



CITY COUNCIL AGENDA
201 E 5th Street, Council Chambers
CITY OF GILLETTE
Monday, April 1, 2013
7:00 PM

A. Call to Order.

B. Invocation.

1. [Invocation Led by Reverend Bill Morel of Family Life Church.](#)

Staff Reference:

C. Pledge of Allegiance.

D. Approval of General Agenda.

E. 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. Approval of Minutes

- a. **Pre-Meeting - March 18, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

- b. **Regular Meeting - March 18, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

- c. **City/County/Town of Wright - March 19, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

2. Unfinished Business - Consent Agenda

3. Ordinance Third Reading - Consent Agenda

4. Ordinance Second Reading - Consent Agenda

- a. **An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Westover Road - Skyline Drive Annexation Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial Zoning District, Subject to all Planning Requirements.**

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

5. New Business - Consent Agenda

- a. **Council Consideration of a Permanent Waterline and General Utility Easement and Temporary Construction Easement for the Gillette Madison Pipeline Project with Dry Creek Holding, LLC, in the Amount of \$20,250.00.**
Staff Reference: Kendall Glover, Utilities Director
- b. **Council Consideration of Amendment Number One to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Gillette for the Boxelder Road (Overdale Dr. - WYO 50) Project.**
Staff Reference: Dustin Hamilton, P.E., Director of Engineering & Development Services
- c. **Bills and Claims.**
Staff Reference: Tom Pitlick, Finance Director

F. Approval of Conflict Claims - General Agenda.

1. [Council Member Carter-King - \\$2,932.61.](#)
Staff Reference: Tom Pitlick, Finance Director

G. Oral Comments.

1. [Recognition of Years of Service
~ Mark Wernsmann, Lead Master Technician, Administrative Services Department, 25 Years](#)
Staff Reference: Pamela L. Boger, Administrative Services Director
2. [A Proclamation Designating the Month of April 2013 as Alcohol Awareness Month.
~ Susan Shippy, Substance Abuse Advisory Council](#)
Staff Reference:
3. **For the Good of the Community**
 - a. **LunneTunes**
Staff Reference: VIDEO
Michael Foote, Interim Public Information Officer
4. **Public Comments**
5. **Council Reports**

H. Written Comments.

I. Unfinished Business - General Agenda.

J. Ordinance Third Reading - General Agenda.

1. [TABLED
An Ordinance to Amend Section 17-21 of the Gillette City Code Concerning Water Wasting.](#)
Staff Reference: Charlie Anderson, City Attorney
2. [An Ordinance Amending Gillette City Code Sections 17-6.A.1, 17-6.B.1, 17-6.C.1, 17-6.D.1., 17-6. E.1, and 17-6.G. to Revise Rates for Electrical Service Within the City of Gillette.](#)
Staff Reference: Kendall Glover, Utilities Director
Charlie Anderson, City Attorney
3. [An Ordinance Amending Section 9-1\(L\) of the Gillette City Code to Increase the Refuse Collection Fees for Solid Waste Pickup.](#)
Staff Reference: Kendall Glover, Utilities Director
Charlie Anderson, City Attorney
4. [An Ordinance to Revise Rates for Wastewater Service Furnished by the City of Gillette.](#)

Staff Reference:Kendall Glover, Utilities Director
Charlie Anderson, City Attorney

K. Ordinance Second Reading - General Agenda.

L. Ordinance First Reading - General Agenda.

1. [An Ordinance Providing for the Vacation of a Portion of a 50 Foot Wide General Utility Easement Located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision in the City of Gillette, Wyoming, Subject to all Planning Requirements.](#)

Staff Reference:MAP
Dustin Hamilton, P.E., Director of Engineering & Development Services

M. New Business - General Agenda.

1. [TABLED ITEM](#)
[Council Consideration of a Resolution to Authorize the Annexation of Complex.](#)

Staff Reference:MAP
Charlie Anderson, City Attorney

2. [Council Consideration of a Pipeline License Agreement for a 12" Water Line Crossing of the Railroad Right of Way Along the Line of Butler Spaeth Road with Railroad Management Company, LLC.](#)

Staff Reference:Kendall Glover, Utilities Director

3. [Council Consideration for the Acceptance of Public Improvements for the Quiet Zones Project, Installed by Powder River Construction, Inc., in the Amount of \\$580,186.62.](#)

Staff Reference:VIDEO
Dustin Hamilton, P.E., Director of Engineering & Development Services

4. [Council Consideration of a Professional Services Agreement for Construction Management Associated with the Sunflower Park Drainage Improvements Project with HDR Engineering, Inc., in the Amount of \\$140,936.00.](#)

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

5. [Council Consideration of a Bid Award for the PMS 2013 Schedule A Project to Simon Contractors in the Amount of \\$1,116,094.20.](#)

Staff Reference:MAP/VIDEO
Dustin Hamilton, P.E., Director of Engineering and Development Services

6. [Council Consideration of a Professional Services Agreement for Construction Management Associated with the PMS 2013 Schedule A Project with PCA Engineering, Inc., in the Amount of \\$110,075.00.](#)

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

7. [Council Consideration of a Professional Services Agreement for Phase I - Preliminary Design Services Associated with the Gillette Avenue Improvements Project with HDR, Inc., in the Amount of \\$248,680.00.](#)

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

N. Appointments.

O. Administrator's Report.

P. Special Orders of the Day

1. [A Public Hearing for the Zoning Map Amendment for Property Generally Located at 2809 Dogwood Avenue and Legally Described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is Proposed as Lot 1C, Block 5, Stocktrail Subdivision, From C-1, General Commercial District, to I-1, Light Industrial District.](#)

Staff Reference:VIDEO
Dustin Hamilton, P.E., Director of Engineering and Development Services

2. [An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Generally Located at 2809 Dogwood Avenue and Legally Described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is Proposed as Lot 1C, Block 5, Stocktrail Subdivision, From C-1, General Commercial District, to I-1, Light Industrial District, Subject to all Planning Requirements.](#)

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

Q. Executive Session

R. Adjournment

MAYOR

Tom Murphy

COUNCIL MEMBERS BY WARDS

WARD 1

Kevin McGrath

Louise Carter - King

WARD 2

Forrest Rothleutner

John Opseth

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: 4/1/2013 7:00:00 PM

SUBJECT:

Invocation Led by Reverend Bill Morel of Family Life Church.

BACKGROUND:

ACTUAL COST VS. BUDGET:

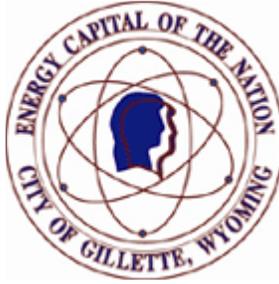
SUGGESTED MOTION:

STAFF REFERENCE:

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: 4/1/2013 7:00:00 PM

SUBJECT:

Pre-Meeting - March 18, 2013.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Karlene Abelseth, City Clerk

ATTACHMENTS:

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[Pre-Meeting - March 18, 2013](#)

COUNCIL PROCEEDINGS

Council Pre-Meeting

March 18, 2013

6:00 p.m.

A Pre-Meeting of the City Council of the City of Gillette, County of Campbell, State of Wyoming, was held on Monday the 18th day of March 2013, in the third floor conference room of City Hall, pursuant to due notice and call. The Presiding Officer called the meeting to order and upon roll call the following were found to be present:

Council Members present: Ted Jerred, Kevin McGrath, John Opseth, Louise Carter-King, Robin Kuntz, and Mayor Tom Murphy.

Council Member absent: Forrest Rothleutner

Staff present: J. Carter Napier, City Administrator; Charlie Anderson, City Attorney; Pamela L. Boger, Administrative Services Director; Kendall Glover, Utilities Director; Dustin Hamilton, Director of Engineering and Development Services; Tom Pitlick, Finance Director; Sawley Wilde, Public Works Director; Jim Hloucal, Police Chief; John Aguirre, Human Resource Director; Michael Foote, Sustainability Coordinator; Todd Merchen, Senior Civil Engineer; Kris Jones, Utility Services Supervisor, Interim Public Information Officer; Patti Davidsmeier, Community & Gov't Relations Manager; and Karlene Abelseth, City Clerk.

Warm Up Items

Councilman Opseth stated that he has been contacted by concerned citizens regarding the need for a public vote on the Field of Dreams. He requested that Public Information Officer Lunne prepare a public notice to explain the reasons the project is not subject to public vote.

Mayor Murphy stated that a petition has been received from a concerned neighborhood regarding the conversion of solid waste services from 3-yard dumpsters to roll outs. City Administrator Napier stated that there will be a neighborhood meeting from 4:00 p.m. to 6:00 p.m. on Wednesday, March 20, 2013, in the Community Room at City Hall to discuss the issue.

Councilman McGrath requested information regarding the Fire Department's parking lot. City Administrator Napier informed Council that the issue is being researched and information will be provided, when available.

City Administrator Napier stated that the Cemetery District is in the process of reconstructing their water tank. Director of Engineering and Development Services Hamilton presented information regarding issues with the cemetery water tank slip lines and drain lines that run under the community swimming pool, which explains the reasoning for the settling issues experienced in the pool area. Measures will be taken to repair the lines in a timely manner in an attempt to minimize the disruption of the operation of the community swimming pool.

Campbell County Public Land Board Update

Campbell County Public Land Board Members, Brian Baglien and Jordan Ostlund, introduced Larry Gaffey, the new General Manager for the CAM-PLEX. The Board Members gave a brief overview of their upcoming budget requests. General Manager Gaffey invited Council to attend the upcoming CAM-PLEX tour and gave an overview of upcoming events.

Pay for Performance

City Administrator Napier re-addressed the issue of establishing a Pay for Performance plan. He reiterated that he is not requesting pay increases for employees at this time, but encouraging Council to consider developing a strategy to implement a program that can be used for each year's budget process. A Pay for Performance program would formalize the management of the City's largest category of expense, and provide a tool for budgeting. City Administrator Napier stated that the Pay for Performance Plan could be a standard, utilized similarly to the certification wage increase. Present policy allows a wage increase for each certification received by employees. Pay for Performance, when managed appropriately, has the opportunity and ability to save the City money over the long term. Councilman McGrath expressed concern that rate increases, based on percentages, are not equitable for all employees. Councilman Jerred expressed concern that if a Pay for Performance Plan is adopted, employees would expect a pay increase every year. Councilman Opseth asked if Council would still have the final decision as to whether merit increases would be allowed for a particular budget year. City Administrator Napier stated that Council maintains the full ability every budget year to control the amounts, if any, allotted for merit increases. Councilman Kuntz does not want a plan with established percentages for rate increases because he feels employees would expect to see those rate increases every year. City Administrator Napier was given the direction to prepare a document for Council's approval, implementing the standard of 1%, 2%, 3%, Pay for Performance Plan, with the understanding that Council would maintain the decision of merit increases, if revenues allow, for each budget period.

Agenda Discussion

The group discussed the agenda items for the upcoming March 18, 2013, Council Meeting.

Adjournment

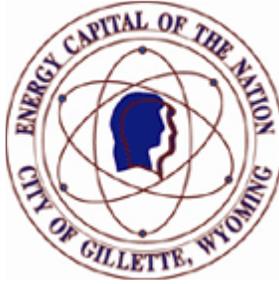
There being no further business to come before the Council, the meeting adjourned at 6:55 p.m.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

Publication Date: March 27, 2013



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Regular Meeting - March 18, 2013.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Karlene Abelseth, City Clerk

ATTACHMENTS:

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[Regular Meeting - March 18, 2013](#)

COUNCIL PROCEEDINGS

REGULAR

March 18, 2013

7:00 p.m.

A meeting of the City Council, of the City of Gillette, County of Campbell, State of Wyoming, was held on Monday the 18th day of March 2013, in the Council Chambers of City Hall, the regular meeting place of said Council in said City, pursuant to due notice and call. The Presiding Officer called the meeting to order and upon roll call the following were found to be present:

Council Members present: Louise Carter-King, Robin Kuntz, Ted Jerred, Kevin McGrath, John Opseth, and Mayor Tom Murphy.

Council Member absent: Forrest Rothleutner.

Staff present: J. Carter Napier, City Administrator; Charlie Anderson, City Attorney; Pamela L. Boger, Administrative Services Director; Kendall Glover, Utilities Director; Dustin Hamilton, Director of Engineering and Development Services; Jim Hloucal, Chief of Police; Tom Pitlick, Finance Director; Sawley Wilde, Public Works Director; Michael Foote, Sustainability Coordinator; Kris Jones, Utility Services Manager; Joe Lunne, Public Information Officer; Patti Davidsmeier, Community & Gov't Relations Manager; and Karlene Abelseth, City Clerk.

Thereupon the following proceedings were had and taken. Reverend Ed Sisti of Open Door Church gave the Invocation. The Pledge of Allegiance was led by Councilman McGrath.

The Presiding Officer called for approval of the General Agenda. It was moved by Councilwoman Carter-King and seconded by Councilman McGrath to approve the General Agenda. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Carter-King, Kuntz, Jerred, McGrath, Opseth, and Mayor Murphy. The Presiding Officer declared the motion carried.

The Presiding Officer called for approval of the Consent Agenda. The Consent Agenda consists of the following:

Approval of Minutes

- Pre-Meeting - March 4, 2013.
- Regular Meeting - March 4, 2013.
- Executive Session - March 4, 2013.

