 788,040.45 |
| | | DEPARTMENT TOTAL: | 788,040.45 |
| | | FUND TOTAL: | 788,040.45 |

Expenditure Approval Report
Check Approval Date of 09/26/2016

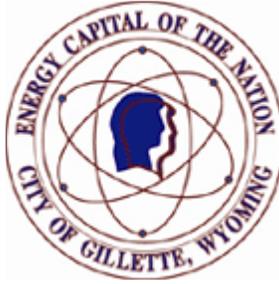


| | Invoice Number | Invoice Description | Amount |
|--------------------------------|----------------|------------------------------------|-------------------|
| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| 2493-BLACK HILLS POWER & LIGHT | | | |
| | 55364 | SEPT 2016 WGYEN 33 CAPITAL AND O&M | 285,721.00 |
| | 55365 | AUGUST 2016 TRANSMISSION | 213,072.50 |
| | | VENDOR TOTAL: | 498,793.50 |
| 2697-BLACK HILLS WYOMING LLC | | | |
| | 55366 | SEPT 2016 CTII O&M | 112,158.00 |
| | 55367 | OCT 2016 CTII GROUND LEASE | 3,395.00 |
| | | VENDOR TOTAL: | 115,553.00 |
| | | DIVISION TOTAL: | 614,346.50 |
| | | DEPARTMENT TOTAL: | 614,346.50 |
| | | FUND TOTAL: | 614,346.50 |

Expenditure Approval Report
Check Approval Date of 09/26/2016



| | Invoice Number | Invoice Description | Amount |
|--|----------------|--------------------------|---------------------|
| 701-HEALTH INSURANCE FUND | | | |
| 20-HUMAN RESOURCES | | | |
| 22-HEALTH INSURANCE | | | |
| 2557-BLUE CROSS BLUE SHIELD OF WYOMING | | | |
| | 55376 | WEEKLY CLAIMS LISTING | 70,195.52 |
| | 55377 | WEEKLY CLAIMS LISTING | 250,164.12 |
| | | VENDOR TOTAL: | 320,359.64 |
| 2555-EXPRESS SCRIPTS INC | | | |
| | 55378 | PRESCRIPTION DRUG COSTS | 14,264.04 |
| | 55379 | PRESCRIPTION DRUG COSTS | 25,653.92 |
| | | VENDOR TOTAL: | 39,917.96 |
| | | DIVISION TOTAL: | 360,277.60 |
| | | DEPARTMENT TOTAL: | 360,277.60 |
| | | FUND TOTAL: | 360,277.60 |
| | | GRAND TOTAL: | 2,027,596.91 |



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Recognition of a Certificate and Award of Financial Reporting Achievement to the City of Gillette.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

[CAFR AWARD](#)



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

July 20, 2016

The Honorable Louise Carter-King
Mayor
City of Gillette
PO Box 3003
Gillette WY 82717-3003

Dear Mayor Carter-King:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

Tom Pitlick
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier". The signature is written in dark ink and is positioned above the printed name of the signatory.

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

07/20/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Gillette** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Division, City of Gillette

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Photo Contest Winners - Sponsored by the Parks and Beautification Board

BACKGROUND:

Recognition of the Winners of the City Parks Photo Contest

1st Place awarded \$50 Gold Bucks

2nd Place awarded \$25 Gold Bucks

General

1st Place - Janie Kuntz

2nd Place - Lynn Gauthier

Nature & Wildlife

1st Place - Janie Kuntz

2nd Place - Dave Hutton

Pets

1st Place - Marianne Knutson

2nd Place - Garrett Rogers

Sports

1st Place - Carolin Hardesty

2nd Place - Carolin Hardesty

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

PHOTOS

Geno Palazzari, Communications Manager

ATTACHMENTS:

Click to download

- [General First Place](#)
- [General 2nd Place](#)
- [Nature First Place](#)
- [Nature Second Place](#)
- [Pets First Place](#)
- [Pets Second Place](#)
- [Sports First Place](#)
- [Sports Second Place](#)









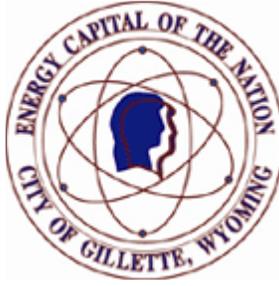


SPECIAL THANKS TO ROTARIANS
LARRY SUCHOR AND MICHAEL VON FLATERN









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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

A Proclamation Designating October 4, 2016 as *Flip McConnaughey Day*.

BACKGROUND:

Flip McConnaughey was Gillette's first City Administrator. He worked in Gillette from September of 1976 to July of 1981. After that he was the City Manager in Laramie for 10 years and then Senator Enzi's Chief of Staff, up until his death on September 24 of this year. During his tenure with Gillette, he helped manage the explosive growth due to energy development that included 37 annexations in that 5 year period. He also helped complete the first City Administrator Charter Ordinance in Wyoming and was instrumental in all phases of the first Madison water project which began during his tenure and brought a dependable supply of water to Gillette on June 1, 1981. October 4, 2016 is significant since it is the 40th anniversary of the Council meeting at which Flip first delivered the invocation at the start of the meeting.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a Proclamation Designating October 4, 2016 as Flip McConnaughey Day.

STAFF REFERENCE:

PHOTO

Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

[Flip Proclamation](#)

**PROCLAMATION DESIGNATING OCTOBER 4, 2016 AS
FLIP McCONNAUGHEY DAY**

WHEREAS, Flip McConnaughey, passed away on September 21, 2016. Flip was the first Gillette Administrator and served us from August 9, 1976 to July 20, 1981;

WHEREAS, Flip's first meeting as the City Administrator was 9-20-1976, and he presented the invocation on 10-4-1976, 40 years ago today;

WHEREAS, during Flip's term of office, the City grew by 37 annexations as it showed itself to be the leader in accommodating growth from the expansion of the Wyoming energy industries. His accomplishments are too numerous to list in detail, but include leading Gillette in the financing and construction of the first Madison Water project, along with then Mayor and now Senator Enzi;

NOW THEREFORE, on behalf of the City of Gillette we jointly recognize Flip McConnaughey as an outstanding citizen of Wyoming and groundbreaking Gillette City Administrator for his many services to our community, do hereby proclaim today, **October 4, 2016** as:

FLIP McCONNAUGHEY DAY

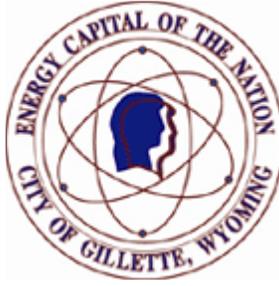
and we call upon all the citizens of Wyoming to take inspiration from the example of public service that is honored.

PASSED, APPROVED AND ADOPTED October 4, 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: 10/4/2016 7:00:00 PM

SUBJECT:

For the Good of the Community Video

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

VIDEO

Geno Palazzari, Communications Manager

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: 10/4/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the 2015 Water Main Replacement Project, Installed by Powder River Construction, Inc., in the Amount of \$1,475,773.30 (1% Project).

BACKGROUND:

This project consisted of installing 2760 LF of 8" PVC water main within Rose Creek Drive from Foxhill Avenue to Rodeo Street and 517 LF of 6" PVC water main within Morningside Drive from Prairieview Drive to Circle Drive.

ACTUAL COST VS. BUDGET:

There were five (5) change orders associated with this project that decreased the contract by \$402,013.05, from the original contract amount of \$1,877,786.35.

| Change Order | Description | Contract Days Added | Force Account Amount | Contract Amount |
|--------------|--|---------------------|----------------------|-----------------|
| 1 | Weather Days | 7 | \$0.00 | \$0.00 |
| 2 | Weather Days | 3 | \$0.00 | \$0.00 |
| 3 | Video of Sanitary Sewer Service and Edge Drain Perforated Pipe | 3 | \$0.00 | \$2,038.05 |
| 4 | Additional Asphalt Patch at Cabin and Harder | 1 | \$0.00 | \$7,507.50 |
| 5 | Final Quantity Adjustment | 0 | \$0.00 | -\$411,558.60 |
| | Total | 14 | \$0.00 | -\$402,013.05 |

SUGGESTED MOTION:

I Move for Approval of the Acceptance of Public Improvements for the 2015 Water Main Replacement Project, Installed by Powder River Construction, Inc., in the Amount of \$1,475,773.30 (1% Project).

STAFF REFERENCE:

MAP/VIDEO

Kendall Glover, Utilities Director

ATTACHMENTS:

Click to download

[Affidavit on Behalf of Contractor](#)

[Warranty Agreement](#)

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: September 6, 2016

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and PRC, Inc. the Contractor, dated April 25, 2016.

For the 2015 Water Main Replacement
Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

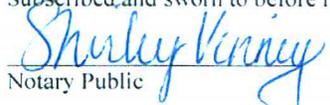
This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

PRC, Inc.
Contractor
4001 E Collins RD.
Address
Gillette
City
Wyoming
State
82718
Zip Code

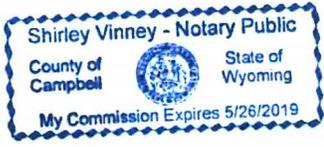
September 6, 2016
Date


Signed by
R. JOHNSON
Title

Subscribed and sworn to before me this 13 day of September 2016.


Notary Public

My Commission Expires: 5/26/2019



WARRANTY

(Contractor)

PRC, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **2015 Water Main Replacement** 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.

CONTRACTOR 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 the 2015 Water Main Replacement.

DATED this 13TH day of September, 2016.

PRC, Inc.
CONTRACTOR

[Signature]
SIGNATURE (TITLE) PROJECTS

STATE OF WYOMING }
 }
 } SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by James V Lundquist.
this 13 day of September, 2016

Witness my hand and official seal



[Signature]
Notary Public

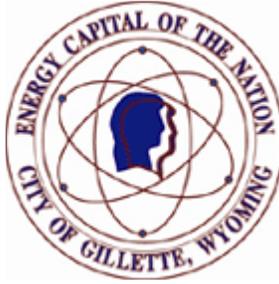
My commission Expires: 5/26/2019

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the School Zone Crossings Phase II Project, Installed by Powder River Construction, Inc., in the Amount of \$164,775.72 (1% Project and a Wyoming Department of Transportation, Transportation Alternative Grant).

BACKGROUND:

The School Zone Crossings Phase II Project (15EN27) is part of the Safe Routes to School plan and added traffic calming devices (neckdowns) and Rectangular Rapid Flashing Beacons at three schools in Gillette: Sage Valley Junior High, Paintbrush Elementary, and Prairie Wind Elementary. The project also added Rectangular Rapid Flashing Beacons on Warlow Drive at the Bicentennial Park pedestrian crossing and at the intersection of Kluver Road and Gurley Avenue. This project started construction on June 27, 2016, and was completed within the contract time allotted.

ACTUAL COST VS. BUDGET:

Powder River Construction, Inc. was Awarded the Contract in the amount of \$167,290.10. There was one change order on the project to adjust final quantities, which resulted in a net decrease of \$2,514.38 to the contract. The final contract amount was \$164,775.72. The maximum Grant Funds available for the project were \$133,840.00, and were fully expended in the Project. The City matching funds of \$30,935.72 for this work was paid from the 1% Optional Sales Tax - Street Enhancements Account.

SUGGESTED MOTION:

I move for Approval of the Acceptance of Public Improvements for the School Zone Crossings Phase II Project, Installed by Powder River Construction, Inc., in the Amount of \$164,775.72 (1% Project and a Wyoming Department of Transportation, Transportation Alternative Grant).

STAFF REFERENCE:

VIDEO

Dustin Hamilton P.E., Development Services Director

ATTACHMENTS:

Click to download

- [Final Completion](#)
- [Affidavit on Behalf of Contractor](#)
- [Warranty](#)

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: School Zone Crossings – Phase II

Project No.: 15EN27 CD15005

Date of Contract: 5/26/2016

Owner: City of Gillette

Contractor: Powder River Construction, Inc.

Engineer: City

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

 The following specified portions:

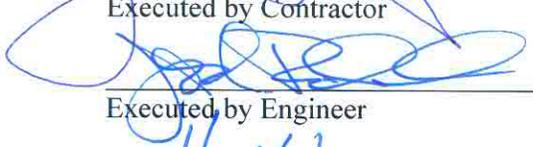
9/9/2016
Date of Final Completion

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

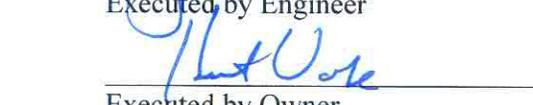
The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.