New Business

Bills and Claims

A & B BUSINESS EQUIPMENT INC.	291.81
ACTION LOCK AND KEY	334.00
ADECCO EMPLOYMENT SERVICES	1,499.19
AIR-TECH INC.	408.55
AIRGAS INTERMOUNTAIN	402.30
ALSCO	1,533.59
ANIMAL MEDICAL CENTER OF WYO LLC	1,009.00
ARROW PRINTING & GRAPHICS, INC	4,414.00
AT&T MOBILITY NATIONAL ACCOUNTS	3,837.50
AVI SYSTEMS	7,260.62
BEAR'S NATURALLY CLEAN	89.30

BIG HORN VETERINARY HOSPITAL	325.00
BLUE CROSS-BLUE SHIELD OF WYOMING	232,446.28
BORDER STATES ELECTRIC	16,800.88
BOYS AND GIRLS CLUB	33,500.00
BREANNA'S BAKERY	23.99
BRIDGE COMMUNICATIONS	350.00
BRUCE ENGINEERING SERVICES CORP	1,325.75
CAMPBELL COUNTY ABSTRACT	29,591.00
CAMPBELL COUNTY CHAMBER	2,025.25
CAMPBELL COUNTY COORDINATED	956.56
CAMPBELL COUNTY JOINT POWERS	216,823.00
CAMPBELL COUNTY OBSERVER	800.00
CAMPBELL COUNTY SENIOR CITIZEN	87,500.00
CAMPBELL COUNTY SHERIFF	10,850.00
CARTER-KING, LOUISE	23.73
CENTURYLINK-PHONE CHARGES	2,505.72
CHOPHOUSE RESTAURANT, THE	390.00
CITY OF GILLETTE-PETTY CASH	69.00
CLARK SAFETY/LOSS CONTROL SERV	900.00
COLLINS COMMUNICATIONS, INC	19,906.04
CONSOLIDATED ENGINEERS, INC.	18,841.66
CONTRACTORS SUPPLY, INC.	2,013.48
CRESCENT ELECTRIC SUPPLY	2,381.28
CUES, INC.	2,100.29
CUMMINS ROCKY MOUNTAIN, INC.	2,481.45
DALE BUCKINGHAM ARCHITECTS, LLC.	8,979.35
DANA KEPNER COMPANY, INC.	3,387.00
DELTA DENTAL OF WYOMING	19,843.23
DESERT MOUNTAIN CORP	72,298.08
DRM INC	51,537.48
DXP ENTERPRISES, INC	1,074.20
E Z TOWING & RECOVERY, INC	594.37
ECOBADMIN.COM, INC.	263.00
EDGE CONSTRUCTION SUPPLY	4,660.15
EFLEXGROUP.COM, INC.	6,834.57
EMBROIDERY PLACE, THAT	67.98
ENTENMANN ROVIN CO.	92.36
EXPRESS-SCRIPTS, INC.	51,861.70
FAMILY HEALTH	492.00
FARMER BROTHERS COMPANY	662.03
FEDERAL EXPRESS CORP.	503.03
FIRST INTERSTATE BANK-GILLETTE	16,643.95
FIRST INTERSTATE BANK-MT	38.20
FIRST NAT'L BANK-GILLETTE	47,757.62
FORCE AMERICA, INC.	102.98
FRANKLIN, SHAWN	200.00
FRANKS ALIGNMENT	68.00
GILLETTE WINNELSON COMPANY	3,743.36
GLOVER, KENDALL	499.96
GOOGLE INC	8,500.00
GOURMET ON THE GO, LLC	365.00
GOVCONNECTION	715.10
GREENLINE EQUIPMENT	224.24
HD SUPPLY POWER SOLUTIONS, LTD	85,192.18

HDR ENGINEERING, INC	34,754.22
HKM ENGINEERING INC.	14,922.10
HLADKY CONSTRUCTION	700.00
HOMAX OIL	2,109.36
ICMA RETIREMENT TRUST 401	272.85
ICMA RETIREMENT TRUST-457	6,696.18
ING EMPLOYEE BENEFITS	143.75
INTEGRATED INFORMATION SOLUTIONS	700.00
INTERMOUNTAIN SWEEPER CO.	107.52
ISC INC.	5,813.00
JACK'S HEAVY EQUIPMENT	637.39
JUDICIAL VENDORS	1,131.19
KADRMAS, LEE & JACKSON, INC.	6,259.60
KENDIG KEAST COLLABORATIVE	16,298.09
KIMBERLING, OWEN	250.00
KRAMER'S CARPET CLEANING	498.00
KRIZ-DAVIS COMPANY	5,685.62
KUNTZ, ROBIN M.	14.98
KUSTOM SIGNALS, INC	782.72
MCM GENERAL CONTRACTORS	26,490.15
MIDWEST FINDS	650.00
MISC. VENDOR	531.96
MORRISON MAIERLE, INC.	55,532.61
MURPHY, TOM	38.28
MYERS, AMANDA	100.00
NATIONAL IMPRINT CORPORATION	240.15
NEVE'S UNIFORM INC.	180.93
NEWMAN SIGNS, INC.	1,543.35
NEWS RECORD	6,699.06
NORCO, INC	809.12
NORTHWEST LINEMAN COLLEGE	506.00
NORTON CONSTRUCTION CORP	148,860.00
OCCUPATIONAL TESTING INC (OTI)	470.00
OVERHEAD DOOR CO COPR	426.00
PAINTBRUSH SEWER & DRAIN	440.00
PCA ENGINEERING, INC.	61,426.49
PINKERTON CONSULTING & INVESTIGAT	168.00
POWDER RIVER ENERGY CORP.	4,103.17
POWDER RIVER OFFICE SUPPLY	3,146.22
POWER ENGINEERS INC.	2,119.99
PRIME POWER & COMMUNICATIONS	26,638.00
PRO BUILT HOMES, INC.	560.00
PROELECTRIC, INC.	49,663.95
QUALITY FLOOR COVERING, LLC	2,612.34
RAILROAD MANAGEMENT CO. III, LLC	500.00
RDG SCHUTTE WILSCAM BIRGE	7,455.00
REDROCK TOWING, LLC	155.00
RINGER LAW, P.C.	4,015.00
ROCKY MOUNTAIN BUSINESS EQUIP, LLC	558.05
RYTHER, WAYNE	114.36
S & S BUILDERS, LLC.	161,295.89
SHIELDS PLUMBING HEAT & AIR	765.00
SICKS, ALLEN	3,000.00
SIGNBOSS LLC	422.39

SOURCE EQUIPMENT	714.96
SOUTHERN COMPUTER WAREHOUSE	112,659.80
SOUTHWESTERN EQUIPMENT COMPANY	91.92
SPENCER FLUID POWER	158.61
SPIEGEL & MCDIARMID, LLP	6,855.00
STACIE MCDONALD PR CONSULTING	450.00
STUART C. IRBY CO.	252.27
SUNGARD PUBLIC SECTOR INC.	74.42
T-M SERVICE COMPANY INC	5,563.08
THE ACTIVE NETWORK, INC	2,800.00
TRU-TECH PRODUCTS	1,736.46
TYLER TECHNOLOGIES INC.	16,619.18
U S IDENTIFICATION MANUAL	82.50
U S POSTAL SERVICE	200.00
U S TREASURY-EFTPS	198,731.44
ULTIMATE OFFICE	63.45
UMB BANK-CARD CENTER	108,128.70
UNTAMED DESIGN LLC	315.00
UTILITY OVERPAYMENTS ONLY	3,433.65
VAN EWING CONSTRUCTION CORP	429,818.59
VERIZON WIRELESS	160.06
VISIONARY COMMUNICATIONS	451.88
VOLVO CONSTRUCTION EQUIPMENT RENTS	966.39
WAGNER, JEREMIAH	250.00
WATERWORKS INDUSTRIES INC	793.35
WAUSAU EQUIPMENT COMPANY, INC.	3,424.46
WESCO DISTRIBUTION, INC.	52,559.75
WEST PLAINS ENGINEERING	175.00
WESTERN WASTE SOLUTIONS, INC	10,566.30
WHITE'S FRONTIER MOTORS	1,827.00
WIRELESS ADVANCE COMMUNICATION	8,599.40
WYODAK RESOURCES DEVELOPMENT CORP.	33,266.00
WYOMING DEPARTMENT OF TRANSP	1,423.47
WYOMING STATE-REVENUE & TAX	108,155.60
WYOMING WATER SOLUTIONS	27.00
WYOPASS	550.00
WYOSTAR	4,228,172.08
Y ENVIRONMENTAL	2,034.90

It was moved by Councilman Jerred and seconded by Councilman McGrath to approve the Consent Agenda. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Kuntz, Jerred, McGrath, Opseth, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

Approval of Conflict Claims

It was moved by Councilman McGrath and seconded by Councilman Opseth to approve a conflict claim for Councilwoman Carter-King in the amount of \$5,067.91 (Internet reimbursement, \$23.73 - Powder River Office Supply, \$5,044.18). Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Jerred, McGrath, Opseth, Kuntz, and Mayor Murphy. Councilwoman Carter-King abstained. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman McGrath to approve a conflict claim for Councilman Kuntz in the amount of \$14.98 for internet reimbursement. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Carter-King, Jerred, and Mayor Murphy. Councilman Kuntz abstained. The Presiding Officer declared the motion carried.

It was moved by Councilman McGrath and seconded by Councilwoman Carter-King to approve a conflict claim for Mayor Murphy in the amount of \$38.28 for travel reimbursement to the National League of Cities conference. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Opseth, Carter-King, Kuntz, Jerred, and McGrath. Mayor Murphy abstained. The Presiding Officer declared the motion carried.

For the Good of the Community

Councilman McGrath expressed his appreciation to the Girl's Basketball Team for their participation in the State Championship games.

Mayor Murphy stated he was honored to be a judge in the "Gillette's Got Talent" contest. Mayor Murphy said it was well attended and that Gillette has a lot of talented citizens.

Councilman Kuntz informed the public that Councilman Rothleutner isn't present at tonight's meeting as he is with his wife who is in labor with their second child.

Public Comments

Mayor Murphy asked for public comments. There were none.

Council Reports

Mayor Murphy asked for Council reports. There were none.

Written Comments

Mayor Murphy asked for written comments. City Clerk Abelseth reported that emails were received from Kathy Halverson and Norman Gram concerning the Water Wasting Ordinance. Mr. Gram also commented on the Spring Clean-Up Program.

Ordinance Third Reading

ORDINANCE 3785

AN ORDINANCE TO PROVIDE NEW REGULATIONS FOR FALSE ALARMS AND AMEND THE GILLETTE CITY CODE

It was moved by Councilwoman Carter-King and seconded by Councilman Opseth to approve the foregoing Ordinance on third and final reading. Mayor Murphy asked for discussion. Scott Clem stated he agrees that something needs to be done concerning the false alarms, however, feels the administrative fees are too restrictive and asked the Council to reconsider an alternative. Councilman McGrath reiterated that he feels it is the responsibility of the Police to respond to all calls. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Carter-King, Kuntz, Jerred,

Opseth, and Mayor Murphy. Council Member voting nay: McGrath. The Presiding Officer declared the motion carried.

ORDINANCE 13-04

AN ORDINANCE TO AMEND SECTION 17-21 OF THE GILLETTE CITY CODE
CONCERNING WATER WASTING

It was moved by Councilman Jerred and seconded by Councilman McGrath to approve the foregoing Ordinance on third and final reading. It was moved by Council President Opseth and seconded by Councilman McGrath to table the foregoing Ordinance until the April 1, 2013, meeting. Roll was called on the motion to table with the following results. Council Members voting aye: Jerred, McGrath, Opseth, Carter-King, Kuntz, and Mayor Murphy. The Presiding Officer declared the motion carried and the Ordinance tabled.

Ordinance Second Reading

ORDINANCE 13-05

AN ORDINANCE AMENDING GILLETTE CITY CODE SECTIONS 17-6 A.1, 17-6 B.1, 17-6.C.1, 17-6.D.1, 17-6.E.1, AND 17-6.G. TO REVISE RATES FOR ELECTRICAL SERVICE WITHIN THE CITY OF GILLETTE

It was moved by Councilman Opseth and seconded by Councilwoman Carter-King to approve the foregoing Ordinance on second reading. Mayor Murphy asked for discussion. Cathy Rainy questioned the need for the rate increases and expressed her concerns about the same. After the discussion, roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Carter-King, Kuntz, Jerred, and Mayor Murphy. The Presiding Officer declared the motion carried.

ORDINANCE 13-06

AN ORDINANCE AMENDING SECTION 9-1(L) OF THE GILLETTE CITY CODE TO INCREASE THE REFUSE COLLECTION FEES FOR SOLID WASTE PICKUP

It was moved by Councilman McGrath and seconded by Councilman Jerred to approve the foregoing Ordinance on second reading. Mayor Murphy asked for discussion. Diane Solomon asked how Gillette's utility rates compare with other cities of comparable size. City Administrator Napier stated that Gillette's utility rates, as a whole, are extremely competitive. Ms. Solomon asked how Gillette's revenues compare with other cities. Mr. Napier stated what sets Gillette apart from other municipalities is our low electrical rates due to Council's investment in purchasing the ability to produce our own energy. Mayor Murphy directed staff to do a comparison of utility rates with Cheyenne, Casper, Rock Springs and Laramie, and make the information available for public viewing. Dave Allison expressed his concerns with the recycling program. Scott Clem expressed his support to the Council for their decision to raise the utility rates. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Opseth, Carter-King, Kuntz, Jerred, McGrath, and Mayor Murphy. The Presiding Officer declared the motion carried.