Executed by Contractor



Executed by Engineer



Executed by Owner

9/13/16
Date

9/12/16
Date

9/13/16
Date

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 9/14/16

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Powder River construction, Inc. the Contractor, dated May 26, 2016.

For the School Zone Crossings – Phase II Project.

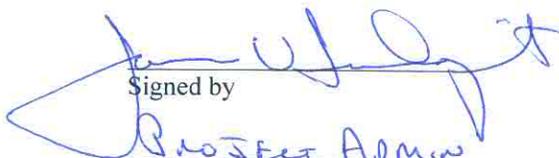
And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

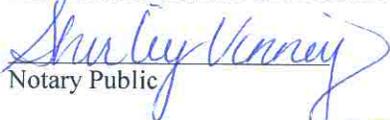
This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Powder River Construction, Inc.
Po Box 2020
Gillette, WY 82717

9/14/16
Date


Signed by
Project Admin
Title

Subscribed and sworn to before me this 14 day of September, 2016


Notary Public

My Commission Expires: 05.26.2019



WARRANTY

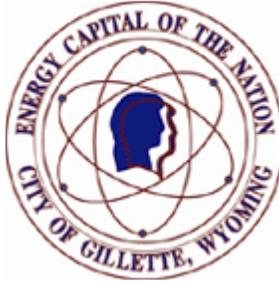
(Contractor)

Powder River Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the School Zone Crossings – Phase II Project, 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
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CITY OF GILLETTE

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DATE: 10/4/2016 7:00:00 PM

SUBJECT:

A Public Hearing to Consider the Transfer of Location of a Winery Permit, the Application for a Winery Satellite Permit as Requested by Big Lost Meadery, LLC, Contingent Upon Obtaining the Necessary Federal Permit, and Setting a \$100 Fee for the Winery Satellite Permit.

BACKGROUND:

Big Lost Meadery, LLC, is requesting the transfer of the Winery Permit from its current location of 106 S. Gillette Avenue to 601 S. Douglas Hwy (the old Prairiefire Building).

W.S. 12-4-412(b)(vii) allows the permit holder to transfer the location of the winery permit upon approval of the Local Licensing Authority.

They are also requesting a Winery Satellite Permit. W.S. 12-4-412(d) states that the Licensing Authority may issue a Winery Satellite Permit to the holder of a Winery Permit for up to three (3) satellite locations, allowing for the manufactured product to be sold for on-premises and off-premises consumption at the satellite location.

The Licensing Authority may require the payment of an additional fee not to exceed \$100 regardless of the number of satellite locations. Because this is the first of its kind in Gillette, Council will need to determine this fee.

The satellite permit shall be subject to the terms and conditions of W.S. 12-4-106 regarding the term of the license or permit; the schedule of operating hours provided in W.S. 12-5-101; and the dispensing room provisions of W.S. 12-5-201

Big Lost Meadery, LLC, is required to submit paperwork to the Alcohol/Tobacco Tax & Trade Bureau. This has been done and therefore, the transfer of location, and the satellite permit are being requested contingent upon receiving the necessary documents from the Alcohol/Tobacco Tax & Trade Bureau.

Pizza Carrello is also moving into this building and will be requesting a Bar & Grill liquor license. Both entities can hold a liquor license/permit in the same building. However, they must operate independently of each other. Each entity will report their own respective business transactions to the appropriate agencies for taxing, renewal, etc., purposes. Pizza Carrello can purchase wine (mead) from Big Lost Meadery for on-premises consumption only.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:**Click to download**

- [Application to Transfer Location](#)
- [Letter of Good Standing](#)
- [Lease Agreement](#)
- [Manufacturing Room Diagram](#)
- [Public Hearing Notice](#)
- [Public Hearing Notice - Satellite](#)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 9 18 116

| | | |
|------------------------------|-------------------|---------------------|
| | Annual Fee | Prorated Fee |
| Basic Fee: | \$ _____ | \$ _____ |
| Add'l Dispensing Room Fee: | \$ _____ | \$ _____ |
| Transfer Fee: | \$ <u>100.-</u> | \$ _____ |
| Total License Fee Collected: | \$ _____ | \$ _____ |
| Publishing Fee Collected: | \$ <u>40.-</u> | \$ _____ |

Publishing Direct Billed:

Advertising Dates (2 wks): 9-14 & 9/21/2016

Hearing Date: 10 4 116

LICENSE TERM: 10, 4, 2016
Month Day Year

Through: 3, 31, 2017
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Formerly Held by: N/A

Applicant: BIG LOST MEADERY LLC

Trade Name (dba): BIG LOST MEADERY

Premise Address: 601 S. DOUGLAS HWY
Number & Street

GILLETTE, WY 82716 USA
City State Zip County

Mailing Address: 106 S. GILLETTE AVE
Number & Street or P.O. Box

GILLETTE, WY 82716 USA
City State Zip

Business Telephone Number: (307) 660-3999

Fax Number: ()

E-Mail Address: scl.keman@biglostmeadery.com

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

| | | |
|--|--|---|
| <p>FILING FOR</p> <p><input type="checkbox"/> NEW <input checked="" type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>GILLETTE</u> <input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> | <p style="text-align: center;">TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input checked="" type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> | <p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>SPORADIC</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>SPORADIC</u></p> |
|--|--|---|

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

NO DISPENSING ROOM

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: 50' x 29'6" ROOM IN NORTH 1/3 OF BUILDING & 12'6 1/2" x 29'3 1/2" ROOM ATTACHED

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

~~601 S. DOUGLAS HWY, GILLETTE WY 82716~~

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

SUBDIVISION-1276, LOT 2, HOUSE 601 - ADDRESS 601 S. DOUGLAS HWY GILLETTE, WY 82716

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the building in which sales room is located? YES (own)

(2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires 9/15/2017 located on page 1 paragraph 7.1 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page 2 paragraph 5.2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: BIG Lost MEADERY IS A MANUFACTURER.
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: SATELLITE WINERY IN GILLETTE, WY
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | | | Have you been Convicted of a Felony Violation? | | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? | |
|-----------------------|---------------|---|------------------------|---|-----------------------------|------------------------------|--|------------------------------|--|--|
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |

(If more information is required, list on a separate piece of paper and attach to this application.)

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | No. of Years in Corp or LLC | % of Stock Held | Have you been Convicted of a Felony Violation? | | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? | |
|-----------------------------------|---------------|---|------------------------|-----------------------------|-----------------|--|--|--|--|
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| AMUEL ROBERT CLIKEMAN | 10/11/86 | 2707 BIG LOST DR GILLETTE, WY 82718 | 307-660-3199 | 3 | 90 | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| ROBERT HEWITT | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| ROBERT CHRISTOPHER HEWITT-GAFFNEY | 10/12/85 | 4806 LUMBER DR GILLETTE, WY 82718 | 307-680-7344 | 8mo. | 10 | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

COUNTY OF Campbell SS.

Before Me, Jerrica A. Johnson, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Campbell County, State of Wyoming, personally appeared

Samuel Clikeman name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



- 1. [Signature]
- 2. _____
- 3. _____
- 4. _____

My Commission expires: 06/16/2018

Witness my hand and official seal:

Jerrica A. Johnson
(Notary Public or other officer authorized to administer oaths)

Title Admin Asst II

Dated: 9/8/2016

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

| FOR LIQUOR DIVISION USE ONLY | | |
|------------------------------|----------|------|
| Reviewer | Initials | Date |
| Agent: | | |
| Chief: | | |
| Acct.: | | |



P O Box 3002 • Gillette, WY 82717 • (307) 686-3300 • www.fnbjillette.com

Downtown - 319 S Gillette Ave • RC Ranch - 520 Running W Dr • Highway 59 - 2400 S Douglas Hwy

September 7, 2016

RE: Big Lost Meadery, LLC

To Whom It May Concern:

Big Lost Meadery, LLC has a checking account with First National Bank. The checking account was opened on January 28, 2014 & carries an average balance in the high 4 range. The checking account has been handled as agreed without any incident of overdrafts.

All relationships with Big Lost Meadery, LLC have been excellent.

If you have any questions please do not hesitate to call 686-3307.

Sincerely,

A handwritten signature in black ink that reads 'John D. Cosner'. The signature is written in a cursive style with a large, prominent 'J' and 'C'.

John Cosner

Vice President

JDC/lb

LEASE AGREEMENT

THIS AGREEMENT is entered into on this date by and between PIZZA CARELLOS, LLC, a Wyoming limited liability company ("Lessor") and BIG LOST MEADERY LLC, a Wyoming limited liability company ("Lessee").

RECITALS

- A. The Lessor is the owner of the property at 601 South Douglas Highway located in Gillette, WY as described in Exhibit "A" attached hereto. Leased property only includes the "Brew House" of the building at 601 S. Douglas Highway.
- B. The building not covered by the Brew House will remain in exclusive control of the Lessor.
- C. The Lessor desires to lease property mentioned above to Lessee and the parties do wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants as contained herein, the parties agree as follows:

I

LEASE PREMISES

1.1 The Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned to be made, kept and performed by the Lessee, does hereby lease and let unto the Lessee those certain real properties and improvements as commonly described on Exhibit "A" attached hereto, including the buildings and related improvements on said real property in accordance with the provisions of this lease agreement as provided hereinafter with all of the rights, privileges, easements and appurtenances thereto. All of the properties described on Exhibit "A" shall hereafter collectively be referred to as the "Premises" or "Properties".

II

TERM

2.1 The term of this lease shall commence on the 15th day of September, 2016 and terminate on the 15th day of September, 2017 ("Primary Term").

2.2 The Lessee shall have the exclusive option, but not the obligation, to renew this lease for an additional period of one (1) year commencing at the expiration of the term on this lease ("Renewal Term"). In the event the Lessee should elect to exercise its option to renew this lease for an additional one (1) year period, the Lessee shall notify the Lessor, in writing, of its intent at least one-hundred fifty (150) days prior to the expiration of the Primary Term of this lease.

III

LEASE PAYMENTS

3.1 Upon commencement of this lease agreement, and on the 1st day of each month thereafter until the first anniversary date of this lease, the Lessee shall pay to the Lessor the total sum of \$2,000.00 ("Monthly Rent") plus an additional \$300.00 ("Flat Utility Rent"). The Flat Utility Rent will be reevaluated each six months to ensure the amount is still valid and verbally agreed upon by both parties.

3.2 If this lease is renewed as provided in paragraph 2.2 above,, the Monthly Rent during the renewal term shall continue as set forth above unless the parties otherwise agree, in writing.

3.3 All rent and other charges payable to Lessor shall be paid to Lessor at the address specified in Article XII hereof, or such other place or places as Lessor may from time to time designate in writing.

3.4 In the event Lessee requests construction of permanent improvements to the Property and Lessor agrees to pay the costs associated with such construction, then the parties agree that the monthly rental payment shall be adjusted upward in an amount to be agreed upon by the parties based upon the costs of such improvements.

IV

UTILITIES AND TAXES

4.1 Lessor agrees to pay all utilities for the premises and any associated real estate taxes Lessor shall pay when due during the period for which rent is due hereunder: (i) all charges for utilities incurred at the Premises; and (ii) al real estate taxes imposed on the premises and the annual assessments due under any general or special assessments.

4.2 All personal property taxes assessed shall be paid by Lessor or Lessee respectively of whom the taxes were levied against. Lessor or Lessee shall not be held liable for the sales or personal property taxes of the other party.

4.3 Except as otherwise provided herein, nothing herein shall be deemed or construed to require Lessee to pay or discharge any tax which may be levied upon the income, profits or business of Lessor nor any personal property, franchise, inheritance or estate taxes which may be levied against Lessor (nor any tax of the same nature as any tax heretofore mentioned in this sentence), even though such taxes may become a lien against the Premises. If any lien is placed upon the Premises as result of the foregoing, the Lessor shall promptly discharge said lien provided the Lessor shall have the right to contest the same in good faith in accordance with established procedures.

V

USE OF PREMISES

5.1 Lessee shall use the Premises for any legally permissible business or commercial venture; but Lessee shall not use the Premises in such a manner as to violate any applicable law, rule, ordinance or regulation.

5.2 Lessor is aware that Lessee will be using the Premises for the manufacture and sale of alcoholic beverages, specifically wine and mead.

5.3 The Lessee covenants that it will not use nor permit the use of any portion of the leased Premises for any illegal or unlawful use. The Lessee covenants that at the expiration of this lease it shall

surrender to the Lessor the Premises leased hereunder in good order and condition, ordinary wear, loss by fire or storm and depreciation accepted.