ORDINANCE 13-07

AN ORDINANCE TO REVISE RATES FOR WASTEWATER SERVICE FURNISHED BY THE CITY OF GILLETTE

It was moved by Councilman Kuntz and seconded by Councilman McGrath to approve the foregoing Ordinance on second reading. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Carter-King, Kuntz, Jerred, McGrath, Opseth, and Mayor Murphy. The Presiding Officer declared the motion carried.

New Business

It was moved by Councilman Jerred and seconded by Councilman McGrath to approve Parks & Beautification By-Laws. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Kuntz, Jerred, McGrath, Opseth, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilman McGrath to approve a professional services agreement for construction management services associated with the Water Tank Rehabilitation (Z1-R1) Painting Project with Morrison-Maierle in the amount of \$47,845. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Jerred, McGrath, Opseth, Carter-King, Kuntz, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Jerred and seconded by Councilwoman Carter-King to approve a Resolution to authorize the annexation of Campex. It was moved by Council President Opseth and seconded by Councilman Jerred to table the Resolution until the April 1, 2013, Council Meeting. Roll was called on the motion to table with the following results. Council Members voting aye: Opseth, Carter-King, Kuntz, Jerred, McGrath, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Jerred and seconded by Councilman McGrath to approve a bid award for the Alley PMS 2013 Project to S&S Builders, LLC, in the amount of \$194,494.85. Mayor Murphy asked for background information. City Administrator Napier explained this project will include the total surface and sanitary sewer replacement line of the alley between Osborne Avenue and Emerson Avenue from Third Street to Fourth Street, also known as the "Maycock Alley", and the total surface replacement of the alley between East Laramie Street and East Lincoln Street east from Bundy Avenue, including 10 linear feet of sanitary sewer, also known as the "East Alley." There were seven bids received with respect to this project and S&S Builders is the apparent low bidder. The engineer's estimate for this project was \$222,204. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Carter-King, Kuntz, Jerred, McGrath, Opseth, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilwoman Carter-King to approve a professional services agreement for construction management associated with the Alley PMS 2013 Project with Bruce Engineering, Inc., in the amount of \$43,863. Mayor Murphy asked for discussion. Councilman Kuntz asked why the percentage associated with the project's cost is so high. City Administrator Napier stated that alley projects can be complex due to the utilities that go through the alley's, and there is a concern there could be an oversight in costs; staff wants to ensure that possible unforeseen oversight costs are covered. Mr. Napier noted that even though this is a 22.6% in comparison to actual construction dollars, it equates to \$877 per day and

generally speaking, the average is approximately \$1,000 per day. Steve Bruce, Bruce Engineering, Inc., thanked the Council for their consideration of his company's services for this project. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Carter-King, Jerred, McGrath, Opseth, and Mayor Murphy. Council Member voting nay: Councilman Kuntz. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman Opseth to approve a bid award for the Sunflower Park Drainage Improvements Project to Hladky Construction, Inc., in the amount of \$938,602. Mayor Murphy asked for background information. City Administrator Napier explained that there were seven bids received for this project and Hladky Construction, Inc., appears to be the low bidder. The engineer's estimate totaled \$1,465,425. Councilman McGrath asked if this will prevent the use of barricades in this area when it rains. Mr. Napier stated it should be more successful now with water run-off than what it is currently. Councilman Kuntz asked if they were changing the size of the culverts. Director of Engineering and Development Services Hamilton explained the major components pertaining to this project would be widening the trickle channel and improving the aprons to some of the crossings as well as access to the channel, but there will be no focus on improving the street crossings during this project. After further discussion, roll was called on the motion with the following results. Council Members voting aye: Kuntz, Jerred, McGrath, Opseth, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

Administrator's Report

Mayor Murphy asked for an Administrator's Report. There was none.

Special Orders of the Day

Mayor Murphy opened into a public hearing for the Westover Road - Skyline Drive Annexation. City Administrator Napier explained that the property owner would like to sell this piece of property which consists of 2.58 acres surrounded by City property in order for the development of a commercial business. Diane Solomon asked why the City annexes properties. Mr. Napier explained annexations are done for the purpose of supplying City utilities to a property and the owner is looking to sell this property for commercial purposes and would need these types of services. After the discussion, Mayor Murphy closed the public hearing.

RESOLUTION 2411

A RESOLUTION PROVIDING FOR THE EXTENSION
OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING,
AND ANNEXATION OF A TRACT OF LAND KNOWN AS
THE WESTOVER ROAD - SKYLINE DRIVE ANNEXATION
CONTIGUOUS AND ADJOINING THE PRESENT BOUNDARIES

It was moved by Councilwoman Carter-King and seconded by Councilman Jerred to approve the foregoing Resolution for the annexation of a tract of land known as the Westover Road - Skyline Drive Annexation. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Jerred, McGrath, Opseth, Carter-King, Kuntz, and Mayor Murphy. The Presiding Officer declared the motion carried.

ORDINANCE 13-08

AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION
OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING,
AND ANNEXATION OF A TRACT OF LAND KNOWN AS
THE WESTOVER ROAD - SKYLINE DRIVE ANNEXATION
CONTIGUOUS AND ADJOINING THE PRESENT BOUNDARIES AND
ESTABLISHING A C-1, GENERAL COMMERCIAL ZONING DISTRICT,
SUBJECT TO ALL PLANNING REQUIREMENTS

It was moved by Councilwoman Carter-King and seconded by Councilman Jerred to approve the foregoing Ordinance on first reading. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Carter-King, Kuntz, Jerred, and Mayor Murphy. The Presiding Officer declared the motion carried.

Adjournment

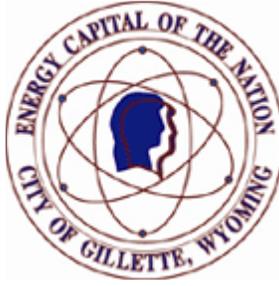
There being no further business to come before the Council, the meeting was adjourned at 8:00 p.m. The next regularly scheduled meeting will be Monday, April 1, 2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

Publication date: March 27, 2013



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

City/County/Town of Wright - March 19, 2013.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Karlene Abelseth, City Clerk

ATTACHMENTS:

Click to download

[City/County/Town of Wright - March 19, 2013](#)

COUNCIL PROCEEDINGS

City/County/Town of Wright

March 19, 2013

12:00 p.m.

A Workshop of the City Council of the City of Gillette, County of Campbell, State of Wyoming, was held on Tuesday the 19th day of March 2013, in the second floor Community Room of City Hall, pursuant to due notice and call. The Presiding Officer called the meeting to order and upon roll call the following were found to be present:

Council Members present: Ted Jerred, Forrest Rothleutner, Louise Carter-King, Kevin McGrath, and Mayor Tom Murphy.

Council Member absent: Robin Kuntz and John Opseth.

Staff present: J. Carter Napier, City Administrator; Charlie Anderson, City Attorney; Diane Monahan, Water Services Manager; Mike Cole, Utility Project Manager; Kris Jones, Utility Services Supervisor, Interim Public Information Officer; Patti Davidsmeier, Community and Gov't Relations Coordinator; and Karlene Abelseth, City Clerk.

County Commissioners present: Mickey Shober, Matt Avery, Mark Christiansen, Garry Becker and Dan Coolidge.

Others present were: Bob Palmer, Carol Seeger, Kendra Como, and other County Staff Members.

Town of Wright: No representatives were in attendance.

Agenda Items:

Joint Powers Fire Board Agreement:

The group discussed the second amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement. Councilman McGrath and Commissioner Becker informed the group of damage to the parking area around the Fire Station and after further assessment of the paving, found more extensive damage affecting the building itself. Commissioner Becker reported that impact efficiencies under the concrete needs to be addressed. Mayor Murphy feels that another opinion on the damages and options for repairs needs to be obtained. After further discussion, it was reported that City and County staff would meet that afternoon to assess the damages and then report back to their respective Boards.

Land Board Agreement:

The group discussed the third amendment to the Campbell County Public Land Board Agreement for Joint and Cooperative Action. Bob Palmer gave background information to the group concerning the agreement. Chairman Coolidge then explained the changes within highlighted areas of the draft agreement. Discussion concerning the maintenance of streets and parking areas around the Complex were discussed and Chairman Coolidge proposed that this maintenance be handled by the Land Board. By doing so, it would not burden the City, and would still reflect true costs of operating the facility. Law enforcement was discussed and the Sheriff's Department, according to Chairman Coolidge, would still provide enforcement during large events. Councilman Jerred asked that the language be added to the agreement concerning law enforcement. Chairman Coolidge felt that this issue, along with

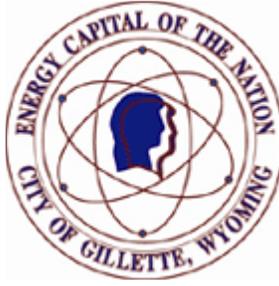
maintenance issues can be memorialized in an MOU between the two Governing Bodies. Legal staff agreed that an MOU could be an addition to the agreement. Discussion of the boundaries for the annexation occurred. Chairman Coolidge stated the County is proposing that the metes and bounds would include everything west of Fox Park Road. Mayor Murphy stated if and when the annexation is moved forward, there will be a metes and bounds description of the property that will be added to the agreement. Chairman Coolidge then went on to address the Gillette Regional Water Supply System Joint Powers Agreement. This language was added within the agreement in order for the Land Board to become a wholesale buyer of water and in addition, explore the possibility of using effluent for irrigation purposes. Mayor Murphy explained the City has researched the possibility of using effluent for irrigation in City Parks and found it to be very costly in order to meet DEQ and EPA guidelines. Mayor Murphy went on to say that if the Land Board is interested in pursuing this option in the future, it could be discussed at that time. City Administrator Napier pointed out that the City does not have wholesale customers. Commissioner Christensen stated that the Land Board maintains and repairs their fire hydrants and feels the commercial water rate charges would be valid if the City were to take over the maintenance and repairs for the same. Mayor Murphy stated the problem he sees with this proposal is if the Land Board budgets for the maintenance of the streets and roadways, and the City maintains the water lines, then it becomes an issue of who pays for what when there is a water main break. Mayor Murphy feels that all maintenance costs should stay with the Land Board. Councilwoman Carter-King stated she is in agreement with Mayor Murphy and went on to say that if it becomes the responsibility of the City to maintain the water lines, then that would be a reason to not annex the Complex. After further discussion, Mayor Murphy asked the group if Complex Proper should be looked at as one maintenance budget item and maintained by the Land Board. Chairman Coolidge suggested that the Complex remain responsible for the maintenance of its own infrastructure, and when the Madison is operational, the Complex be considered as a wholesale customer. City Administrator Napier stated that if the rate decreases, then it would be reasonable to surmise that the operational costs for the Complex would also decrease, and each entity would benefit from an operational subsidy standpoint. Chairman Coolidge then went on to explain the Duration and Termination, and the Financing and Budgeting sections within the draft agreement. Chairman Coolidge stated that the current split of the funding distribution is 86.2% funded by Campbell County and 13.8% funded by the City. The proposal in the agreement is a split of 80% from Campbell County and 20% from the City for operating costs and a 50/50 split for capital costs. Mayor Murphy stated that a majority of the Council would like to see a funding amount of 15% versus 20% and then re-visit the percentage amount for the operating costs in two years. After further discussion, it was decided that each Governing Body will discuss the options between their respective Bodies in hopes of having a resolution to the percentage amounts by the next meeting scheduled in April.

There being no further discussion, the meeting adjourned at 1:26 p.m.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Publication: March 27, 2013



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Westover Road - Skyline Drive Annexation Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial Zoning District, Subject to all Planning Requirements.

BACKGROUND:

Ordinance first reading: 6/0

The property owners have petitioned the City to annex 2.58 acres into the City limits for the purpose of future development. The Annexation Plat also includes City property and Right-of-Way controlled by Campbell County and the Wyoming Department of Transportation, bringing the total land area included in the annexation to 5.23 acres.

The land is located at the intersection of Skyline Drive and Westover Road on the east side just south of I-90. The access will be provided by the existing Westover Road. The owners are planning to sell the property for the development of a McDonald's restaurant. Any future development will be reviewed by the City and shall meet City standards. With official County authorization, the City may review requests for new development, issue permits, and conduct inspections for any construction on the land, prior to the annexation being officially approved.

This area is a logical extension of the City limits and property will be serviceable. The proposed zoning of the area is C-1, General Commercial Zoning District. The adopted Comprehensive Plan shows the future land use of this area as Mixed Use 3 which includes both commercial and industrial development. Further commercial development fits the existing land use pattern near the interstate and this vicinity. The City Council will make the final zoning determination at the time of annexation.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Westover Road - Skyline Drive Annexation Contiguous and Adjoining the Present Boundaries and Establishing a C-1, General Commercial Zoning District, Subject to all Planning Requirements on second reading.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

- [Planning Commission Minutes](#)
- [Vicinity and Aerial Map](#)
- [Exhibit A- Annexation Plat- Page 1](#)
- [Exhibit A- Annexation Plat- Page 2](#)
- [Exhibit B- Property Owner List](#)
- [Case Sheet](#)
- [Ordinance](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

City Council Chambers, City Hall
January 23, 2013 – 7:00 p.m.

PRESENT

Commission Members Present: Clark Sanders, Lee Wittler, Jennifer Thomas, Billy Montgomery, Val Elliott, and Dallas Streets.

Staff Present: Dustin Hamilton, Director of Engineering & Development Services, Staci Beecher, Planner, and Tracy Olson, Administrative Assistant.