VI

INSURANCE AND LIABILITES FOR DAMAGES

6.1 Lessee shall keep and maintain policies of fire and extended coverage insurance in an amount equal to the replacement cost of improvements on the Premises, (excluding excavation, footing and foundation costs) and shall pay the premiums thereon. The Lessee shall further procure and maintain public liability and property damage insurance with minimum policy limits of not less than \$1,000,000 for injury or death to any one person, \$1,000,000 for injury or death in one accident, and \$1,000,000 for damage or injury to property in which policy the Lessor shall be designated as insured parties. Evidence of such insurance shall be provided to the Lessor by the Lessee upon demand.

6.2 Lessee may bring its insurance obligations within the coverage of any so-called blanket policy or policies of insurance now or hereafter carried, by appropriate amendment, endorsement, or otherwise, provided Lessor's interests are as fully protected thereby as if Lessee obtained individual policies of insurance.

6.3 Said policies of insurance shall: (i) name Lessor and the Property Owner, as one of the insureds thereunder; (ii) be maintained at Lessee's sole cost and expense; and (iii) contain a clause or endorsement to the effect that the policy may not be terminated or materially amended except after ten (10) days written notice thereof to Lessor.

6.4 In the event Lessee defaults in the payment of any premiums required in order to maintain insurance coverage which it is obligated hereunder to maintain, then Lessor shall have the right to make any payment or payments required to cure such default and any monies expended by Lessor for that purpose shall be repaid to Lessor with interest at ten percent (10%) per annum on demand.

VII

MAINTENANCE AND REPAIRS

7.1 Any alterations to the structural integrity of the building, including installation of equipment which may affect the structural integrity of the building, shall require the approval of Lessor, which approval shall not be unreasonably withheld. Any cost of such alterations shall be the responsibility of the Lessor.

VIII

ASSIGNMENT

8.1 Except as otherwise provided herein, the Lessee may not assign this lease or any part thereof without prior consent of the Lessor. Lessee may not sublet the Premises or any part thereof without prior consent of the Lessor, which consent shall not be unreasonably withheld.

8.2 The Lessee shall have the right to assign this lease, in whole or in part (i) as collateral for a loan for the purchase and installation of equipment and furnishings within the Premises; (ii) to any entity controlling, controlled by, or under common control with the Lessee or (iii) as collateral in the

future for the financing of any renovations, including the purchase of additional or new fixtures, signs or equipment:

IX

TITLE AND INDEMNIFICATION

9.1 The Property Owner covenants that it has full and complete title to the Premises and that the Lessor has complete authority to make this lease and warrants to the Lessee that as long as it shall pay its rent and perform its covenants as contained herein, it shall and may at all times during the term of this lease peacefully and quietly have and enjoy the leased Premises.

9.2 The Lessee agrees to indemnify, defend and hold the Lessor harmless from any claim, demand, judgment or liability arising out of directly or indirectly, the use and occupation of the Premises by the Lessee except for such liabilities arising out of the negligence (whether omission or commission) by the Lessor, or its agents, employees, representatives or assigns.

X

DAMAGE TO PREMISES

10.1 If the Premises shall be damaged by fire or other casualty as a result of Lessee's negligence, the Lessee shall use its best efforts to timely repair or replace said improvements to their condition immediately preceding the happening of such casualty. In the event Lessor is a named payee on any insurance proceeds, Lessor shall pay-over said insurance proceeds to Lessee for use in making such repairs, restoration or rebuilding. Should the cost of reconstruction, repair or restoration exceed the insurance proceeds, the parties shall negotiate as to the party responsible for such excess costs. If the insurance proceeds exceed the cost of such reconstruction, restoration or rebuilding, such excess shall be retained by the Lessee.

XI

PERSONAL PROPERTY AND PERMANENT FIXTURES

11.1 With the execution of this lease agreement, the parties understand and acknowledge that the building located on the property being leased hereunder contain no personal property belonging to the Lessor. Accordingly, any repairs to existing permanent fixtures or other personal property within the Premises shall be the responsibility of Lessee.

11.2 The parties further contemplate that during the term of this lease, the Lessee may place on the Premises certain furniture, fixtures or equipment ("F,F, & E"). Regardless of the method in which the Lessee's F,F, & E are affixed to the Premises, any replacements or upgrades to the F,F, & E shall be and remain the personal property of the Lessee and may be removed by the Lessee at the expiration or sooner termination of this lease. The Lessee shall, at its expense, repair and damage to the building caused by such removal.

11.3 Notwithstanding the foregoing, any leasehold improvements constructed by Lessee which are permanently affixed to the Premises shall become the property of the Lessor at the termination of this lease agreement and Lessor shall not be required to compensate the Lessee for said improvements.

11.4 The fixtures and personal property provided for the Premises by Lessee may (initially or by way of refurbishment) be encumbered by mortgages, deeds of trust or purchase money liens, and such encumbrances shall not constitute a violation of this lien. Any party who owns or holds a lease, mortgage, deed of trust or purchase money lien on the fixtures and personalty shall have the right to remove the fixtures and personalty covered thereby in the event the Lessee defaults. The Lessor agrees to evidence said consent by executing such form of consent as may be deemed necessary or required by such equipment lessor or owner or holder of the encumbrance.

XII

NOTICES

12.1 All notices, demands or other writings in this lease provided to be given or made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully give, made or sent when made in writing and deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

LESSEE:

Big Lost Meadery LLC
c/o Registered Agent
106 S. Gillette Avenue
Gillette, WY 82716

LESSOR:

Pizza Carellos LLC
c/o Registered Agent
601 S. Douglas Highway
Gillette, WY 82716

The addresses to which the notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above described.

XIII

DEFAULT

13.1 If Lessee shall vacate the Premises or abandon the same during the life of this lease or any extension or renewal thereof, or in the event Lessee defaults in the payment of the rents due hereunder, or defaults in any of the covenants herein contained to be kept, observed and performed by it, and if such default or defaults shall continue for a period of thirty (30) days following written notice to Lessee specifying such default, Lessor may, at its option, terminate this lease, enter into said Premises, remove Lessee's property and relet the same for the account of the Lessee, for such reasonable rent and upon such reasonable terms as shall be satisfactory to the Lessor, without such reentry and reletting working a forfeiture of the rents to be paid and the covenants to be performed by Lessee during the full term of this lease; and for the purpose of such reletting, the Lessor is authorized to make any repairs to the leased Premises that may be necessary or convenient, and if a sum sufficient shall not be realized monthly from such reletting after payment of all the costs and expenses of the repairs and removal of

Lessee's personal property, Lessee shall and will satisfy and pay such deficiency each month without further demand.

13.2 In the event of any breach hereof by Lessor, Lessee shall have the right, ten (10) days after Lessor's receipt of written notice specifying the breach, to take whatever action and expend such sums as may be necessary to cure the default and deduct the cost thereof from the next accruing rental payment or other payments due Lessor hereunder; or at Lessee's option, Lessee may declare the term ended, and no less than five (5) days after Lessor's receipt of written notice thereof, quit the Premises and have no further obligations to Lessor under this lease.

13.3 The remedies herein recited shall not be exclusive of any other rights or remedies that either the Lessor or the Lessee may have in law or in equity.

XIV

PURCHASE OF PREMISES

14.1 In the event the building is put up for sale, Lessee does not retain the right to purchase the property from the Lessor or Property Owner.

XV

MISCELLANEOUS

15.1 Should the parties come into disagreement with regard to any term or provision of this lease agreement or as to which party is responsible for performing any maintenance or repairs of any other obligation under this agreement, such disputed matters shall be submitted to arbitration in accordance with the Uniform Arbitration Act as enacted by the State of Wyoming. The costs and expenses of the prevailing party, including reasonable attorney's fees and cost of arbitration, shall be paid by the losing party.

15.2 It is further agreed that this lease and the covenants and agreements as contained herein shall be binding upon and inure to the benefits of each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

15.3 Time and each of the terms, covenants and conditions of this lease agreement are hereby declared to be the essence of this agreement, and the acceptance by the Lessor of any rental payments due hereunder after the same are due shall not constitute a waiver by it of this or any other provision of this lease agreement.

15.4 The Lessee and the Lessor agree they shall execute any and all documents and instruments as may be necessary to carry out the full intent and purpose of this agreement.

15.5 Whenever by this lease, consent or approval of a party is required prior to any act, such party shall respond promptly to any request therefore from the other party and consent or approval shall in no case be unreasonably withheld.

15.6 If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the

application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

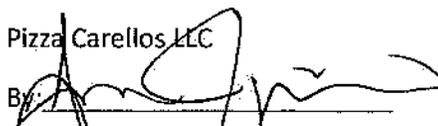
15.7 No waivers, alterations or modifications of this lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Lessor and Lessee.

15.8 This agreement and all matters related thereto shall be construed and interpreted according to the laws of the state of Wyoming.

DATED this 8th day of September 2016.

LESSOR:

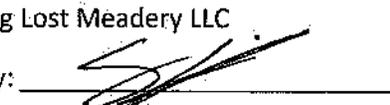
Pizza Carellos LLC

By: 

Ariane Jimmeson, Member/Manager
Agent of Pizza Carellos LLC

LESSEE:

Big Lost Meadery LLC

By: 

Sam Clikeman, Member/Manager of
Big Lost Meadery LLC

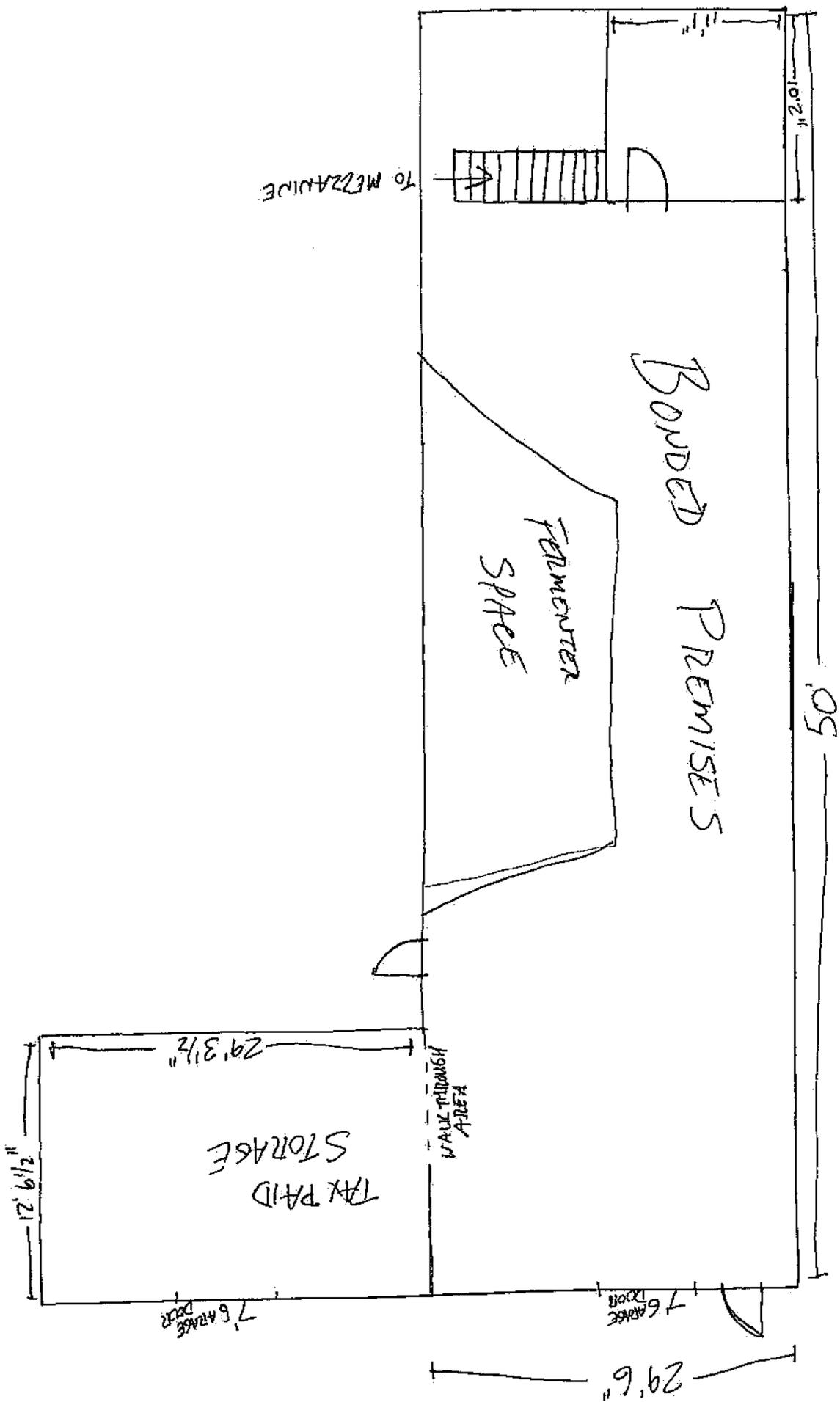
EXHIBIT "A" TO LEASE AGREEMENT

Real property and improvements described as follows:

601 South Douglas Highway located in Campbell County, WY.

Brew House is described as the northern most portion of the building. This area to include the attached wing on the east side of the building that serves as the walkway to the Cooler Room. Lease Agreement does not include the Kitchen, Dining Area, Bar Space, Cooler Room, or other associated areas on Property. Lease does include usage of the bathrooms located in Southwest corner of building.