CALL TO ORDER

Chairman Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Ms. Thomas, seconded by Mr. Streets to approve the Minutes of the City Planning Commission Meeting on January 8, 2013. The motion to approve the Minutes carried 6/0.

12.078AP – ANNEXATION PLAT – Westover Road – Skyline Drive Annexation

Mr. Streets made a motion to approve said case. Mr. Wittler seconded the motion. Ms. Beecher presented the case and stated there were no public comments regarding this case.

Robert Palmer, Strategic Land Solutions, Inc., stated McDonald's will take ownership of the entire parcel and build a new restaurant. He stated they are providing an updated design and are excited to be a part of the Gillette community.

Frank Zwolinski, CLC Associates, Inc., stated he would answer any questions and said that he was excited about the project. He also thanked Staci Beecher for the time she spent on the project.

There being no further questions or comments, a vote was taken on the motion. Motion carried 6/0.

OLD BUSINESS

None

NEW BUSINESS

Ms. Beecher stated there would not be a Planning Commission Meeting on Tuesday, February 5, 2013 due to no case submittals.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:13 p.m.

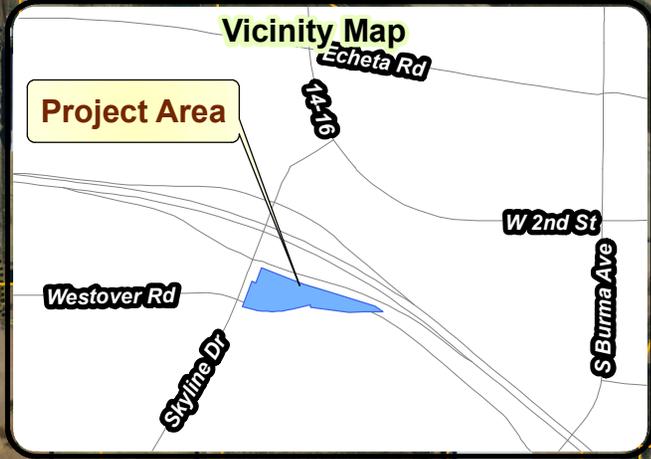
Minutes prepared by

Tracy Olson
Planning Administrative Assistant

Pcm012313minutes

Aerial Map

Project Area



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

 Projects

 Parcels

 Road Centerlines



0 190
Feet

Y:\GIS Work\Community Development\Planning\PlanningCommissionMaps\12.078AP

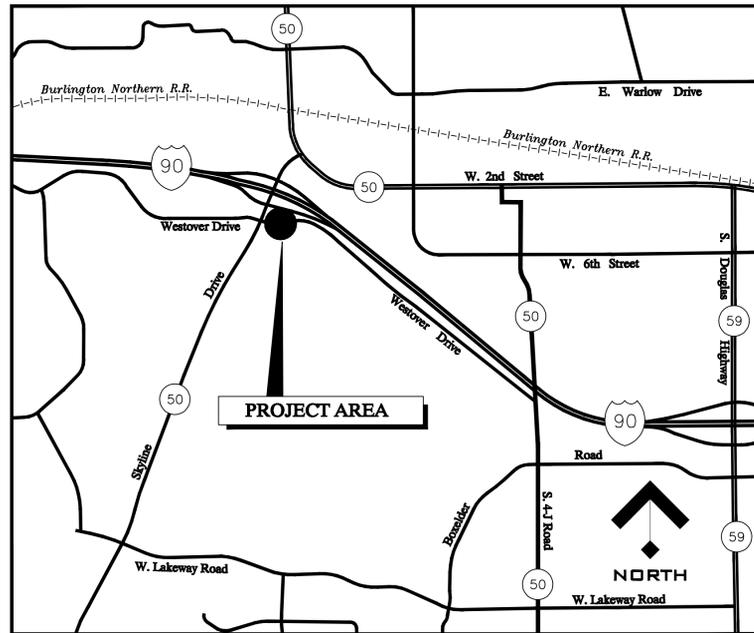


12.078AP
Annexation Plat for
Westover Road - Skyline Drive

January 23, 2012
CITY OF GILLETTE
GIS DIVISION
201 E. 5TH STREET, P.O. BOX 3003
GILLETTE, WYOMING 82717
(307) 686-5364

ANNEXATION PLAT WESTOVER ROAD - SKYLINE DRIVE

**BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20,
TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION
21, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF CAMPBELL, STATE OF WYOMING**



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION OF ANNEXATION AREA

BEING ONLY THOSE PORTIONS PORTION OF PARCEL NO. 1 AS DESCRIBED AND CONVEYED TO THE CITY OF GILLETTE IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 27, 2009 IN BOOK 2427 OF PHOTOS, PAGES 477 TO 479, THAT LIE WITHIN SECTIONS 20 AND 21, TOGETHER WITH THAT PARCEL AS DESCRIBED AND CONVEYED TO CAMPBELL COUNTY IN THAT CERTAIN QUITCLAIM DEED RECORDED JANUARY 8, 1988 IN BOOK 987 OF PHOTOS, PAGES 105 TO 106, ALSO TOGETHER WITH A PORTION OF EXHIBIT B AS DESCRIBED AND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 3, 1992 IN BOOK 1213 OF PHOTOS, PAGES 203 TO 211, INCLUSIVE, ALL LYING WITHIN SECTIONS 20 AND 21, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CAMPBELL, STATE OF WYOMING, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE USGLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 20 BEARS SOUTH 89°09'03" WEST A DISTANCE OF 2702.35 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89°09'03" WEST, 543.40 FEET TO A POINT ON THE EAST LINE OF SKYLINE DRIVE;
THENCE ALONG SAID EAST LINE OF SAID SKYLINE DRIVE, NORTH 19°48'26" EAST, 68.47 FEET TO A POINT ON THE SOUTH LINE OF WESTOVER ROAD, AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID SKYLINE DRIVE, NORTH 19°48'26" EAST, 234.72 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID EXHIBIT B;
THENCE ALONG SAID BOUNDARY, SOUTH 68°53'41" EAST, 35.23 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL NO. 1 PER BOOK 2427 OF PHOTOS, PAGES 477 TO 479;
THENCE ALONG SAID BOUNDARY OF SAID PARCEL NO. 1 THE FOLLOWING FIVE (5) COURSES:

1. NORTH 20°52'41" EAST, 140.73 FEET TO A POINT;
2. SOUTH 69°07'19" EAST, 384.64 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20;
3. SOUTH 72°47'07" EAST, 231.73 FEET TO A POINT;
4. SOUTH 72°49'22" EAST, 429.49 FEET TO A POINT;
5. SOUTH 55°26'07" EAST, 88.43 FEET TO A POINT;

THENCE LEAVING SAID BOUNDARY, SOUTH 88°55'57" WEST, 178.76 FEET TO A POINT;
THENCE SOUTH 88°53'45" WEST, 116.64 FEET TO A POINT;
THENCE NORTH 82°36'29" WEST, 338.39 FEET TO A POINT ON THE AFORMENTIONED BOUNDARY OF SAID PARCEL NO. 1 PER BOOK 2427 OF PHOTOS, PAGES 477 TO 479;
THENCE ALONG SAID BOUNDARY, NORTH 00°33'34" EAST, 22.27 FEET TO A POINT ON THE AFORMENTIONED SOUTH LINE OF WESTOVER ROAD AS DESCRIBED AND CONVEYED TO CAMPBELL COUNTY IN THAT CERTAIN QUITCLAIM DEED RECORDED JANUARY 8, 1988 IN BOOK 987 OF PHOTOS, PAGES 105 TO 106;
THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 76°47'57" WEST, 166.47 FEET TO A TANGENT CURVE TO THE RIGHT CONCAVE NORTHERLY;
2. WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 790.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 87°15'05" WEST AND HAS A CHORD LENGTH OF 434.17 FEET, THROUGH A CENTRAL ANGLE OF 31°53'56"; FOR AN ARC LENGTH OF 439.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 228,070 SQUARE FEET OR 5.236 ACRES OF LAND, MORE OR LESS.

END OF LEGAL DESCRIPTION.

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED THIS _____ DAY OF _____, A.D. 20____, BY THE CITY ENGINEER OF GILLETTE, WYOMING.

CITY ENGINEER _____

ANNEXATION CERTIFICATE

THIS ANNEXATION PLAT, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS A TRUE AND CORRECT MAP OF THE AREA TO BE ANNEXED, AND IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S).

DUANE E. NEWTON, TRUSTEE OF THE DUANE E. NEWTON REVOCABLE TRUST _____ DATE _____

STATE OF WYOMING)
COUNTY OF CAMPBELL) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY DUANE E. NEWTON, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LOIS MARLENE NEWTON, TRUSTEE OF THE LOIS MARLENE NEWTON REVOCABLE TRUST _____ DATE _____

STATE OF WYOMING)
COUNTY OF CAMPBELL) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY LOIS MARLENE NEWTON, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

JOHN CRUMP, TRUSTEE OF THE JOHN CRUMP REVOCABLE TRUST _____ DATE _____

STATE OF WYOMING)
COUNTY OF CAMPBELL) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY JOHN CRUMP, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DORIS P. CRUMP, TRUSTEE OF THE DORIS P. CRUMP REVOCABLE TRUST _____ DATE _____

STATE OF WYOMING)
COUNTY OF CAMPBELL) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY DORIS P. CRUMP, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

FOR THE CITY OF GILLETTE:

MAYOR _____

ATTEST: _____

CITY OF TOWN CLERK _____

SURVEYOR'S CERTIFICATE

I, BRAD T. MORTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING; THAT THIS ANNEXATION PLAT IS A TRUE CORRECT AND COMPLETE PLAT OF THE NEWTON-CRUMP PARCEL; THAT THIS SURVEY AND ITS ACCOMPANYING ANNEXATION PLAT WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION; AND THE SURVEY WAS PERFORMED DURING THE MONTH OF JUNE, 2011.

BRAD T. MORTENSEN, P.E., P.L.S.
WYOMING LICENSE NUMBER 12712
FOR AND ON BEHALF OF CLC ASSOCIATES, INC.
420 E. SOUTH TEMPLE #250
SALT LAKE CITY, UT 84111
(801) 363-5605

PROJECT BENCHMARK

CITY OF GILLETTE CONTROL POINT No. 2036

A 2-1/2" DIAMETER ILLEGIBLE USGLO BRASS CAP, MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN

PUBLISHED TOP OF CAP ELEVATION = 4591.04' (U.S. SURVEY FEET)

PROJECT BASIS OF BEARINGS

SOUTH 89°09'03" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS PUBLISHED AND PROVIDED FROM THE CITY OF GILLETTE CONTROL NETWORK AND AS MONUMENTED AND MEASURED BETWEEN THE FOUND MONUMENTS SHOWN ON AND LABELED HEREON.

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20____.

CHAIRMAN OF THE PLANNING COMMISSION _____

ATTEST:

CLERK OF THE PLANNING COMMISSION _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

APPROVED BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING THIS _____ DAY OF _____, A.D. 20____.

MAYOR _____

ATTEST:

CITY OF TOWN CLERK _____

CERTIFICATE OF RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK NUMBER _____ PAGE NUMBER _____.

COUNTY CLERK _____



CLC ASSOCIATES
8480 E. ORCHARD RD.
SUITE 3000
GREENWOOD VILLAGE
COLORADO 80111
P 303 770 8600
F 303 770 8649
CLCASSOC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

ANNEXATION PLAT
WESTOVER ROAD / SKYLINE DRIVE
WESTOVER ROAD / SKYLINE DRIVE
CAMPBELL COUNTY, WYOMING

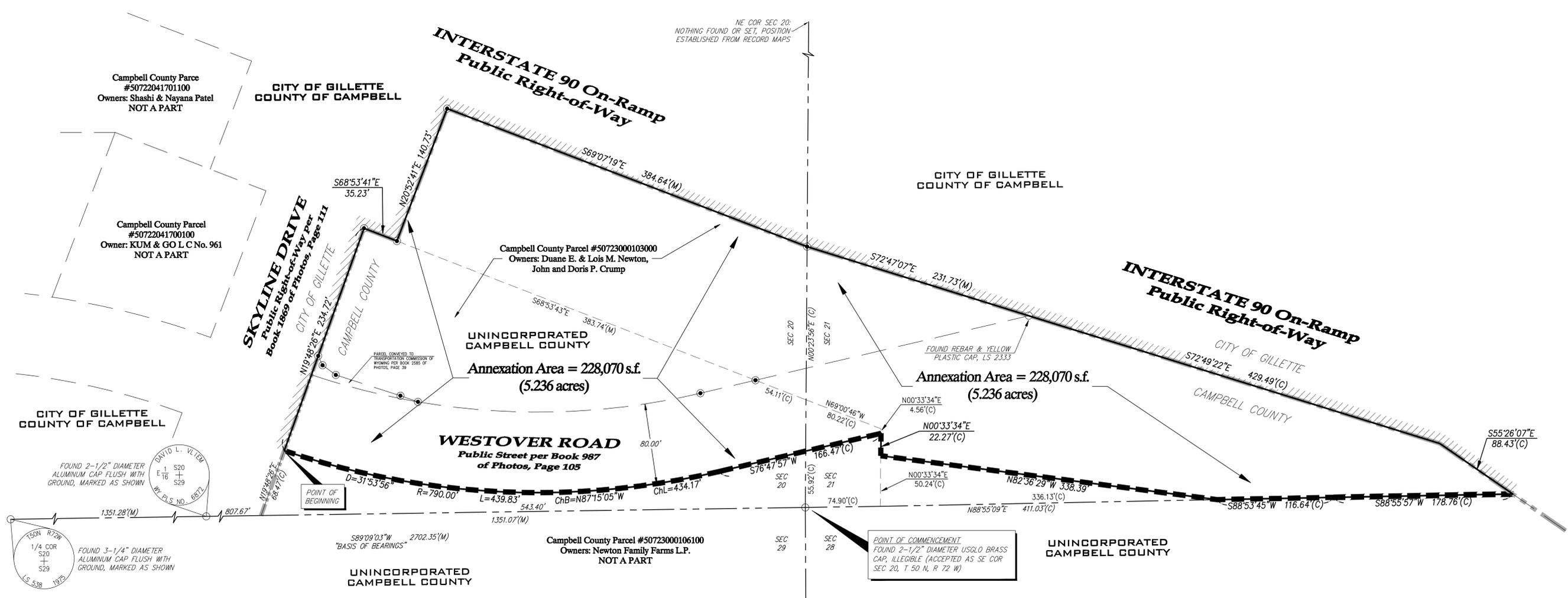
PREPARED UNDER THE DIRECT SUPERVISION OF
BRAD T. MORTENSEN, P.E.
P.L.S. WYOMING LICENSE
NO. 12712 FOR AND ON
BEHALF OF CLC ASSOCIATES