"NOT TO SCALE"



NOTICE OF APPLICATION FOR
THE TRANSFER OF LOCATION OF A WINERY PERMIT

Notice is hereby given that on the 9th day of September 2016, Big Lost Meadery, LLC, filed an application to transfer the location of a Winery Permit in the office of the City Clerk of the City of Gillette to the following described place 601 S. Douglas Hwy, and protests if any there be against the approval of such transfer will be heard at the hour of 7:00 p.m., October 4, 2016, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming.

Dated this 9th day of September 2016

Karlene Abelseth, City Clerk

Publish: September 14, 2016
 September 21, 2016

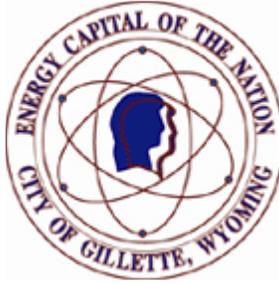
NOTICE OF APPLICATION FOR
A WINERY SATELLITE PERMIT

Notice is hereby given that on the 9th day of September 2016, Big Lost Meadery, LLC, filed an application for a Winery Satellite Permit in the office of the City Clerk of the City of Gillette for the following described place 106 S. Gillette Avenue, and protests if any there be against the approval of such a permit will be heard at the hour of 7:00 p.m., October 4, 2016, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming.

Dated this 9th day of September 2016

Karlene Abelseth, City Clerk

Publish: September 14, 2016
 September 21, 2016



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Transfer of Location of a Winery Permit from 106 S. Gillette Avenue to 601 S. Douglas Hwy, Requested by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Contingent Upon Obtaining the Necessary Federal Permit.

BACKGROUND:

Big Lost Meadery, LLC, is requesting the transfer of the Winery Permit from its current location of 106 S. Gillette Avenue to 601 S. Douglas Hwy (the old Prairiefire Building).

W.S. 12-4-412(b)(vii) allows the permit holder to transfer the location of the winery permit upon approval of the Local Licensing Authority.

They are also requesting a Winery Satellite Permit. W.S. 12-4-412(d) states that the Licensing Authority may issue a Winery Satellite Permit to the holder of a Winery Permit for up to three (3) satellite locations, allowing for the manufactured product to be sold for on-premises and off-premises consumption at the satellite location.

The Licensing Authority may require the payment of an additional fee not to exceed \$100 regardless of the number of satellite locations. Because this is the first of its kind in Gillette, Council will need to determine this fee.

The satellite permit shall be subject to the terms and conditions of W.S. 12-4-106 regarding the term of the license or permit; the schedule of operating hours provided in W.S. 12-5-101; and the dispensing room provisions of W.S. 12-5-201

Big Lost Meadery, LLC, is required to submit paperwork to the Alcohol/Tobacco Tax & Trade Bureau. This has been done and therefore, the transfer of location, and the satellite permit are being requested contingent upon receiving the necessary documents from the Alcohol/Tobacco Tax & Trade Bureau.

Pizza Carrello is also moving into this building and will be requesting a Bar & Grill liquor license. Both entities can hold a liquor license/permit in the same building. However, they must operate independently of each other. Each entity will report their own respective business transactions to the appropriate agencies for taxing, renewal, etc., purposes. Pizza Carrello can purchase wine (mead) from Big Lost Meadery for on-premises consumption only.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval for the Transfer of Location of a Winery Permit from 106 S. Gillette Avenue to 601 S. Douglas Hwy, Requested by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Contingent Upon Obtaining the

Necessary Federal Permit.

STAFF REFERENCE:

Pamela L. Boger, Administrative Services 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: 10/4/2016 7:00:00 PM

SUBJECT:

Council Consideration of a Winery Satellite Permit Requested by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Located at 106 S. Gillette Avenue, Contingent Upon the Transfer of Location of the Winery Permit for Big Lost Meadery, LLC, to 601 S. Douglas Hwy, and Setting the Winery Satellite Permit Fee at \$100 .

BACKGROUND:

Big Lost Meadery, LLC, is requesting the transfer of the Winery Permit from its current location of 106 S. Gillette Avenue to 601 S. Douglas Hwy (the old Prairiefire Building).

W.S. 12-4-412(b)(vii) allows the permit holder to transfer the location of the winery permit upon approval of the Local Licensing Authority.

They are also requesting a Winery Satellite Permit. W.S. 12-4-412(d) states that the Licensing Authority may issue a Winery Satellite Permit to the holder of a Winery Permit for up to three (3) satellite locations, allowing for the manufactured product to be sold for on-premises and off-premises consumption at the satellite location.

The Licensing Authority may require the payment of an additional fee not to exceed \$100 regardless of the number of satellite locations. Because this is the first of its kind in Gillette, Council will need to determine this fee.

The satellite permit shall be subject to the terms and conditions of W.S. 12-4-106 regarding the term of the license or permit; the schedule of operating hours provided in W.S. 12-5-101; and the dispensing room provisions of W.S. 12-5-201

Big Lost Meadery, LLC, is required to submit paperwork to the Alcohol/Tobacco Tax & Trade Bureau. This has been done and therefore, the transfer of location, and the satellite permit are being requested contingent upon receiving the necessary documents from the Alcohol/Tobacco Tax & Trade Bureau.

Pizza Carrello is also moving into this building and will be requesting a Bar & Grill liquor license. Both entities can hold a liquor license/permit in the same building. However, they must operate independently of each other. Each entity will report their own respective business transactions to the appropriate agencies for taxing, renewal, etc., purposes. Pizza Carrello can purchase wine (mead) from Big Lost Meadery for on-premises consumption only.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of a Winery Satellite Permit Requested by Big Lost Meadery, LLC d.b.a. Big Lost Meadery, Located at 106 S. Gillette Avenue, Contingent Upon the Transfer of Location of the Winery Permit for Big Lost

Meadery, LLC, to 601 S. Douglas Hwy, and Setting the Winery Satellite Permit Fee at \$100 .

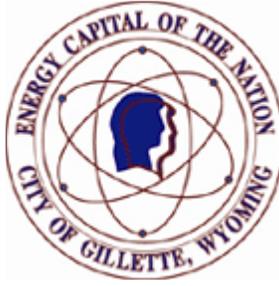
STAFF REFERENCE:

Pamela L. Boger, Administrative Services 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: 10/4/2016 7:00:00 PM

SUBJECT:

A Public Hearing to Consider the Issuance of a Bar & Grill Liquor License to Pizza Carrello, LLC, d.b.a. Pizza Carrello, Located at 601 S. Douglas Hwy.

BACKGROUND:

Pizza Carrello is moving into the old Prairiefire building, they are seeking a bar & grill liquor license. They will be sharing the building with Big Lost Meadery. The two businesses can be operational in the same building, however, they need to operate independently of each other.

The request has been published in the newspaper for two consecutive weeks. No protests to the issuance of the license have been received.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

Click to download

- [Application](#)
- [Lease Agreement](#)
- [Letter of Good Standing](#)
- [Dispensing Room Diagram](#)
- [Menu](#)
- [Public Hearing Notice](#)

**FOR NEW LICENSES AND TRANSFER
LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

To be completed by the City, Town or County Clerk:

Date Filed: 9.15.16

| | | |
|-----------------------------|-------------------|---------------------|
| | Annual Fee | Prorated Fee |
| Basic Fee: | \$ _____ | \$ <u>750.00</u> |
| Add'l Dispensing Room Fee: | \$ _____ | \$ _____ |
| Transfer Fee: | \$ _____ | |
| Total License Fee Collected | \$ _____ | \$ <u>750.-</u> |
| Publishing Fee Collect: | \$ <u>40.-</u> | |

Required Attachments Received: Yes

Advertising Dates(4): 9-21 & 9-28-2016

Hearing Date: 10.04.2016

Local Licensing Number: _____

For the license term: 10.04.2016
Month Day Year

Through: 3.31.2017
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 Cheyenne WY 82002-0110

Formerly Held by: _____

Applicant: Pizza Carrello LLC

Trade Name (dba): Pizza Carrello

Premise Address: 601 S Douglas Hwy
Number & Street

Gillette WY 82716
City State Zip County

Mailing Address: 2606 Sammye Avenue
Number & Street or P.O. Box

Gillette WY 82718
City State Zip

Business Telephone Number: (307) 257-4326

Fax Number: () N/A

E-Mail Address: pizzacarrello@gmail.com

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

| | | |
|---|---|---|
| <p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Gillette, Wyoming</u> <input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> | <p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input checked="" type="checkbox"/> WINERY <input checked="" type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p> | <p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Monday-Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>M-TH 11a-10p / F&Sat 11a-11p / Sun 11a-9p</u></p> |
|---|---|---|

1. Location of License:
 (a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

~~Dispensing area is located on the North side of the building (see attached diagram) - North West corner of building~~ 576' sq ft rm in NE corner of bldg

(b) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

BIVENS Addition, North 140 feet of Lot 1 Block 5

2. Do you W.S. 12-4-103 (a) (iii):
 (1) **OWN** the building in which sales room is located? YES (own)
 (2) **LEASE** the building in which sales room is located? YES (lease)

(A) **DATE** lease expires Aug 31, 2021 located on page 2 paragraph 4 of lease document.
 (B) Provision for **SALE** of alcoholic or malt beverages located on page Addendum paragraph 1 of lease.

NOTE: Attach a true copy of the lease to application. Lease **MUST** contain provision for **SALE OF ALCOHOLIC or MALT BEVERAGES** and be valid **THROUGH** the **TERM OF THE LICENSE** W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b) YES NO
 If "YES", explain: _____

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a) YES NO
 (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c):

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
 (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
 (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii) YES NO
 If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:
11. (a) Do you self distribute your products? YES NO
 (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: _____
 - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
 - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
 - (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: _____
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

16. (a) If applicant is an Individual or Partnership: State the name, date of birth and residence of each applicant or partner, if the application if made by more than one individual or by a partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | | Have you been Convicted of a Felony Violation? | | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? | |
|-----------------------|---------------|---|------------------------|---|-----------------------------|--|-----------------------------|--|-----------------------------|
| | | | | YES | NO | YES | NO | YES | NO |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

(If more information is required, list on a separate piece of paper and attach to this application.)

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | No. of Years in Corp or LLC | % of Stock Held | Have you been Convicted of a Felony Violation? | | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? | |
|-----------------------|---------------|---|------------------------|-----------------------------|-----------------|--|--|--|--|
| | | | | | | YES | NO | YES | NO |
| Rachel M Kalenberg | 9-24-81 | 2606 Sammye Ave, Gillette, WY 82718 | 307-257-4326 | 5 | 50 | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| Ariane L Jimison | 5-16-78 | 2606 Sammye Ave, Gillette, WY 82718 | 307-257-4327 | 5 | 50 | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

SS.

COUNTY OF Campbell)

Before Me, Misti Crawford, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Campbell County, State of Wyoming, personally appeared

Rachel Kalenberg name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

1. Rachel Kalenberg
2. _____
3. _____
4. _____

My Commission expires: 2/9/2020

Witness my hand and official seal:

Misti Crawford
(Notary Public or other officer authorized to administer oaths)



Title _____

Dated: 9-15-16

REQUIRED ATTACHMENTS:

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

| FOR LIQUOR DIVISION USE ONLY | | |
|------------------------------|----------|------|
| Reviewer | Initials | Date |
| Agent: | | |
| Chief: | | |
| Acct.: | | |

COMMERCIAL LEASE

THIS LEASE (Lease) is executed on, September 2, 2016, by and between Prairie Fire Brewing Company, LLC (Lessor) and Pizza Carrello LLC (Lessee).

1. **STATEMENT OF PURPOSE:** The Lessor is the owner of the Building Located at 601 South Douglas Hwy, Gillette, Campbell County, Wyoming. This lease sets forth the terms and conditions under which the Lessor leases to the Lessee the premises in the property described in Paragraph 2 below. The Lease provides the allocations of the expenses which each party is to bear during the term of the lease and each party's remedies and rights upon the conclusion of the lease or either party's default in performance.
2. **PREMISES LEASED:** The premises subject to this lease consist of the following: (Exhibit B)
 - The full building located at 601 South Douglas Hwy
 - Approximate area: 7000 square feet.
 - Additional premises: (i.e., designated parking, storage and any separate premises from principal unit):

Lessor shall deliver the leased premises to the Lessee in "broom clean" condition. Prior to commencement of the lease, the Lessee shall inspect the premises and provide the Lessor with a written list of repairs and improvements required to be completed before the term begins. With the exception of the foregoing repairs and improvements, the Lessee accepts the lease premises "as is" and waives all objections and exceptions to the condition of the premises upon commencement of the lease term.

3. **RENTAL:** The Lessee shall pay to the Lessor during the term of this lease the following aggregate rental. Rent shall be paid in advance, without demand, on or before the first day of each month to PO Box 2207 Gillette, WY 82717. Any Rent received after the first day of the month will have a 5% late fee assessed to be paid immediately.

Total aggregate rental during lease term: \$360,000.00

Amount of monthly rental installments: \$5000.00 for the first 12 months and will increase by \$500 per month through year 5. Year 2 \$5500, Year 3 \$6000, Year 4 \$6500, Year 5 \$7000.00 per month.

4. **LEASE TERM:** The term of this lease shall be for a period of 60 months commencing and terminating as follows: After the initial 5year lease term

there will be an option for the renewal of another 5year lease term with a rent adjustment to reflect market conditions at that time.

Commencement date: September 1, 2016

Termination date: August 31, 2021

5. **SECURITY DEPOSIT:** The Lessee shall deposit with the Lessor a cash deposit equal to one month's rent (\$7000) as security for performance of the Lessor's obligations under this lease. If the Lessor applies any part of the security deposit to cure any default of the Lessee, the Lessee shall upon demand deposit with the Lessor the amount so applied in order that the Lessor shall have the full one-month cash deposit (\$7000) on hand at all times during the term of this lease. Lessor agrees to allow Lessee to pay \$1000 per month in addition to the monthly rent for the first seven months of the lease to be applied toward the Security Deposit.

6. **USE OF PREMISES:** The Lessee may use and occupy the leased premises for the following stated purpose and other related uses: (description of business): Pizza Restaurant.

7. **MAINTENANCE AND REPAIRS:** Except for damage caused by fire or other casualty, Lessee at Lessee's own cost and expense, shall keep the leased premises in good order and repair, including maintaining all plumbing, electrical and lighting facilities and equipment within or exclusively serving the leased premises, and the cost and expense, shall keep the property generally in good order and repair, including maintaining all plumbing, electrical and light facilities and equipment outside the leased premises and HVAC systems serving the building generally, structural components of the leased premises, foundations, exterior walls, sub-floors, and roof. Lessor shall not be required to make any repairs which become necessary or desirable by reason of the act or negligence of the Lessee, its agents, invitees or employees, in which event the same shall be the obligation of the Lessee. The Lessee shall at its own cost and expense replace with glass of the same quality, any cracked or broken glass including plate glass and any interior or exterior windows and glass in the doors of the leased premises, unless the glass breakage is caused by faulty installation or settlement of the building.

Lessee shall permit no waste, damage or injury to the leased premises. If Lessee refuses or neglects within 10 days after receipt of written notice to do things required by the terms of this paragraph, the lessor may do them at the expense of the Lessee.

8. **INSURANCE:** Lessor shall maintain at Lessee's expense during the term hereof fire, wind, storm and extended coverage insurance on the leased premises in an amount sufficient to satisfy at least an 80 percent coinsurance clause, with loss payable endorsement to Lessor of the leased premises.

Lessee shall not carry any stock of goods or do anything in or about the premises which will in any way tend to increase insurance rates on the leased premises without the consent of the Lessor. If Lessor shall consent to such use, Lessee agrees to pay as additional rental any increase in premiums for insurance against loss by fire or extended coverage risks resulting from the business carried on in the leased premises, by Lessee. If Lessee installs any electrical equipment that overloads the power lines and equipment serving the leased premises, Lessee shall at its own expense make whatever changes are necessary to comply with requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.

Lessee agrees to procure and maintain a policy or policies of insurance in a company or companies, authorized to do business in the State of Wyoming, at its own cost and expenses, insuring Lessee and Lessor, from all claims, demands or actions for injury or death of any one person in an amount of not less than One Million Dollars (\$1,000,000.00) and, for injury or death of more than one person in any one accident to the limit of one million dollars (\$1,000,000.00) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00); provided that Lessee may self-insure for such property damage to the extent of five thousand dollars (\$5,000.00) and which expressly names Prairie Fire Brewing Company LLC as an additional insured under the terms of the policy. Lessee shall carry like coverage against loss or damage by boilers or explosion by boilers, if there is a boiler in the leased premises. Said insurance shall not be subject to cancellation except after at least thirty (30) days prior to written notice to Lessor. The policy or policies, or duly-executed certificate or certificates for the same shall be deposited with Lessor at the commencement of the term and renewal thereof which shall occur not less than thirty (30) days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay or reimburse Lessor the premium cost thereof upon demand.

9. **TAXES:** The Lessee shall be liable for all taxes levied against the real property, personal property and trade fixtures existing or placed by the Lessee in or about the leased premises. For each lease year or part thereof, if the leased premises are not assessed as a separate tax parcel, the Lessee shall pay the Lessor an additional rent, the Lessee's pro rata share of the real estate

taxes. The Lessor shall pay the real estate taxes on the property as such taxes become due and payable. The parties mutually recognize and agree that during the lease term real estate taxes for the property and the leased premises may increase as a result of actions of taxing authorities. Such increases shall not be used by the Lessee as a reason or justification to terminate this lease and that Lessee's remedies for increases in taxes levied are limited to those provided below.

The Lessee shall have the right to challenge at its sole expense, the amount of the real estate taxes attributable to the leased premises. The Lessor agrees to provide whatever reasonable assistance the Lessee may require. If the lease term commences on other than the first day of a calendar year or the amount of the real estate tax levy for the leased premises has not been determined, the Lessor may bill the Lessee as additional rent an amount to be accrued toward payment of the Lessee's share of the real-estate taxes based on the prior year's levy for said premises.

10. **SIGNAGE:** The Lessee shall have the right to install or place signs, awning or other advertising material in or about the leased premises or building; provided, Lessee obtains Lessor's prior consent as to the design, placement and attachment of the signs and awnings. Lessee shall submit plans and specifications to the Lessor for approval prior to submitting the same to local authorities for review, approval and permitting. Lessee shall not be required to obtain Lessor's consent for any promotional or advertising signs or displays within the leased premises. All signs and awnings shall be in compliance with all applicable laws, regulations and rules of entities and agencies having jurisdiction.

The Lessee shall not remove any signs or awnings in or about the leased premises without obtaining the Lessor's prior consent, which consent shall not be unreasonably withheld. Upon removal of any sign or awning, the leased premises, building, all brackets, fixtures, cables, wiring and other devices used to support and operate the sign or awning shall be removed and the leased premises or building repaired and restored to the condition existing prior to the installation of the sign or awning.

11. **ALTERATIONS, ADDITIONS and IMPROVEMENTS:**

- A. Subject to the limitation that no substantial portion of the building or the leased premises shall be demolished or removed by Lessee without the prior written consent of Lessor and, if necessary, any mortgagee, Lessee may at any time during the lease term and in compliance with the conditions set forth below and at his own expense, make any reasonable and prudent alteration, addition or improvements in and to the leased premises. Alterations shall be performed in a workmanlike

manner and shall not weaken or impair the structural strength of the building.

B. Conditions with respect to alterations, additions or improvements are as follows:

1. Before commencement of any work, all plans and specifications shall be filed with and approved by all authorities having jurisdiction and any public utility company having an interest herein. All work shall be done in accordance with requirements of applicable federal, state and local regulations.
2. Before commencement of any work, all plans and specifications shall be submitted to and approved in writing by Lessor, whose approval shall not be unreasonably withheld. Lessee shall post a Lessor's mechanic lien, bond or other security to protect Lessor against the filing of mechanic's liens.
3. Lessee shall pay for all leasehold improvements. When the plans and specifications are submitted for approval of Lessor, decisions and agreements will be made in writing and executed if any part of the cost will be assumed by Lessor.
4. Before commencement of any work, Lessee must provide lessor with the name, address and qualifications of all contractors and/or subcontractors who will perform alterations, additions and/or improvements to the premises. Lessor retains the right of approval of all contractors and/or subcontractors.
5. All demolition or other work required to prepare the leased premises for construction shall be conducted in a clean, safe, workmanlike manner in order to prevent damage to the leased premises or building, the creation of dust, noise, debris, vibration, odors or other consequences which unreasonably and/or unnecessarily damage premises. The Lessor shall have the authority to immediately halt any operations which violate the terms of this paragraph and require the offending condition or circumstance to be minimized, modified or eliminated before work may recommence.

12. **SURRENDER OF LEASED PREMISES:** Upon termination of the leased term, the Lessee shall surrender the leased premises to the Lessor with a 90-day notice of vacating. The leased premises shall be in as good a condition as received, reasonable wear and deterioration incident to Lessee's business and fire, windstorm or other causes beyond Lessee's control excepted. The Lessee shall remove all personal property, furnishings, machinery, trade fixtures, equipment and inventory from the leased premises prior to or upon expiration of the lease term. Unless the parties otherwise agree in writing, all improvements to the real estate whether made by the Lessor or Lessee shall be the property of the Lessor upon termination of this lease, including but not limited to restrooms, flooring, ceilings, utility and/or electrical components and fixtures, HVAC systems, appurtenances. If the parties agree that the Lessee may remove any fixtures or appurtenances included within the foregoing listed categories, the Lessee shall repair any damage to the leased premises or building caused by such removal, including repair or replacement of floors and floor coverings, walls and wall coverings, ceilings and any alterations, modifications or penetrations of the exterior walls, foundation or roof of the building.

If the Lessee by any act or omission has allowed to be created or created an environmental hazard or contamination in violation of the laws, rules or regulations of the U.S. Environmental Protection Agency or equivalent state agency on or about the leased premises, the Lessee shall at its sole cost remediate or eliminate the hazard or contamination in compliance with applicable laws, rules or regulations.

13. **COMMON AREAS:** The leased premises are located within the building. The term "common areas," as used herein shall mean all sidewalks, pedestrian walkways, streets, public parking, service areas, driveway, signage, and related improvements within the exterior confines of the property. The common areas shall be exclusively for the use of all the Lessees, and for the use of the customers, employees, visitors and invitees of said Lessees, for driveway, servicing, walkway and parking purposes.

Lessor shall maintain the common areas in good order, condition and repair (including the striping of the parking lot), and well lighted for those hours of darkness that Lessee shall be open for business and reasonably free from snow, ice and other obstructions. Neither the parking layout, nor the traffic flow pattern nor the entrances and exits shall be changed without written notice to the Lessor. Lessee agrees to pay the cost of the common area, utilities, repairs and maintenance thereof and the removal of the snow therefrom (Exhibit A).

14. **DESTRUCTION OF PREMISES:** In the event of a partial destruction in the leased premises during the term of this lease, from any cause, Lessor shall forthwith repair the same to the satisfaction of Lessee, provided the repairs can be made within one hundred twenty (120) days approved by applicable governmental authorities. Any partial destruction shall not annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, and proportionate reduction being based on the extent to which the damage or making the repairs shall interfere with the business carried on by Lessee in the premises. In the event that Lessor does not elect to make repairs or that such repairs cannot be made within the specified time, this Lease may be terminated at the option of either party.

15. **EMINENT DOMAIN:** If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the parts so taken from the date of the possession of that part shall be required for any public purpose and rent shall be paid up to that date. If such portion of the leased premises so taken destroys the usefulness of the premises for the purpose for which the premises were leased, then from that date, the Lessee shall have the right either to terminate this Lease within thirty (30) days thereafter or to continue in possession of the remainder of the same under the terms herein provided, and in which latter even the rent shall be reduced in proportion to the area of the premises taken.

All awards for the taking of any part of the premises or any payment made, under the threat of the exercise of the power of eminent domain shall be the sole and exclusive property of Lessor, whether made as compensation for diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property, provided that any award to Lessee does not diminish the award to Lessor.

It is further agreed if any entrance or exit to the property is closed, Lessor shall provide suitable entrance or exit in substitution therefore.