DESCRIPTION
ORIGINAL PREPARATION
DATE
11/07/12

PROJECT #: 12.0183
DRAWN BY: FMZ
DESIGNED BY: FMZ
CHECKED BY: BTM

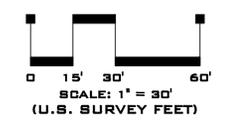
ANNEXATION PLAT WESTOVER ROAD - SKYLINE DRIVE

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20,
TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION
21, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF CAMPBELL, STATE OF WYOMING



MAP LEGEND

- MONUMENT FOUND, AS NOTED
- FOUND REBAR & 1-1/2" DIAMETER ALUM. CAP, PLS 12712, TYPICAL UNLESS NOTED OTHERWISE
- (C) CALCULATED
- (R) RECORD
- (M) MEASURED
- ADJOINING LOT OR PARCEL LINE
- - - CENTERLINE
- ▬▬▬ EXISTING CITY OF GILLETTE CORPORATE LIMITS
- ▬▬▬ EXISTING CITY OF GILLETTE CORPORATE LIMITS CONTIGUOUS WITH PROPOSED ANNEXATION BOUNDARY
- ▬▬▬ PUBLIC LANDS SURVEY SECTION LINE
- ▬▬▬ NEW CITY OF GILLETTE CORPORATE BOUNDARY PER THIS ANNEXATION/MINOR BOUNDARY ADJUSTMENT



CLC ASSOCIATES
8480 E. ORCHARD RD.
SUITE 3000
GREENWOOD VILLAGE
COLORADO 80111
P 303 770 8600
F 303 770 8848
CLCASSOC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

ANNEXATION PLAT
WESTOVER ROAD / SKYLINE DRIVE
WESTOVER ROAD / SKYLINE DRIVE
CAMPBELL COUNTY, WYOMING

PREPARED UNDER THE
DIRECT SUPERVISION OF
BRAD T. MORTENSEN, P.E.
P.L.B. WYOMING LICENSE
NO. 13713 FOR AND ON
BEHALF OF CLC ASSOCIATES

DESCRIPTION	DATE
ORIGINAL PREPARATION	11/07/12

PROJECT #: 12.0153
DRAWN BY: FMZ
DESIGNED BY: BTM
CHECKED BY: BTM

SHEET 2/2

Exhibit B

Property Owners for:

Westover Road / Skyline Drive Annexation

Property Owner and Address List:

Duane E. Newton Revocable Trust
612 Westside Drive
Gillette, WY 82718

Lois Marlene Newton Revocable Trust
612 Westside Drive
Gillette, WY 82718

John Crump Revocable Trust
501 Westside Drive
Gillette, WY 82718

Doris P. Crump Revocable Trust
501 Westside Drive
Gillette, WY 82718

City of Gillette, Wyoming
P.O. Box 3003
Gillette, WY 82716

Right-of-Way Holders:

Campbell County, Wyoming
500 South Gillette Avenue, Suite #1100
Gillette, WY 82716

Wyoming Department of Transportation
3540 East Warlow Drive
Gillette, WY 82716

Planning Commission Agenda Item for January 23, 2013

Case Number 12.078AP: Annexation Plat – Westover Road – Skyline Drive Annexation

Applicant/Owner: Duane E. Newton & Lois Marlene Newton (Revocable Trust)
John Crump & Doris P. Crump (Revocable Trust)

Agent: CLC, Associates, Inc., Frank Zwolinski
Strategic Land Solutions Inc., Robert Palmer

Summary:

The property owners have petitioned the City to annex 2.58 acres into the City limits for the purpose of future development. The Annexation Plat also includes City property and Right-of-Way controlled by Campbell County and the Wyoming Department of Transportation, bringing the total land area included in the annexation to 5.23 acres.

Background:

The land is located at the intersection of Skyline Drive and Westover Road on the east side just south of I-90. The access will be provided by the existing Westover Road. The owners are planning to sell the property for the development of a McDonald's restaurant. Any future development will be reviewed by the City and shall meet City standards. With official County authorization, the City may review requests for new development, issue permits, and conduct inspections for any construction on the land, prior to the annexation being officially approved.

This area is a logical extension of the City limits and property will be serviceable. The proposed zoning of the area is C-1, General Commercial Zoning District. The adopted Comprehensive Plan shows the future land use of this area as Mixed Use 3 which includes both commercial and industrial development. Further commercial development fits the existing land use pattern near the interstate and this vicinity. The City Council will make the final zoning determination at the time of annexation.

Planning Requirements:

1. The Comprehensive Plan shows the future land use as Mixed Use 3 which includes commercial and industrial development. The proposed zoning of C-1, General Commercial District is consistent with the Comprehensive Plan and fits with adjacent land uses. Final determination of the zoning district will be made by the City Council at the time of annexation.
2. Any new construction shall conform to City of Gillette standards. All infrastructure improvements will be required at the time of development.
3. An Annexation Report will be distributed to affected landowners in accordance with State Statutes. The Annexation Report states the terms and conditions of the annexation.

4. The City shall receive official authorization from Campbell County in order to review development requests, issue permits, and conduct inspections on the property, prior to the annexation being approved by the City Council.
5. The Annexation Plat shall be approved by the City Council and the mylar shall be recorded prior to the City issuing a Certificate of Occupancy for any structure on the site.
6. A Subdivision Plat for the privately owned property shall be submitted, approved, and recorded prior to allowing a Certificate of Occupancy for any structure on the site. City Council's review of the Subdivision Plat is contingent upon the annexation plat being approved by the Council.
7. All necessary easements shall be shown on the Subdivision Plat.

Cosmetic Changes:

- a. All cosmetic changes shown in ePlans shall be completed prior to submitting the annexation mylar.

Staff Recommendation:

Staff recommends approval of the annexation of the 5.23 acres contained in the Westover Road – Skyline Drive Annexation Plat.

This annexation is tentatively scheduled with City Council on February 4, 2013 in order to set the Public Hearing Date. The anticipated Public Hearing Date and First Reading of Ordinance by City Council will be March 18, 2013 at 7:00 p.m. in the Council Chambers.

Save: 12.078AP Case Sheet

Attachments: Vicinity & Aerial Map, Plat Map, Annexation Report

Case Management: Staci Beecher

ePlans Number: 12-1340

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, AND ANNEXATION OF A TRACT OF LAND KNOWN AS THE WESTOVER ROAD – SKYLINE DRIVE ANNEXATION CONTIGUOUS AND ADJOINING THE PRESENT BOUNDARIES AND ESTABLISHING A C-1, GENERAL COMMERCIAL ZONING DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS

ANNEXATION PLAT CONTAINING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CAMPBELL, STATE OF WYOMING

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

WHEREAS, The City of Gillette did initiate proceedings to annex the Westover Road – Skyline Drive Annexation to the City of Gillette by adopting a Resolution at its regular meeting on February 4, 2013 finding that the requirements of Wyoming Statutes 15-1-402, would be satisfied; directing the publication of a notice, establishing a date for a public hearing at the hour of 7:00 o'clock p.m., on March 18, 2013, in the City Council Chambers, City Hall, Gillette, Wyoming and ordering that Notice be sent to the owners of the tracts described therein;

WHEREAS, a Notice of Hearing in compliance with Wyoming Statutes 15-1-405, was published in the Gillette News Record on February 20, 2013 and February 27, 2013; and copies of the notice were mailed to the owners of the tracts of land as required by law, by certified mail at least 20 business days prior to the public hearing along with a copy of the Annexation Report pursuant to Wyoming Statutes 15-1-402; the public hearing was held as advertised, on March 18, 2013, in the City Council Chambers, City Hall, Gillette, Wyoming, at which time no objections were filed and at which time the City Council did unanimously find that the requirements of Wyoming Statutes 15-1-402, were satisfied and that the area to be annexed is adjacent and contiguous to the corporate limits of the City of Gillette and that said areas should be annexed to the City.

WHEREAS, the City Council did find by Resolution dated February 4, 2013 that said petition was in full compliance with the statutory requirements; and that by the same Resolution, the said City Council did find the necessary tests enunciated by Wyoming Statutes 15-1-402 were satisfied, and that the majority of the owners owning a majority of the land did sign the Petition to Annex which complies with the terms of Wyoming Statutes 15-1-403; and that the said Governing Body has determined that the area should be included within the corporate limits of said City of Gillette, Wyoming.

WHEREAS, the City of Gillette Planning Commission by a majority vote of its members on January 23, 2013 reviewed the request and recommended that the request for Annexation be approved by the Gillette Governing Body and further recommended that the tract to be annexed be C-1, General Commercial Zoning District.

WHEREAS, a Public Hearing was duly advertised and

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

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

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

Section 3. That an area of land known as the Westover Road – Skyline Drive Annexation, as shown on the Annexation Plat, is known as Exhibit “A”. The parcel of land for the Annexation is to be zoned C-1, General Commercial Zoning District. The property to be zoned is legally described as follows:

Legal Description for Annexation of Lands
Into the City of Gillette, Wyoming

BEING ONLY THOSE PORTIONS PORTION OF PARCEL No. 1 AS DESCRIBED AND CONVEYED TO THE CITY OF GILLETTE IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 27, 2009 IN BOOK 2427 OF PHOTOS, PAGES 477 TO 479, THAT LIE WITHIN SECTIONS 20 AND 21, TOGETHER WITH THAT PARCEL AS DESCRIBED AND CONVEYED TO CAMPBELL COUNTY IN THAT CERTAIN QUITCLAIM DEED RECORDED JANUARY 8, 1988 IN BOOK 987 OF PHOTOS, PAGES 105 TO 106, ALSO TOGETHER WITH A PORTION OF EXHIBIT B AS DESCRIBED AND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 3, 1992 IN BOOK 1213 OF PHOTOS, PAGES 203 TO 211, INCLUSIVE , ALL LYING WITHIN SECTIONS 20 AND 21, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CAMPBELL, STATE OF WYOMING, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE USGLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 20 BEARS SOUTH 89°09'03" WEST A DISTANCE OF 2702.35 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89°09'03" WEST, 543.40 FEET TO A POINT ON THE EAST LINE OF SKYLINE DRIVE;
THENCE ALONG SAID EAST LINE OF SAID SKYLINE DRIVE, NORTH 19°48'26" EAST, 68.47 FEET TO A POINT ON THE SOUTH LINE OF WESTOVER ROAD, AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID SKYLINE DRIVE, NORTH 19°48'26" EAST, 234.72 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID EXHIBIT B;
THENCE ALONG SAID BOUNDARY, SOUTH 68°53'41" EAST, 35.23 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL No. 1 PER BOOK 2427 OF PHOTOS, PAGES 477 TO 479;
THENCE ALONG SAID BOUNDARY OF SAID PARCEL No. 1 THE FOLLOWING FIVE (5) COURSES:

1. NORTH 20°52'41" EAST, 140.73 FEET TO A POINT;
2. SOUTH 69°07'19" EAST, 384.64 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20;
3. SOUTH 72°47'07" EAST, 231.73 FEET TO A POINT;
4. SOUTH 72°49'22" EAST, 429.49 FEET TO A POINT;
5. SOUTH 55°26'07" EAST, 88.43 FEET TO A POINT;

THENCE LEAVING SAID BOUNDARY, SOUTH 88°55'57" WEST, 178.76 FEET TO A POINT;
THENCE SOUTH 88°53'45" WEST, 116.64 FEET TO A POINT;
THENCE NORTH 82°36'29" WEST, 338.39 FEET TO A POINT ON THE AFORMENTIONED BOUNDARY OF SAID PARCEL No. 1 PER BOOK 2427 OF PHOTOS, PAGES 477 TO 479;
THENCE ALONG SAID BOUNDARY, NORTH 00°33'34" EAST, 22.27 FEET TO A POINT ON THE AFORMENTIONED SOUTH LINE OF WESTOVER ROAD AS DESCRIBED AND CONVEYED TO CAMPBELL COUNTY IN THAT CERTAIN QUITCLAIM DEED RECORDED JANUARY 8, 1988 IN BOOK 987 OF PHOTOS, PAGES 105 TO 106;
THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 76°47'57" WEST, 166.47 FEET TO A NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHERLY;
2. WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 790.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 87°15'05" WEST AND HAS A CHORD LENGTH OF 434.17 FEET, THROUGH A CENTRAL ANGLE OF 31°53'56", FOR AN ARC LENGTH OF 439.83 FEET TO THE POINT OF BEGINNING.

Containing 228,076 SQUARE FEET OR 5.236 ACRES OF LAND, MORE OR LESS.

Section 4. That the Annexation Plat of the Westover Road – Skyline Drive Annexation, Campbell County, Wyoming as prepared by Brad T. Mortensen for CLC

Associates, signed by Brad T. Mortensen, Registered Land Surveyor, Wyoming Registration No. 12712, is made a part hereof and incorporated herein by this reference and is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

CITY OF GILLETTE, WYOMING

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publication Date:

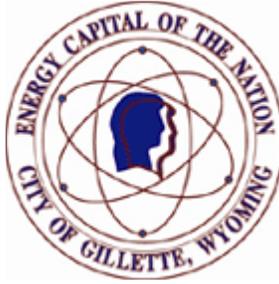
State of Wyoming)
) ss.
County of Campbell)

On this ____ day of _____, 2013, before me personally appeared Tom Murphy, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Tom Murphy acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Permanent Waterline and General Utility Easement and Temporary Construction Easement for the Gillette Madison Pipeline Project with Dry Creek Holding, LLC, in the Amount of \$20,250.00.

BACKGROUND:

Attached is a copy of the easement documents with Dry Creek Holding, LLC. This easement segment is necessary for our next pipeline construction contract between Wyodak and Moorcroft along State Highway 51.

Easements in excess of \$5,000 for the Gillette Madison Pipeline Project are being considered individually by the Council on the Consent Agenda. Easements less than \$5,000 are considered by the Council on the Bills and Claims List.

Staff recommends approval of this easement payment.

ACTUAL COST VS. BUDGET:

Payment for this easement is eligible for reimbursement from the Wyoming Water Development Commission through our 67% grant and 33% loan which we have with them for the Gillette Madison Pipeline Project.

Budget Account No. 301-4530-441-7411
Project No. 07EN58

SUGGESTED MOTION:

I move to approve Payment of a Permanent Waterline and General Utility Easement and Temporary Construction Easement for the Gillette Madison Pipeline Project with Dry Creek Holding, LLC in the Amount of \$20,250.00.

STAFF REFERENCE:

Kendall Glover, Utilities Director

ATTACHMENTS:

Click to download

[Dry Creek Holding LLC Esmt Docs](#)

INVOICE DATE	INVOICE	PO	PROJECT	REMITTANCE AMOUNT
03/06/13	DRYCREEKHLTDINGS	07EN58		7,500.00
03/06/13	DRYCREEKHLTDINGS	07EN58		12,500.00
03/06/13	DRYCREEKHLTDINGS	07EN58		250.00

VENDOR NAME	PAYMENT DATE	CHECK NUMBER	REMITTANCE TOTAL
CAMPBELL COUNTY ABSTRACT	78 03/06/13	135615	\$*****20,250.00

GENERAL FUND

I HEREBY CERTIFY THIS WARRANT IS ISSUED PURSUANT TO LAW AND IS WITHIN THE DEBT LIMIT OF THE CITY OF GILLETTE

THIS WARRANT IS PAYABLE THROUGH

FIRST NATIONAL BANK
GILLETTE, WYOMING 82716

WARRANT
OFFICE OF THE CITY CLERK
CITY OF GILLETTE, WYOMING 82716

135615

99-105/1023

DATE
03/06/13

AMOUNT

\$***20,250.00**

PAY TWENTY THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS

TO THE
ORDER
OF

CAMPBELL COUNTY ABSTRACT
PO BOX 9
GILLETTE WY 82717-0009

COPY - 0001

****VOID****

MAYOR

CITY CLERK

⑈ 135615⑈ ⑆ 102301050⑆ 003301⑈

**LOCAL
PURCHASE
ORDER**



**CITY OF GILLETTE
WYOMING**

P.O. NUMBER	DATE
18295	3/6/13

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

VENDOR:

cc Abstract

SHIP TO:

VENDOR#		DATE NEEDED		TERMS				REQUISITIONED BY			
78								A Sharp			
F.O.B.		CONTRACT NO.		ACCOUNT NO.				PROJECT			
				301-4530-441-7411				076058			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION					UNIT COST	EXTENDED COST		
			Permanent Easement						\$ 7500 ⁰⁰		
			Temporary Construction Easement						\$12500 ⁰⁰		
			Recording Fees						\$ 250 ⁰⁰		
								<u>\$20,250⁰⁰</u>			
ITEM NO.	DATE RECEIVED	QUANTITY RECEIVED	QUANTITY DUE	ITEM NO.	DATE RECEIVED	QUANTITY RECEIVED	QUANTITY DUE	ITEM NO.	DATE RECEIVED	QUANTITY RECEIVED	QUANTITY DUE

PLEASE SEND INVOICE IN DUPLICATE TO:

CITY OF GILLETTE
ACCOUNTS PAYABLE
P.O. BOX 3003
GILLETTE, WY 82717-3003
(307) 686-5205; FAX (307) 682-7942

I CERTIFY THAT THE ABOVE PURCHASE IS NECESSARY FOR THE PROPER OPERATION OF THE CITY OF GILLETTE AND THAT THE FUNDS ARE APPROPRIATED IN THE CURRENT BUDGET.

AUTHORIZED BY:
REVIEWED BY:

[Signature]

FEDERAL TAX EXEMPT # 83-60000-62
WY STATE SALES TAX # 17-0-000-95



CITY OF GILLETTE

Land Consultant

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

Phone 307.686.5361

www.gillettewy.gov

February 21, 2013

Sean Durrant
11 North Main Street, Suite 100
Buffalo WY 82834

Roy Allen Townsend
P.O. Box 1092
Gillette, WY 82717-1092

RE: Madison Regional Water (5070-04)

Dear Sean & Allen,

After our phone conference in mid-January, I'm sending this letter to lay out what I believe should be the agreement between the City of Gillette and Dry Creek Holding Company, LLC for the requested Madison Pipeline Easements. These are the terms.

- 1.) Dry Creek Holding Company, LLC would execute the enclosed easements and return them to me. I will deliver them to Campbell County Abstract pending a closing that they will set at Mr. Townsend's convenience. (The title company does a final check of title, delivers payment and handles recording of the permanent easement. This is all at our expense.)
- 2.) The City will pay compensation for the easements in the amount of \$7,500.00 for the permanent easement and \$12,500.00 for the temporary construction easement, for a total payment of \$20,000.00.
- 3.) The City will guarantee that throughout construction we and our contractors will provide the owners at least daily access to sheds on the property for removal and storage of the owner's supplies and equipment. (We will, upon request, make a contractor or City employee available to discuss with the owners how this will be accomplished.)
- 4.) As a part of the consideration for the compensation stated above, the appropriate management of the T & T Guns and Ammo store will grant the City and/or our contractors, sub-contractors, or other agents up to five days of no gunfire on the T&T shooting range. Notice of the City's request[s] for no fire days shall be made at least two days prior to the requested day[s] and shall be made in writing or by personal contact with Allen Townsend.
- 5.) As we discussed on the phone, the City does not indemnify landowners in these situations. We do, however, maintain very substantial insurance and we require our contractors on these projects to do the same. Nevertheless the City would

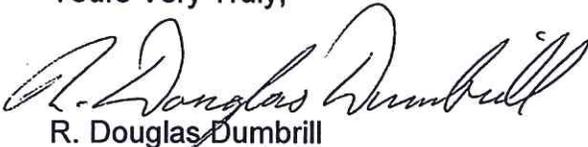
agree that if your client (Dry Creek Holding Company, LLC) was sued in a lawsuit for personal injury or property damage arising out of the activities of the City, its representatives, contractors or agents of any kind, the City would pay for and provide a defense for your client through court proceedings on a motion to dismiss your client from the lawsuit and if necessary through proceedings on a motion for summary judgment in your client's favor. This obligation of defense would, in any case end at the conclusion of summary judgment proceedings would not include any obligation by the City to pay for or provide an appeal.

As we discussed, our thinking here is that your client is unlikely in the extreme to face any liability for being forced to let us use his land. (That element of "force" is the ultimate reality even though you and Mr. Townsend and (I hope) the City have been more than cordial here.

Even considering that, we agree somebody can sue for almost anything, and it costs your client to get even a frivolous case dismissed. We'd take on that financial responsibility through summary judgment proceedings. I'm afraid that's all we can do on this front, and I cannot offer any indemnity or additional insurance coverage.

If I have correctly set forth our agreement, please evidence it by signatures below and return this letter to me. As always our agreement is not final and is subject to and contingent upon the approval of the City Council after proceedings prescribed by law. I will take this before City Council at the earliest opportunity. (City Attorney, Charlie Anderson, has viewed and approved this approach.)

Yours Very Truly,



R. Douglas Dumbrell
Land Consultant

RDD/sdg

cc: Mike Cole, Project Manager

The agreement described in the above correspondence is accepted and approved by:

Dry Creek Holding Company, LLC

BY: Roy Allen Townsend the authorized member of Dry Creek Holding Company, LLC.

WITNESS: Sean Durrant
Sean Durrant, Attorney

**PERMANENT WATER LINE AND GENERAL UTILITY EASEMENT
5070-04**

Dry Creek Holding Company, LLC of P.O. Box 1092, Gillette, WY 82717-0102, hereinafter GRANTOR(S), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged does Grant, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE, a Permanent Water Line and General Utility Easement in and to the following described tract of land:

**LEGAL DESCRIPTION
5070-04**

A permanent easement located in portion of the E1/2NE1/4 of Section 29, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 2313 of Photos, Page 400 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 29, being monumented by 1987 BLM brass cap;

Thence S50°41'27"E, 1984.25 feet to a point on the westerly boundary of said parcel, being the point of beginning of the southerly limit of a 40 foot wide permanent easement;

Thence along said southerly limit, N89°59'54"E, 851.27 feet to a point;

Thence continuing along said southerly limit, N44°44'13"E, 218.31 feet to south right of way of U.S. Highway 14-16 and being the point of termination of said permanent easement, from which the northeast corner of aforementioned Section 29 lies N05°47'12"E, 1187.68 feet, monumented with a 1965 brass cap stamped LS 366.

The sidelines of said permanent easement are to be shortened or extended to prevent gaps and overlaps.

Said permanent easement contains 41615 square feet more or less.

All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A" is Wyoming State Plane Grid, NAD83, East Zone (4901).

The easement is further shown and described by the drawing attached as Exhibit "A".

Said easement is subject to any right-of-way and or easements, reservations and encumbrances of record or implied.

Said easement unto GRANTEE, its successors, licensees and assigns to have and to hold forever in the lands described above for a waterline and general utility

easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, such as, for purpose of illustration but not limitation, water pipelines and sanitary sewer lines, storm water drains and sewers, electrical lines, natural gas lines, telephone lines, cable television and other communication lines and other utilities to be determined in the sole discretion of the GRANTEE.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition substantially equal to the condition of the disturbed or damaged area before construction within the easement.

GRANTOR(S):

BY: _____
(Signature)

(Print Name)

the _____
(Title)

of Dry Creek Holding Company, LLC

STATE OF _____)
County of _____) ss.

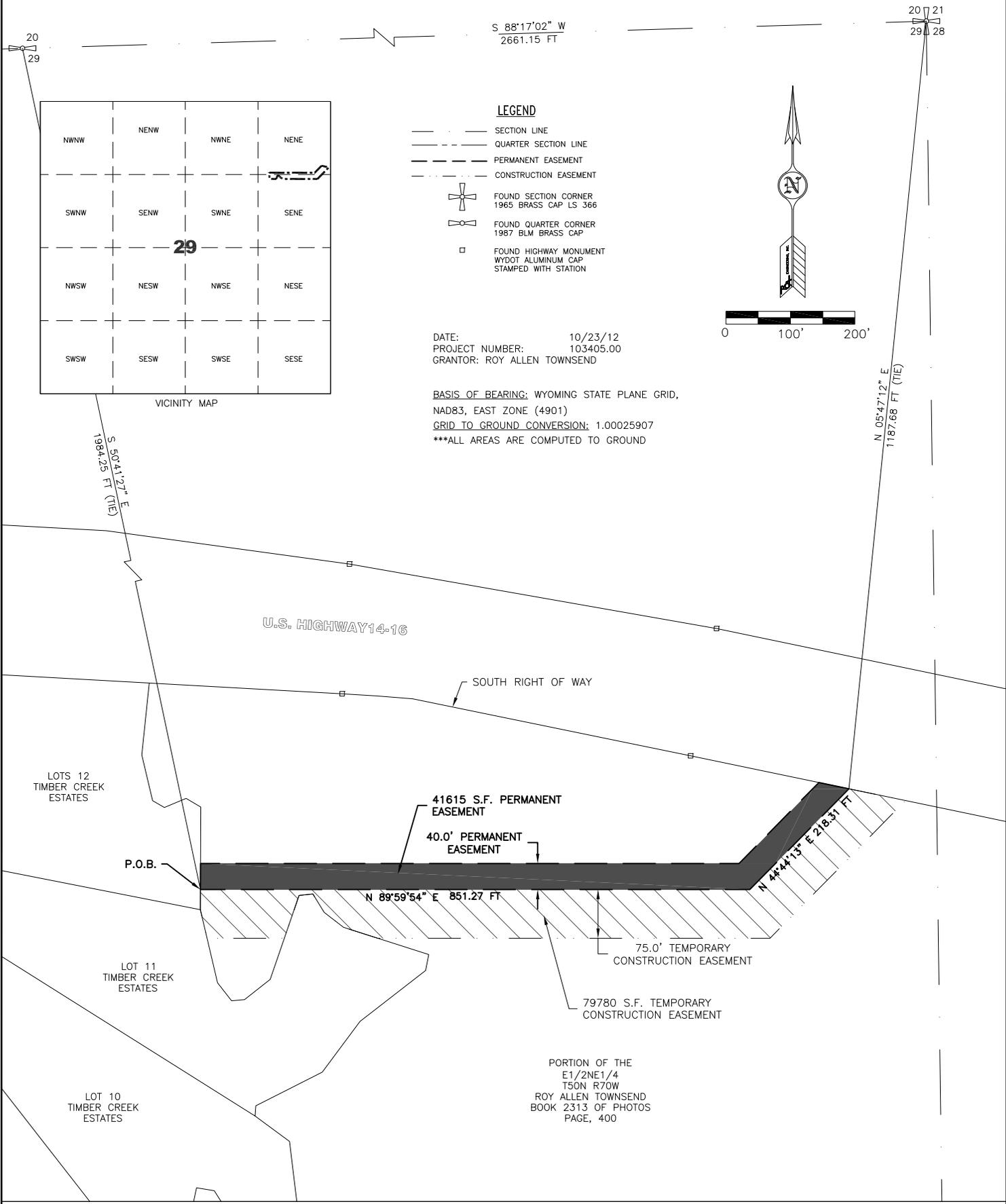
The above and foregoing instrument was acknowledged before me by _____, the _____ of Dry Creek Holding Company, LLC this _____ day of _____, 2013.