16. **DEFAULT:** Lessor may terminate this Lease upon the happening of any one or more of the following events:

A. The making by Lessee of an assignment for the benefit of its creditors;

- B. The levying of a writ of execution or attachment on or against the property of Lessee and the same is not released or discharged within thirty (30) days after written notice by Lessor;
- C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee, for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
- D. The doing, or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefore against the land or building of which the leased premises are a part and same is not released or otherwise provided for by indemnification satisfactory to Lessor within thirty (30) days after written notice thereof; OR
- E. The doing, or permitting to be done by Lessee, any act which creates a risk on or about the leased premises of an environmental hazard or contamination in violation of the laws, rules or regulations of the U.S. Environmental Protection Agency or equivalent state agency.

If Lessee shall default in any other respect hereunder, other than payment of rent for which no grace period exists, and such default shall continue for a period of thirty (30) days after written notice thereof by Lessor, then it shall be lawful for Lessor to terminate this lease, enter into and take possession of the leased premises, and remove all persons and their property therefrom; provided, if the default be of such nature as to require more than thirty (30) days to cure, Lessee shall commence to cure such default within said ten (10) days and continue to cure such default with due diligence.

Upon any termination of the estate as aforesaid, Lessor may re-enter the leased premises with or without process of law, using such force as may be reasonable and necessary, and remove all persons and chattels therefrom. Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the terms of this Lease. All obligations of Lessee shall remain in full force and effect upon declaration by Lessor of termination.

Upon the happening of any one or more of the events as set forth in this Article, the Lessor may at his option, instead of terminating this Lease, elect to retake possession of said premises, in which case the liability of Lessee for rents and charges provided herein shall not be relinquished, diminished or extinguished for the balance of the term of this Lease,

unless said term is sooner terminated as herein provided. It is further understood that Lessee will pay in addition to the rent and other sums agreed to be paid hereunder, such additional sums as the court may judge reasonable as attorney's fees for the collection of the rent due Lessor hereunder provided Lessor prevails in such suit or action. In such even, Lessor shall make reasonable efforts to release the premises to a third party. Any rents received for the lease of said space during the balance of the lease term shall be credited against any obligation of Lessee.

In the event of re-entry by Lessor by reason of termination of this Lease or otherwise, any property belonging to Lessee or any person holding by, through or under it, or otherwise found upon the leased premises may be removed therefrom and stored in any public warehouse at the cost of and for the account of Lessee. If Lessee should abandon, vacate or surrender said premises or be dispossessed by process of law, any personal property left upon said premises, after thirty (30) days written notice to Lessee, may be deemed abandoned or, at the option of Lessor, on such reentry Lessor may take possession of any and all furniture, fixtures or chattels in or on said premises and sell the same in whole or in part in any place in the manner and after giving notice, without filing suit, or obtaining any execution order of decree, to the highest bidder for cash with or without said property being present at said sale (Lessee agreeing to make delivery thereof to the purchaser) and applying the proceeds thereof to the payment of costs and expenses of taking and removing said property and the holding of said sale and of rents and amount owing Lessor.

Lessee expressly releases and agrees to hold harmless Lessor and their successors and assigns of all claims, which might exist by reason of the termination of this Lease and removal of the Lessee's property, pursuant to the provisions of this section. In the event of reentry by Lessor, without termination of the Lease, as herein provided, Lessee shall not have the right thereafter to resume possession, but the Lessor may, in such case, at his option, at any subsequent time during the term of this Lease, declare the Lease terminated.

In the event of any breach hereunder by Lessee, Lessor may, after thirty (30) days written notice of such breach, or any time thereafter, if such breach is not cured, without further notice, cure such breach (if still existing) for the account and at the expense of Lessee. If Lessor any anytime by reason of such breach, is compelled to incur any expense, including reasonably attorney's fees, instituting or prosecuting any action or proceeding to enforce Lessor's rights hereon, the sum or sums so paid by Lessor, with interest thereon at the legal rate from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the payment of such respective sum or expense.

REMEDIES NOT EXCLUSIVE: The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

17. **SUBORDINATION:** At Lessor's option, Lessee's right under this Lease shall be subordinate to the lien of any mortgage or trust deed placed upon the leased premises, provided that such mortgage or trust deed shall recognize the Lessee's right to the use and quiet possession of the leased premises upon the terms of the Lease as long as Lessee shall not be in default hereunder. However, notwithstanding the foregoing, any other lease of the leased premises whether dated or effective before or after the date of this Lease shall be subordinate in all respects to this Lease. Lessee will, upon request of Lessor or Lessor's mortgagee, execute a certificate in such manner and form as lessor or its mortgagees may request to the effect that this Lease is, if the same be true, in full force and effect, and no default has occurred thereunder and no amendments or other changes have been made in such Lease. Lessee agrees to execute any documents required to effectuate the subordination provided for herein and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead to execute such documents.
18. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet said premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it, without the previous written consent of Lessor, such consent not to be unreasonable withheld. Consent by lessor to one or more assignments of this Lease or to one or more subletting of the leased premises shall not operate as a waiver of Lessor's rights under this section to any subsequent assignment of subletting. No assignment shall release Lessee of any of its obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder. All such assignments consented to by Lessor shall be made subject to all of the terms and conditions of this Lease. Lessor may assign its interest without consent of Lessee.
19. **TITLE AND POSSESSION:** Lessor covenants and warrants that it has full right and authority to enter into this lease for the full term and all options which are herein granted.

20. **NOTICES AND PAYMENTS:** Whenever under this Lease a provision is made for a notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is to Lessee and sent by registered or certified mail, postage prepaid, to Lessor at the address furnished in writing for such purpose; or to the place fixed for the payment of rent. If Lessor or Lessee is more than one person, notice need to be sent to but one Lessee or Lessor, as the case may be. Provide addresses for mailing notices.

All payments to be made under the terms of this Lease by Lessee shall be made to Lessor at the address provided to Lessee as in the case of any other notice.

21. **INDEMNITY AGREEMENT:** Lessee shall indemnify Lessor against all liability, loss, cost, claims, causes of action, damage, or expense sustained by Lessor, including attorney's fees and other expenses of litigation, arising prior to termination of the Lease term and delivery to Lessor of possession of the premises:

- A. On account of or through the use of the leased premises or improvements of any part thereof by Lessee for any purpose inconsistent with the provisions of this Lease.
- B. Arising out of, or directly or indirectly due to, any failure of Lessee in any respect promptly and faithfully to satisfy his obligations under this lease.

Lessee also shall indemnify Lessor against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or any part thereof as a consequence, direct or indirect, or any act or omission of Lessee or as a consequence, direct or indirect of the existence of Lessee's interest under this lease.

22. **OPTION TO PURCHASE:** Any time after 1 year into the lease agreement and before the first 5year Lease term the Lessee will have the right to purchase the property for \$1.7 Million. Lessee will be responsible for any and all costs incurred to initiate and complete any purchase transaction. Lessor has also granted to Lessee a 10 day Right of First Refusal to purchase all or part of the Premises upon terms and conditions set forth in any accepted Offer to Purchase from any legitimate, qualified Buyer. Lessor shall notify Lessee within 12 hours of acceptance of said offer, with the 10 business day right of first refusal to commence upon said Notice. Landlord and Tenant agree to sign a Memorandum of Lease in form attached as Exhibit C, which may be recorded by either party. The cost of such recording will be shared equally by Landlord and Tenant.

23. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representatives, successors and assigns of all parties. **GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the state of Wyoming.

24. **INVALIDITY:** If any part of this Lease or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

IN WITNESS WHEREOF, both parties have read, understood and agree to all terms, statements and conditions of this contract.

DATED this 2nd day of Sept, 2016

PRINTED Ariane Jimison for Pizza Corrello LLC
(Lessee)

SIGNED
(Lessee)



PRINTED Rachel M. Kalenberg for Pizza Corrello LLC
(Lessee)

SIGNED
(Lessee)



PRINTED Rachel M. Kalenberg Personally
(Lessee)

SIGNED *Ron Kalenberg*
(Lessee)

PRINTED Ariane Jimison Personally
(Lessee)

SIGNED *Ariane Jimison*
(Lessee)

PRINTED John C. Alt
(Lessor)

SIGNED *John C. Alt*
(Lessor)

Exhibit A

Common Area Maintenance Fees and Property Expenses

Fees will be assessed monthly in addition to the rent and will be due on or before the 1st day of each month. These fees will be based on annual costs divided by 12 months and will be adjusted annually. Lessor will send out an annual report no later than March 1st of the following year with the breakdown of all cost included in the fees for the previous year. With that report will be the budgeted fees for the upcoming year that will be due to cover all costs. The following items will be included in the fees with budgeted numbers for the 1st year.

| | |
|---|------------|
| 1. Property Insurance | \$500.00 |
| 2. Property Taxes | \$592.00 |
| 3. Personal Property Tax | \$25.00 |
| 4. Monthly Fire Protection Monitoring | \$187.13 |
| 5. Annual Fire protection inspection | \$20.00 |
| 6. Annual Backflow preventer inspection and certification | \$10.00 |
| 7. Annual Range Hood Fire Suppression inspection | \$20.00 |
| 8. Annual HVAC Inspection | \$25.00 |
| 9. Dishwasher Lease | \$95.00 |
| Total | \$1,474.13 |

Exhibit B

Equipment and Personal Property included in the Leased Premises

| | |
|--|----|
| 6 top long tall concrete tables | 6 |
| 4 top short concrete tables square | 7 |
| 2 top short concrete tables | 6 |
| 4 top round concrete table | 3 |
| 6 top round wood table | 2 |
| High Top small round and square tables | 5 |
| 6 top wood square table | 1 |
| Short aluminum chairs | 74 |
| High aluminum chairs | 12 |
| Stools for hightops | 42 |
| 48 in Salad Bar cooler | 1 |
| POS system with 3 stations | 1 |
| 50 in TV | 6 |
| Picnic Tables | 5 |
| Picnic Benches | 10 |
| Portable wood Island on wheels | 5 |
| Large Hobart Mixer | 1 |
| Dishwasher (Leased) | 1 |
| 3 basin sink | 1 |
| baking sheets | 1 |
| Leader Prep Refridg Table 72in X 32in | 1 |
| deep fat fryers | 2 |
| 60 in Castle Grill, Burners, and Griddle | 1 |
| 36 in Convection Oven | 1 |
| 27 in 2 drawer freezer | 1 |
| 36 in 2 door cooler | 1 |
| 3 basin corner sink | 1 |
| Proofing Rack 72in X 24in X 18in | 1 |
| 48in stainless shelving 5 shelves | 2 |
| small fridg 24in wide | 1 |
| proofing cabinet | 1 |
| 2 door slider coolers in dry storage | 2 |
| chest freezers in dry storage | 1 |
| Meat Grinder | 1 |
| Shelving units in dry storage | 2 |
| French Fry Cutter | 1 |
| Soup pot | 1 |
| Walk in freezer with shelves | 3 |

| | |
|---------------------------------------|---|
| Walkin cooler with 3 sets of shelving | 1 |
| Digital scale | 1 |
| 24in X 24in Manitowac ice machine | 1 |
| Infrared food warmer 6ft long | 1 |
| 3ftX5ft prep table | 1 |
| Sharp Convection Oven | 1 |
| Stainless steel cart | 1 |

EXHIBIT "C"

MEMORANDUM OF LEASE

This Memorandum of Lease dated the 2 day of September, 2016 is by and between Prairie Fire Brewing, LLC, a Wyoming Limited Liability Company in Wyoming ("Landlord") and Pizza Carrello, LLC, a Limited Liability Company in Wyoming. ("Tenant").

WITNESSETH

WHEREAS, on the 2 day of September, 2016, Landlord and Tenant entered into a written lease agreement (hereinafter referred to as "Lease") for certain premises (the "Premises") located in the City of Gillette, County of Campbell and State of Wyoming, as more particularly set forth in the Lease and described on Exhibit "A" attached hereto; and

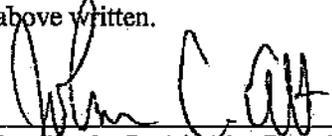
WHEREAS, the parties wish to place their interests in the lease as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties agree as follows:

1. The term of the Lease (the "Term") will be for 60 months beginning on the "Commencement Date" as set forth in the Lease and ending on the last day of the 60th full calendar month following the Commencement Date.

2. Landlord has granted to Tenant an Option to Purchase and 10 business day right of first refusal to purchase all or part of the Premises upon terms and conditions set forth in any accepted Offer to Purchase from any legitimate, qualified Buyer. Landlord shall notify Tenant within 12 hours of acceptance of said offer with the 10 business day right of first refusal to commence upon said Notice. Notice shall be constituted as per the terms of Lease. Option to Purchase and right of first refusal shall be for the term of said lease and shall expire upon expiration of said lease the same.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease the day and year first above written.