My Commission Expires:

Notary Public

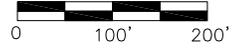
EXHIBIT "A"

AN EASEMENT LOCATED IN A PORTION OF THE E1/2NE1/4 OF SECTION 29, T50N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING



LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- - - PERMANENT EASEMENT
- - - CONSTRUCTION EASEMENT
- ⊕ FOUND SECTION CORNER
1965 BRASS CAP LS 366
- ⊕ FOUND QUARTER CORNER
1987 BLM BRASS CAP
- FOUND HIGHWAY MONUMENT
WYDOT ALUMINUM CAP
STAMPED WITH STATION

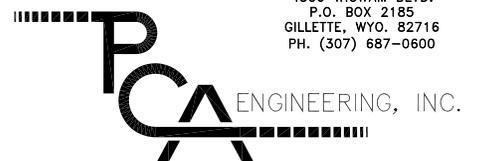


DATE: 10/23/12
 PROJECT NUMBER: 103405.00
 GRANTOR: ROY ALLEN TOWNSEND

BASIS OF BEARING: WYOMING STATE PLANE GRID,
 NAD83, EAST ZONE (4901)
 GRID TO GROUND CONVERSION: 1.00025907
 ***ALL AREAS ARE COMPUTED TO GROUND

SURVEYOR'S CERTIFICATE

I, DAVID L VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY.



TEMPORARY CONSTRUCTION EASEMENT
5070-04

Dry Creek Holding Company, LLC of P.O. Box 1092, Gillette, WY 82717-1092, hereinafter GRANTOR(S), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged do Grant and Convey to the City of Gillette, Wyoming, a municipal corporation and city of the first class, of 201 East Fifth Street, Gillette, Wyoming, hereinafter GRANTEE a temporary construction easement in and to the following described tract of land:

See attached Exhibit "A" which is incorporated herein by reference.

This grant is made to Grantee, its successors, licensees and assigns to have and to hold the lands described above as a TEMPORARY CONSTRUCTION EASEMENT to be used during construction activities of the new Gillette Regional Water Supply Project ("Madison" project). Grantee, its successors, licensees and assigns, shall have the right of ingress and egress, and also the right to temporarily operate, and park machinery upon the land described above during construction of the new Gillette Regional Water Supply Project ("Madison" project). The easement also includes an immediate right to use the property to survey, lay-out, prepare, construct, and complete the project.

At the conclusion of construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction activities to a condition substantially equal to the condition of the disturbed or damaged areas before the construction within the easement. The signers below represent that they sign with full authority and consent of the Grantors identified above.

GRANTOR(S):

BY: _____

(Signature)

(Print Name)

the _____

(Title)

of Dry Creek Holding Company, LLC

STATE OF _____)

) ss.

County of _____)

The above and foregoing instrument was acknowledged before me by _____, the _____ of Dry Creek Holding Company, LLC this _____ day of _____, 2013.

My Commission Expires:

Notary Public

Legal Description – Temporary Construction Easement
5070-04 Roy Allen Townsend
October 23, 2012

A temporary construction easement located in portion of the E1/2NE1/4 of Section 29, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 2313 of Photos, Page 400 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 29, being monumented by 1987 BLM brass cap;

Thence S50°41'27"E, 1984.25 feet to a point on the westerly boundary of said parcel, being the point of beginning of the northerly limit of a 75 foot wide temporary easement;

Thence along said northerly limit, N89°59'54"E, 851.27 feet to a point;

Thence continuing along said northerly limit, N44°44'13"E, 218.31 feet to south right of way of U.S. Highway 14-16 and being the point of termination of said temporary easement, from which the northeast corner of aforementioned Section 29 lies N05°47'12"E, 1187.68 feet, monumented with a 1965 brass cap stamped LS 366.

The sidelines of said temporary construction easement are to be shortened or extended to prevent gaps and overlaps.

Said temporary construction easement contains 79780 square feet more or less.

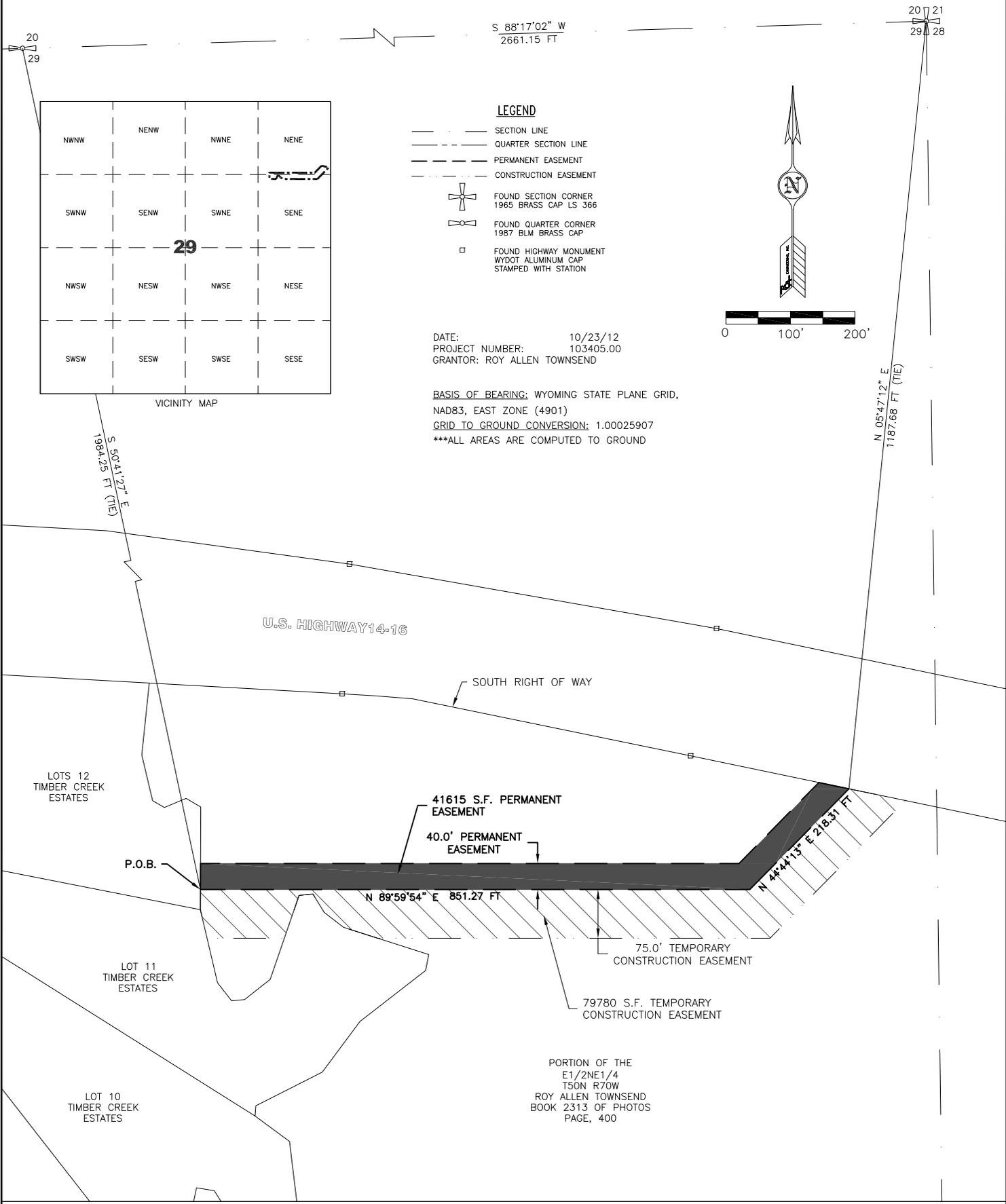
All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A" is Wyoming State Plane Grid, NAD83, East Zone (4901).

EXHIBIT "A"

AN EASEMENT LOCATED IN A PORTION OF THE E1/2NE1/4 OF SECTION 29, T50N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

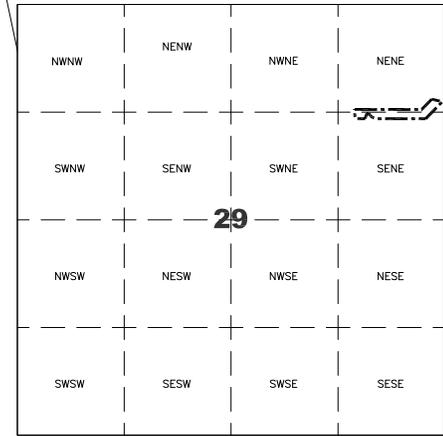


LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- PERMANENT EASEMENT
- - - CONSTRUCTION EASEMENT
- ⊕ FOUND SECTION CORNER
1965 BRASS CAP LS 366
- ⊕ FOUND QUARTER CORNER
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WYDOT ALUMINUM CAP
STAMPED WITH STATION

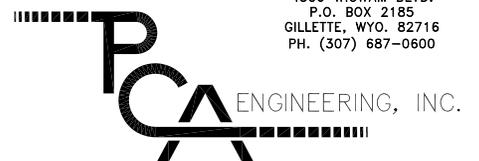
DATE: 10/23/12
PROJECT NUMBER: 103405.00
GRANTOR: ROY ALLEN TOWNSEND

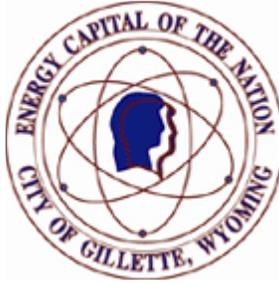
BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4901)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND



SURVEYOR'S CERTIFICATE

I, DAVID L VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY.





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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of Amendment Number One to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Gillette for the Boxelder Road (Overdale Dr. - WYO 50) Project.

BACKGROUND:

The City of Gillette (City) and the Wyoming Department of Transportation (WYDOT) entered into a Cooperative Agreement dated July 2, 2012 to facilitate the construction of Boxelder Road from Wyoming Highway 50 (WYO 50) to Overdale Drive as part of the Gillette Area Urban Systems Program. The terms of the original Agreement stipulated that WYDOT would facilitate the Right-of-Way acquisition for the project, unless the acquisition went to condemnation proceedings at which point the City would be responsible for the condemnation proceedings.

The proposed Amendment Number One would modify the Agreement such that WYDOT would prepare all necessary Right-of-Way acquisition materials (Title, Right-of-Way Engineering, Appraisal and Review, and Preparation of Acquisition Documents) and the actual acquisition and processing of landowner payments will be performed by the City. Should the acquisition require condemnation proceedings, the City would still be responsible for the condemnation proceedings.

The City also agrees to reimburse WYDOT for the total cost needed to clear the Right-of-Way not paid with Federal Aid funds.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of Amendment Number One to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Gillette for the Boxelder Road (Overdale Dr. - WYO 50) Project.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[Amendment Number One](#)

**AMENDMENT NUMBER ONE
TO THE COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF GILLETTE**

Federal Project STPU-GI 4641001
Gillette Streets
Boxelder Road (Overdale Dr.-WYO 50)
Campbell County

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009; and the City of Gillette (City), whose address is 201 East 5th Street, Gillette, Wyoming 82717.
2. **Purpose.** This Amendment shall constitute the First Amendment to the Agreement between WYDOT and the City. The purpose of this Amendment is to amend right-of-way responsibilities between the Parties in Section 4d of the Original Agreement.

The original Agreement dated July 2, 2012 provided for the construction of a new road through undeveloped agricultural land to extend Boxelder Road from WYO 50 to Overdale Drive in the City of Gillette for the total Agreement amount of \$3,735,390.

Amendment Number One provides for amending right-of-way responsibilities between the Parties in Section 4d. Paragraph 4d will be amended as follows:

The Right-of-Way Land Acquisitions and Processing of the Landowner Payments shall be performed by the City. WYDOT will work up the Title, Right-of-Way Engineering, Appraisal and Review, and Preparation of Acquisition Documents.