Landlord - Prairie Fire Brewing, LLC
By John C. Ait



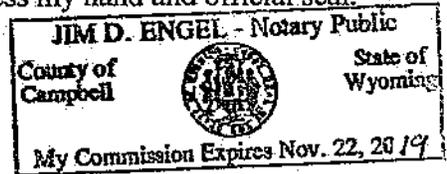
Tenant - Pizza Carrello, LLC
By: Rachel M Kalenberg

STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing Memorandum of Lease was acknowledged before me this 2nd day of September, 2016, by John C Alt known by me as authorized member of Prairie Fire Brewing, LLC.

My commission expires Nov 22, 2019. Witness my hand and official seal.

[Signature]
Notary Public:

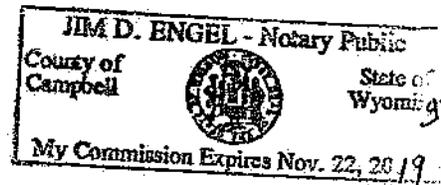


STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing Memorandum of Lease was acknowledged before me this 2nd day of September, 2016, by Rachel M Kalenberg personally known by me as authorized member of Pizza Carrello, LLC.

My commission expires Nov 22, 2019. Witness my hand and official seal.

[Signature]
Notary Public:



**ADDENDUM TO
COMMERCIAL LEASE AGREEMENT**

This Addendum to the Commercial Lease Agreement dated September 2, 2016, by and between Prairie Fire Brewing Company, LLC (Lessor) and Pizza Carrello, LLC, (Lessee).

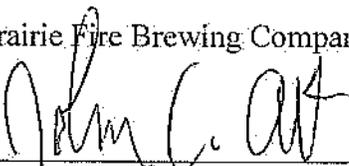
The said Commercial Lease Agreement is hereby amended as follows:

1. Paragraph 6: **USE OF PREMISES:** The Lessee may use and occupy the leased premises for the following stated purpose and other related uses: Manufacturing, sales and distribution of malt beverages, liquor and food and any associated use that complies with local, state, federal or current zoning use.

Dated this 13th day of September, 2016

LESSOR

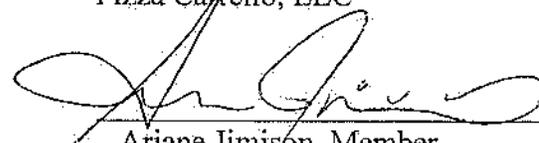
Prairie Fire Brewing Company, LLC



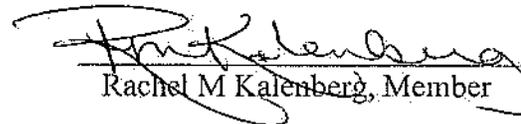
John C Alt, Member

LESSEE

Pizza Carrello, LLC



Ariane Jimison, Member



Rachel M Kalenberg, Member



P O Box 3002 • Gillette, WY 82717 • (307) 686-3300 • www.fnbgillette.com
Downtown - 319 S Gillette Ave • RC Ranch - 520 Running W Dr • Highway 59 - 2400 S Douglas Hwy

September 15, 2016

City of Gillette
PO Box 3003
Gillette, WY 82717-3003

Attn: Karleen Abelseth

RE: Pizza Carrello, LLC

To Whom It May Concern:

Pizza Carrello, LLC has a checking account with First National Bank. The checking accounts were opened on August 15, 2013 & carry an average balance in the high 4 range. The checking accounts have been handled as agreed without any incident of overdrafts. All loans have been paid as agreed.

All relationships with Pizza Carrello, LLC have been excellent.

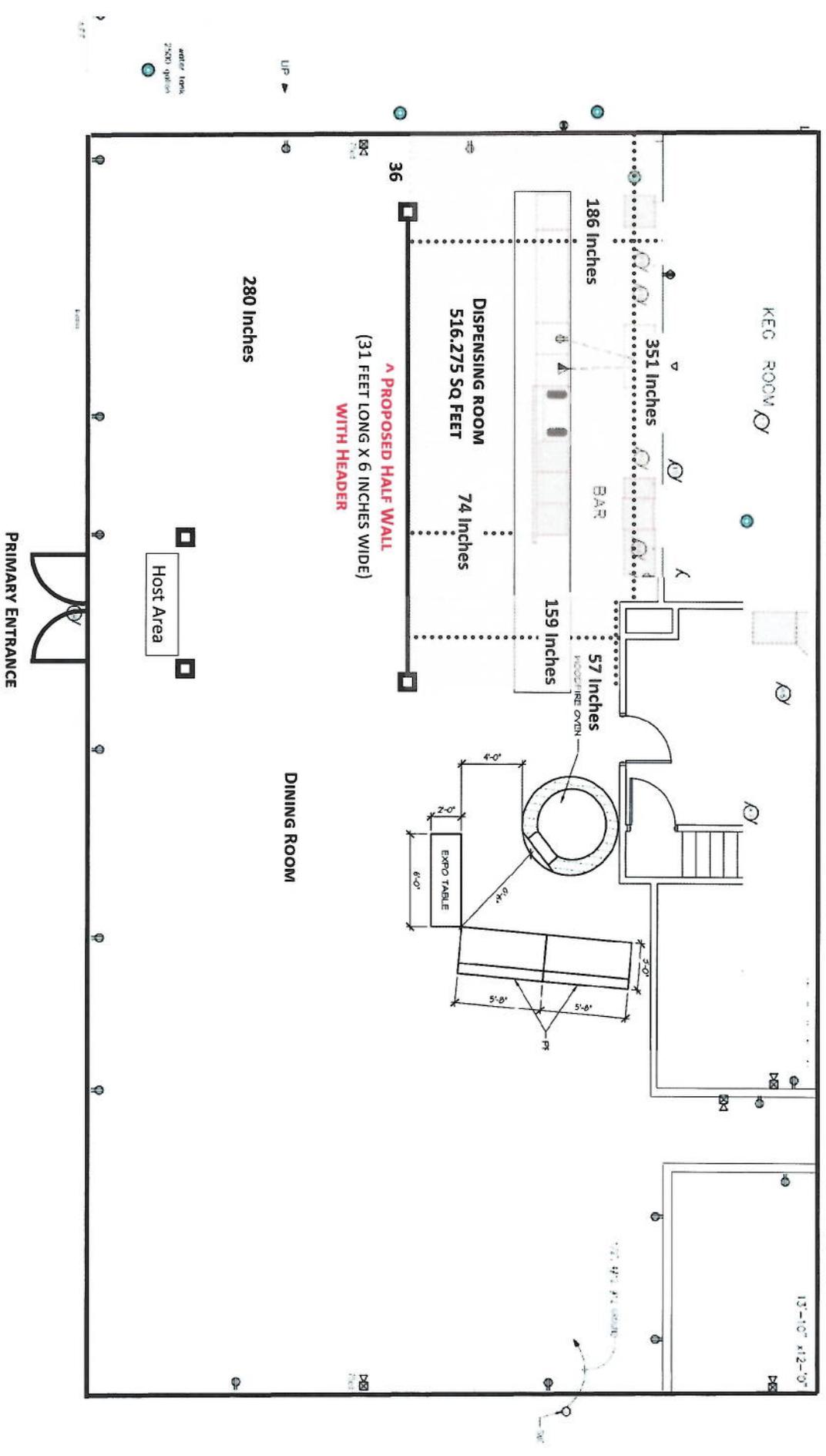
If you have any questions please do not hesitate to call 686-3328.

Sincerely,

Tom Hammerquist

Vice President

TFH/lb



PIZZA CARRELLO

Our wood-fired pizzas come in 2 sizes: **9 inch personal / 14 inch family size**
GLUTEN-LESS dough available in 9 inch personal size for \$1 extra

Carrello Signature Pizzas

Carrello Supreme.....\$12/\$24
 Red sauce, mozzarella, sausage, pepperoni, mushrooms, black olives, green onions, and parmesan cheese.

Firecracker ✓.....\$12/\$24
 Garlic infused olive oil, cream cheese, mozzarella, bacon, jalapenos, topped with cilantro and lime.

Sausage Bianco.....\$11/\$22
 Garlic infused olive oil, mozzarella, sausage, mushrooms, green onions.

Green Chili Chicken ✓.....\$13/\$26
 Green Chili, mozzarella, chicken, jalapenos, cilantro and lime.

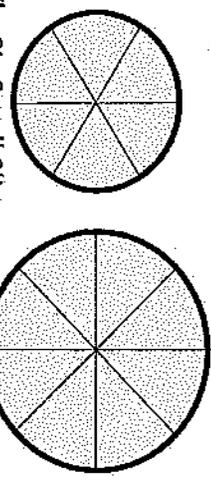
Pesto Pepperoni.....\$10/\$20
 House-made fresh basil pesto, cream cheese, mozzarella, pepperoni.

Zorba the Greek.....\$13/\$26
 Garlic infused olive oil, mozzarella, spinach, artichoke hearts, Kalamata olives, chicken, Feta.

Spinach Artichoke.....\$12/\$24
 House-made Spinach Artichoke Dip, roasted chicken, green onions, mushrooms.

Pineapple Chipotle Chicken ✓.....\$13/\$26
 Chipotle sauce, mozzarella, roasted chicken, pineapple, green onions, topped with cilantro and lime.

Chicken Dance.....\$10/\$20
 BBQ sauce, mozzarella, chicken, green onions, topped with cilantro.



9" - Six Small Slices

14" - Eight Slices

Meat Pizzas

Carnivore.....\$13/\$26
 Red sauce, mozzarella, ham, pepperoni, sausage, bacon.

Monster ✓.....\$12/\$24
 Red sauce, mozzarella, bacon, pepperoni, sausage, mushrooms, jalapenos.

Buffalo Bill ✓.....\$12/\$24
 Frank's Red Hot Wing sauce, mozzarella, roasted chicken, bacon, feta.

Chicken Bacon Ranch Pizza.....\$11/\$22
 House-made ranch, mozzarella, roasted chicken, bacon, green onions.

BBQ Summer Crunch Pizza.....\$12/\$24
 BBQ Sauce, mozzarella, chicken, Summer Crunch Strawberry Coleslaw.

The Classics

Cheese.....\$6 / \$12

Pepperoni.....\$7 / \$14

Sausage.....\$9 / \$18

Margherita\$10/\$20
 Red sauce, fresh mozzarella, fresh basil, garlic infused olive oil.

The Islander.....\$10/\$20
 Red sauce, mozzarella, fresh pineapple, ham.

Veggie Pizzas

Veggie Monster.....\$11/\$22
 Red sauce, mozzarella, red & yellow peppers, green onions, mushrooms, basil pesto. Make it *Vegan*, we'll hold mozzarella and pesto, and add garlic infused olive oil & basil!

Mushroom Pesto.....\$9/\$18
 House-made fresh basil pesto, mozzarella, crimini mushrooms.

Verde Veggie ✓.....\$13/\$26
 Chipotle sauce, mozzarella, red & yellow peppers, jalapenos, black olives, tomatoes, green onions, green chili, cilantro & lime. Make it *Vegan*, we'll hold mozzarella and chipotle!

Additional Toppings & Sides

\$1 each for 9" pizzas
 \$2 each for 14" pizzas
(unless otherwise noted)

| | |
|----------------------------|-------------------|
| Ranch Dressing | Bell Peppers |
| Green Chili | Green Onions |
| Chipotle | Heirloom Tomatoes |
| Basil Pesto | Artichoke Hearts |
| White Balsamic Vinaigrette | Black Olives |
| Pepperoni | Green Olives |
| Bacon (\$2/\$4) | Kalamata Olives |
| Ham (\$2/\$4) | Capers |
| Sausage (\$2/\$4) | Banana Peppers |
| Chicken (\$2/\$4) | Pineapple |
| Anchovies (\$2/\$4) | Fresh Mozzarella |
| Mushrooms | Feta |
| | Cream Cheese |

(307) 363-1743
www.pizzacarrello.com
www.facebook.com/pizzacarrello

Appetizers

Stuffed Mushrooms.....\$8

Cheese stuffed Crimini mushrooms.
1/2 pound order.

Jalapeno Poppers\$2 each

Half of a large, fresh, *unpredictably hot* Jalapeno peppers filled with Philadelphia Cream Cheese, wrapped in Daly's Thick-Cut Bacon. Served with a wedge of lime.

Fogatza (Dipping Bread)\$7

Handmade artisan dough shaped like wheat, seasoned with garlic-infused olive-oil and sea salt, served with our San Marzano tomato marinara.

Cheesy Bread.....\$6

Fresh pita bread topped with garlic infused olive oil and cheeses. Served with our San Marzano tomato marinara.

Caprese Stackers.....\$5

Heirloom tomatoes, fresh basil, and fresh mozzarella stacked on a toothpick, served with our White Balsamic Vinaigrette.
6 Stackers per order.

Spinach Artichoke Dip.....\$11

Our wood-fired dip is like no other! Made with our four cheeses, fresh spinach, and artichoke hearts served with a Fogatza Dipping Bread.

Stuffed Pita Wraps

Wraps

Chicken Bacon Ranch.....\$11

Chicken, bacon, pepperoni, green onion, and red & yellow peppers warmed in the oven and then tossed with tomatoes, mozzarella, greens, and our ranch dressing.

The Big Spicy\$10

Chicken, pepperoni, jalapenos, black olives, and green onions warmed in the oven and then tossed with mozzarella, greens, and our chipotle sauce.

Pesto Chicken.....\$9

Roasted chicken, tomatoes, mozzarella, greens, and our fresh basil pesto.

BBQ Summer Crunch.....\$9

Chicken, mozzarella, coleslaw, and barbecue sauce.

B.L.T. Wrap.....\$8

6 slices of Daly's Bacon, greens, heirloom tomatoes, mayonnaise.

Garden Melt.....\$11

Caramelized mushrooms, peppers, and green onions with a creamy Mediterranean sauce, parmesan & mozzarella with wilted greens.
Add roasted chicken for only \$2!

Sensational Salads

Salads

Summer Crunch Strawberry

Coleslaw

Fresh 3 cabbage coleslaw with a strawberry vinaigrette.

Dairy & Gluten free.

4oz Serving.....\$3

10oz Serving.....\$6

Mediterranean Menagerie.....\$12

Greens, tomato, green onion, artichoke hearts, Kalamata olives, feta cheese, fresh red & yellow bell peppers, fresh baby dill, and roasted chicken. Served with our White Balsamic Vinaigrette.

Pepperoni Salad.....\$10

Oven crisped pepperoni with greens, tomato, black olives, fresh oregano, fresh mozzarella, green onion, and Ariane's Ranch Dressing.

Garden Salad.....\$7

Greens, tomatoes, fresh bell peppers, green onions, Ariane's Ranch Dressing or our White Balsamic Vinaigrette.

Herbalicious Bacon

Salad.....\$11

Fresh basil, oregano, parsley, and dill tossed with greens, tomatoes, bacon, fresh mozzarella, parmesan with choice of ranch or white balsamic vinaigrette.

Sweet Treats

Blueberry Lemon Love

Pizza.....\$10/\$20

Blueberry compote, lemon, cream cheese, sweet glaze. Make it *Vegan*, we'll hold the cream cheese!

Herb's Heavenly Little Sins.....\$8

Brown sugar, butter, and Saigon roasted cinnamon topped with sweet glaze.

Nutella Ella Calzone.....\$5

Half sized calzone filled with Nutella (chocolate hazelnut butter), and Philadelphia Cream Cheese topped with sweet glaze.. Add Fruit Compote for \$1.

Wood-Fired Cheesecake.....\$5

Fluffy, decadent, and made from scratch with Philadelphia Cream Cheese and Cage-Free Eggs. Add Fruit Compote for \$1.

S'mores Pizza.....\$8/\$16

Ghirardelli chocolate, marshmallows, graham cracker, and sweet glaze.



400 West 2nd Street

Gillette, Wyoming

(307) 363-1PIE (1743)

NOTICE OF APPLICATION FOR
A BAR & GRILL LIQUOR LICENSE

Notice is hereby given that on the 15th day of September 2016, Pizza Carrello, LLC, filed an application for a Bar & Grill Liquor License in the office of the City Clerk of the City of Gillette for the following described place 601 S. Douglas Hwy, and protests if any there be against the approval of such a license will be heard at the hour of 7:00 p.m., October 4, 2016, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming.

Dated this 15th day of September 2016

Karlene Abelseth, City Clerk

Publish: September 21, 2016
 September 28, 2016



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

www.gillettewy.gov

DATE: 10/4/2016 7:00:00 PM

SUBJECT:

Council Consideration for the Issuance of a Bar & Grill Liquor License to Pizza Carrello, LLC, d.b.a. Pizza Carrello, Located at 601 S. Douglas Hwy.

BACKGROUND:

Pizza Carrello is moving into the old Prairiefire building they are seeking a bar & grill liquor license. They will be sharing the building with Big Lost Meadery. The two businesses can be operational in the same building however, they need to operate independently of each other.

The request has been published in the newspaper for two consecutive weeks. No protests to the issuance of the license have been received.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval for the Issuance of a Bar & Grill Liquor License to Pizza Carrello, LLC, d.b.a. Pizza Carrello, Located at 601 S. Douglas Hwy.

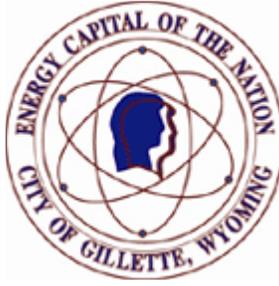
STAFF REFERENCE:

Pamela L. Boger, Administrative Services 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: 10/4/2016 7:00:00 PM

SUBJECT:

A Public Hearing Regarding an Ordinance Pursuant to Wyoming Statute 15-6-420 Declaring a Default on Assessments in the Northland Village Mobile Home Park, Authorizing Certificates of Delinquency, and Authorizing Litigation in the District Court, Sixth Judicial District, for Purposes of a Foreclosure Action on the Delinquencies.

BACKGROUND:

The Council is considering an Ordinance to allow for collection action in the Northland Village Mobile Home Park for Special Assessments owed to the City of Gillette. The total of the delinquent assessments is \$101,691.55, and is owed by nineteen (19) lots in the subdivision.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I would like to open a public hearing to consider an Ordinance Pursuant to Wyoming Statute 15-6-420 to Declare a Default on Assessments in the Northland Village Mobile Home Park and authorizing collection actions for the same.

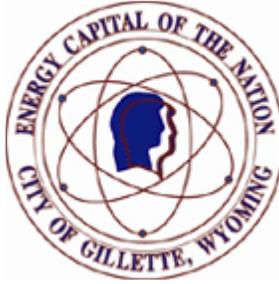
STAFF REFERENCE:

Pat Davidson, Assistant City Attorney

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: 10/4/2016 7:00:00 PM

SUBJECT:

An Ordinance Pursuant to Wyoming Statute 15-6-420 Declaring a Default on Assessments in the Northland Village Mobile Home Park, Authorizing Certificates of Delinquency, and Authorizing Litigation in the District Court, Sixth Judicial District, for Purposes of a Foreclosure Action on the Delinquencies.

BACKGROUND:

On February 23, 2007 the City of Gillette passed Ordinance No. 3472 creating the Northland Village Mobile Home Park Local Improvement District (LID). The purpose of the LID was to assist in the construction of water and sewer lines and roads within the Subdivision. The original cost of the project was \$869,002.80. Each lot was assessed a special assessment in the amount of either \$6,931.91 or \$7,020.19 depending on lot location, size, and other factors.

Of the total cost of \$869,002.80, Home Owners Association Fees, savings and pre-payments reduced the final amount owed for assessment to \$755,163.93. Each lot owner was then given the opportunity to pay the assessment interest-free within 30 days or could finance the amount owed for a period of ten (10) years at the annual rate of 2.5%

Of the original 121 assessments, 91 are paid in full and the LID assessment liens have been released. Of the remaining 30 lots, nine (9) are current and are expected to be paid in full by the February 28, 2017 deadline. Two (2) are delinquent, but at this time are expected to be paid by the February 28, 2017 deadline. The remaining nineteen (19) are substantially delinquent or have made no payments on the assessment. The delinquent balance, with interest, is approximately \$101,691.55.

During the August 16, 2016 work session, council was advised of the available means for collection of the amounts owed. Council chose judicial foreclosure as the way to proceed with the collection action. Such an action is authorized by Wyoming Statute upon passage of an Ordinance. This Ordinance, as presented, provides the necessary authority to the City Attorney, the City Clerk, and the Director of Finance to collect all delinquent assessments and delinquent installments on assessments within the Northland Village Mobile Home Park.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the approval of An Ordinance Pursuant to Wyoming Statute 15-6-420 Declaring a Default on Assessments in the Northland Village Mobile Home Park, Authorizing Certificates of Delinquency, and Authorizing Litigation in the District Court, Sixth Judicial District, for Purposes of a Foreclosure Action on the Delinquencies.

STAFF REFERENCE:

Pat Davidson, Assistant City Attorney

ATTACHMENTS:

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[Northland Ordinance-Final](#)

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO WYOMING STATUTE §15-6-420 DECLARING A DEFAULT ON ASSESSMENTS IN THE NORTHLAND VILLAGE MOBILE HOME PARK, AUTHORIZING CERTIFICATES OF DELINQUENCY, AND AUTHORIZING LITIGATION IN THE DISTRICT COURT, SIXTH JUDICIAL DISTRICT, FOR PURPOSES OF A FORECLOSURE ACTION ON THE DELINQUENCIES

WHEREAS, on February 23, 2007, the City of Gillette passed Ordinance No. 3472 creating the Northland Village Mobile Home Park Local Improvement District; and

WHEREAS, pursuant to Wyoming Statute §15-6-407, any appeal of the decision of the Governing Body of the City of Gillette, with regard to the creation of the District was required to be filed with the District Court within fifteen (15) days of the Governing Body's decision; and

WHEREAS, no appeal regarding the creation of the Northland Village Mobile Home Park Local Improvement District was timely filed with the District Court, and the time to file any such appeal has lapsed; and

WHEREAS, on April 20, 2007, the City Clerk of the City of Gillette, Wyoming did cause to be filed a *Lien Statement* with the Campbell County Clerk and Ex Officio of Deeds, and is recorded in Book 45 of Liens, Pages 619-626, and bearing receipt number 890647; and

WHEREAS, pursuant to Wyoming Statute §15-6-406, the *Lien Statement* shall be paramount and superior to any other lien or encumbrance created before or after the filing of the *Lien Statement*, except a lien for assessment for general taxes; and

WHEREAS, pursuant to Wyoming Statute §15-6-408, the imposition of the special assessment and the filing of the *Lien Statement* is conclusive in all things and cannot be otherwise contested or questioned once the time to appeal has lapsed; and

WHEREAS, all amounts due and owing under the terms of Ordinance No. 3472, are due and to be paid in full on or before February 28, 2017; and

WHEREAS, pursuant to Wyoming Statute §15-6-421 the Governing Body of the City of Gillette may provide for the issuance for a certificate of delinquency for purposes of establishing a penalty and an interest rate on all delinquent installments or assessments; and

WHEREAS, pursuant to Wyoming Statute §15-6-419, the Governing Body of the City of Gillette may proceed with a collection action in the District Court to recover sums owed for delinquent installments and delinquent assessments, including foreclosure of the same; and

WHEREAS, in light of the known delinquencies in both installments and assessments within the Northland Village Mobile Home Park Local Improvement District, the Governing Body of the City of Gillette finds it necessary to set forth the terms of collection of amounts due and owing, and establish authority to engage in the same.

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

SECTION ONE: The Director of Finance, or his designee, shall contact each homeowner within the Northland Village Mobile Home Park, for which a balance remains on the assessment, in writing, and provide them a copy of this Ordinance and their outstanding balance owed the City of Gillette on the special assessment. The Director of Finance, or his designee, shall further assist any homeowner in calculating pay-off amounts and suggesting possible outside financing options that may be available to them to clear their outstanding balance.

SECTION TWO: After February 28, 2017, the City Clerk is hereby authorized to issue Certificates of Delinquency under Wyoming Statute §15-6-421, and file the same as a lien against each delinquent assessment or delinquent installment, bearing interest at the statutory rate of twelve percent (12%) per year, and seek the foreclosure of the same as set forth under Wyoming Statute §15-6-421.

SECTION THREE: After February 28, 2017, the Director of Finance and the City Attorney are authorized to initiate litigation, under Wyoming Statute §15-6-419, in the Sixth Judicial District, Campbell County, Wyoming, in the name of the City of Gillette, for purposes of collection and enforcement of any delinquent assessment or delinquent installment within the Northland Village Mobile Home Park.

SECTION FOUR: After February 28, 2017, the Director of Finance and the City Attorney are authorized to seek judgments against each property for which a delinquent assessment or delinquent installment exists within the Northland Village Mobile Home Park, and shall, as allowed by Wyoming law, seek to foreclose and sell each lot or lots as may be required to reimburse the City for monies owed.

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

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published: _____, 2016