The actual Right-of-Way Land Acquisition will be performed by the City or their Consultant. The City will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit A. In accordance with W.S. 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when Federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with Federal Aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.

3. **Term.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.
4. **Special Provisions.** Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between WYDOT and the City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
5. **General Provisions.** Entirety of Agreement. This Amendment, consisting of two pages; and the Original Agreement consisting of eight pages, Attachment "A", consisting of 18 pages, Exhibit "A" and Exhibit "B", consisting of one page each; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
6. **Signatures.** In witness thereof, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number One to the Original Agreement between WYDOT and the City, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

Attest:

City of Gillette, Wyoming:

Name

Tom Murphy, Mayor

Title

Date

Attest:

Wyoming Department of Transportation:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

Del McOmie, P.E., Chief Engineer

Date

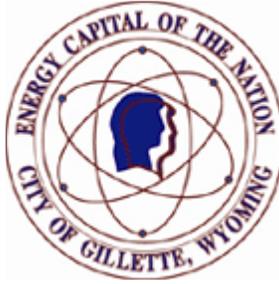
(SEAL)

Approved as to form:

By: _____

Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date amendment prepared: 3-19-13



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Bills and Claims.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

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

BANK: 00

FUND 001 GENERAL FUND		VENDOR NAME		BNK	CHECK/DUE DATE	ACCOUNT NO	ITSM DESCRIPTION	CHECK AMOUNT	SFT, EPAY OR HAND-ISSUED AMOUNT
VEND NO	SEQ#	VOUCHER NO	P.O. NO						
DEPT 00									DIV 00
0099999	00	CITY OF GILLETTE							
REC #36377		25993F		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	100.00	
							VENDOR TOTAL *	100.00	
0099999	00	CITY OF GILLETTE							
REC #36346		24535F		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	80.00	
							VENDOR TOTAL *	80.00	
0099999	00	JAKES TAVERN							
REC #36402		66558G		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	175.00	
							VENDOR TOTAL *	175.00	
0099999	00	LEMPKA, SUSAN							
REC #36366		49156Z		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	200.00	
							VENDOR TOTAL *	200.00	
0099999	00	LINT, HEAVEN							
REC #36430		66577G		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	250.00	
							VENDOR TOTAL *	250.00	
0001490	00	NORCO, INC							
11173766		PI7109		00	03/14/2013	001-0000-140.01-00	JANITORIAL SUPPLIES	797.04	
11186574		PI7110		00	03/18/2013	001-0000-140.01-00	JANITORIAL SUPPLIES	89.00	
11204610		PI7239		00	03/21/2013	001-0000-140.01-00	JANITORIAL SUPPLIES	78.75	
							VENDOR TOTAL *	964.79	
0040490	00	POWDER RIVER OFFICE SUPPLY							
57370		PI7103		00	03/11/2013	001-0000-140.01-00	OFFICE SUPPLIES	107.31	
57370		PI7104		00	03/11/2013	001-0000-140.01-00	OFFICE SUPPLY:INKS, LEADS	17.76	
57370		PI7105		00	03/11/2013	001-0000-140.01-00	OFFICE SUPPLY: RIBBONS	2,129.89	
57370		PI7106		00	03/11/2013	001-0000-140.01-00	COMPUTERS, DP & WORD PROC	164.00	
57506		PI7111		00	03/15/2013	001-0000-140.01-00	OFFICE SUPPLIES	255.03	
57506		PI7112		00	03/15/2013	001-0000-140.01-00	OFFICE SUPPLY:INKS, LEADS	40.20	
57506		PI7113		00	03/15/2013	001-0000-140.01-00	OFFICE SUPPLY: RIBBONS	218.42	
							VENDOR TOTAL *	2,932.61	
0099999	00	ROSIER, MURPHY							
REC #36412		16643F		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	100.00	
							VENDOR TOTAL *	100.00	
0099999	00	WAL-MART							
REC #36395		67892G		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	26.31	
							VENDOR TOTAL *	26.31	
0099999	00	YATES PETROLEUM CORP							
REC #36437		18043F		00	03/26/2013	001-0000-227.03-00	RESTITUTION PAYMENT FROM	40.00	
							VENDOR TOTAL *	40.00	
							DEPARTMENT TOTAL **	4,868.71	

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 PROGRAM: GM339L
 CITY OF GILLETTE/CITY CLERK
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EXPENDITURE APPROVAL LIST
 AS OF: 04/02/2013 CHECK DATE: 04/02/2013

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BANK: 00

FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME							EPT, EPAY OR
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		HAND-ISSUED AMOUNT

DEPT 10	ADMINISTRATION				DIV 10	MAYOR AND COUNCIL			
0003540	00	ARROW PRINTING & GRAPHICS, INC							
33201		PI7108 181778	00	03/13/2013	001-1010-411.55-10	UTILITY BILLS	68.33		
						VENDOR TOTAL *	68.33		
0001915	00	CAMPBELL COUNTY SENIOR CITIZEN							
FEBRUARY 2013		PI7285 181762	00	03/11/2013	001-1010-411.90-10	MISC SERVICES	1,256.50		
						VENDOR TOTAL *	1,256.50		
0005930	00	CHOPHOUSE RESTAURANT, THE							
414		PI7282 181759	00	03/18/2013	001-1010-411.63-10	MISC SERVICES	305.00		
415		PI7283 181759	00	03/19/2013	001-1010-411.63-10	MISC SERVICES	273.75		
						VENDOR TOTAL *	578.75		
0065592	00	EMBROIDERY PLACE, THAT							
6391		PI7255 181761	00	02/22/2013	001-1010-411.90-10	OFFICE SUPPLIES	70.00		
						VENDOR TOTAL *	70.00		
0066982	00	GILLETTE ROTARY CLUB							
1931		PI7245 181844	00	01/14/2013	001-1010-411.59-10	EDUCATIONAL SERVICES	235.30		
						VENDOR TOTAL *	235.30		
						DEPARTMENT TOTAL **	2,208.88		

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 CITY OF GILLETTE/CITY CLERK
 FIRST NATIONAL BANK

EXPENDITURE APPROVAL LIST
 AS OF: 04/02/2013 CHECK DATE: 04/02/2013

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FUND 001 GENERAL FUND									
VEN# NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		HAND- ISSUED AMOUNT
DEPT 10 ADMINISTRATION				DIV 20 ADMINISTRATION					
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7367 181826	00	03/11/2013	001-1020-413.53-10	SERVICES	10.66		
							VENDOR TOTAL *	10.66	
0000793	00	GILLETTE PRINTING COMPANY, INC							
38391		PI7284 181760	00	03/14/2013	001-1020-413.54-10	PRINTING & SILK SCREENING	2,702.90		
							VENDOR TOTAL *	2,702.90	
0005694	00	ISC INC.							
SIN001118		PI7152 181535	00	03/06/2013	001-1020-413.61-42	COMMUNICATIONS/MEDIA SERV	691.00		
							VENDOR TOTAL *	691.00	
0066313	00	OPTIMUM MEDIA SALES							
INV-196101		PI7246 181848	00	01/27/2013	001-1020-413.54-10	COMMUNICATIONS/MEDIA SERV	2,250.00		
							VENDOR TOTAL *	2,250.00	
							DEPARTMENT TOTAL **	5,654.56	

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CITY OF GILLETTE/CITY CLERK
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FUND 001 GENERAL FUND
VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK EFT, EPAY OR
NO NO NO DATE NO NO DESCRIPTION AMOUNT HAND-ISSUED
AMOUNT

DEPT 10 ADMINISTRATION DIV 25 PUBLIC ACCESS

0001194	00	CENTURYLINK-PHONE CHARGES								
1252400206	PI7368	181826	00	03/11/2013	001-1025-419.53-10	SERVICES	6.56			
							VENDOR TOTAL *	6.56		
							DEPARTMENT TOTAL **	6.56		

PREPARED 03/26/2013, 15:57:09

EXPENDITURE APPROVAL LIST
AS OF: 04/02/2013 CHECK DATE: 04/02/2013

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PROGRAM: GM339L
CITY OF GILLETTE/CITY CLERK
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BANK: 00

FUND 001 GENERAL FUND		VENDOR NAME		BNK CHECK/DUE		ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	SEQ#	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO		DATE	NO			AMOUNT

DEPT 10 ADMINISTRATION DIV 30 HUMAN RESOURCES

0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7369	181826	00	03/11/2013	001-1030-415.53-10	SERVICES	4.10	
VENDOR TOTAL *								4.10	
DEPARTMENT TOTAL **								4.10	

BANK: 00

FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EPT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
DEPT 10	ADMINISTRATION			DIV 50	SPECIAL PROJECTS				
0006004	00	AVI SYSTEMS							
37520703		PI7401 181829	00	03/19/2013	001-1050-419.72-10	MISC SERVICES	1,336.59		
						VENDOR TOTAL *	1,336.59		
0005225	00	CAMPBELL COUNTY CHAMBER							
127267		PI7204 181729	00	03/18/2013	001-1050-419.29-30	COMMUNICATIONS/MEDIA SERV	150.50		
127271		PI7225 181748	00	03/19/2013	001-1050-419.29-30	COMMUNICATIONS/MEDIA SERV	75.25		
						VENDOR TOTAL *	225.75		
0006924	00	CRESCENT ELECTRIC SUPPLY							
062-498266-00		PI7121 181026	00	02/05/2013	001-1050-419.72-10	RADIO & TELECOMMUNICATION	82.73		
						VENDOR TOTAL *	82.73		
0065996	00	CTA, INC							
100968		PI7228 181752	00	03/06/2013	001-1050-419.72-10	MISC SERVICES	2,607.92		
						VENDOR TOTAL *	2,607.92		
0039485	00	SOURCEGAS							
201179802598		PI7360 181821	00	03/14/2013	001-1050-419.72-10	SERVICES	140.92		
						VENDOR TOTAL *	140.92		
0066943	00	THE FRAME SHOP							
3673		PI7231 181755	00	03/11/2013	001-1050-419.72-10	MISC SERVICES	1,000.31		
						VENDOR TOTAL *	1,000.31		
						DEPARTMENT TOTAL **	5,394.22		

BANK: 00

FUND 001	GENERAL FUND	VENDOR NAME		BK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE	NO	NO	NO						AMOUNT
NO									
DEPT 15	ADMINISTRATIVE SERVICES		DIV 10		ADMINISTRATIVE SERVICES				
0003540	00	ARROW PRINTING & GRAPHICS, INC				001-1510-419.55-10	UTILITY BILLS	68.34	
33201		PI7309	181778	00	03/13/2013				
							VENDOR TOTAL *	68.34	
0001194	00	CENTURYLINK-PHONE CHARGES				001-1510-419.53-10	SERVICES	4.10	
1252400206		PI7371	181826	00	03/11/2013				
							VENDOR TOTAL *	4.10	
0004889	00	HERITAGE VILLAGE WATER & SEWER				001-1510-419.43-10	CONSULTING SERVICES	420.00	
WATER 13		PI7229	181753	00	03/14/2013				
							VENDOR TOTAL *	420.00	
0066378	00	LISA KERRY PHOTO + GRAPHICS				001-1510-419.54-50	MISC SERVICES	165.00	
CGA-SU-014		PI7226	181749	00	03/19/2013				
							VENDOR TOTAL *	165.00	
0066566	00	NATIONAL SAFETY COUNCIL				001-1510-419.59-10	EDUCATIONAL SERVICES	695.00	
776026	FY12/13	PI7403	181809	00	02/25/2013				
							VENDOR TOTAL *	695.00	
0077777	00	PAUL, RON				001-1510-419.54-50	SPRAY HEAD NOZZLES	65.00	
REBATE		18217		00	03/26/2013				
							VENDOR TOTAL *	65.00	
0077777	00	REYNOLDS, PAM				001-1510-419.54-50	TOILET REBATE	150.00	
REBATE		18216		00	03/26/2013				
							VENDOR TOTAL *	150.00	
							DEPARTMENT TOTAL **	1,567.44	

PREPARED 03/26/2013, 15:57:09
 PROGRAM: GM319L
 CITY OF GILLETTE/CITY CLERK
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EXPENDITURE APPROVAL LIST
 AS OF: 04/02/2013 CHECK DATE: 04/02/2013

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FUND 001 GENERAL FUND		VENDOR NAME		BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE	NO	NO	NO						AMOUNT
DEPT 15 ADMINISTRATIVE SERVICES DIV 15 CITY CLERK									
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7372	181826	00	03/11/2013	001-1515-419.53-10	SERVICES	4.92	
								VENDOR TOTAL *	4.92
0006089	00	CITY OF GILLETTE-PETTY CASH							
REIMBURSEMENT		18241		00	03/26/2013	001-1515-419.32-30	PETTY CASH	11.00	
								VENDOR TOTAL *	11.00
0000776	00	INTERMOUNTAIN RECORD CENTER							
19233		PI7194	181719	00	03/15/2013	001-1515-419.14-10	OFFICE SUPPLIES	839.88	
								VENDOR TOTAL *	839.88
0000769	00	MONTANA LOCAL GOVERNMENT CNTR							
REG STASKIEWICZ		18242		00	03/26/2013	001-1515-419.58-10	MUNICIPAL CONPERENCE	450.00	
								VENDOR TOTAL *	450.00
0053875	00	U S POSTAL SERVICE							
BRM 3003	2013	PI7146	181718	00	02/20/2013	001-1515-419.53-20	OFFICE SUPPLIES	200.00	
BRM 3003	2013	PI7402	181845	00	03/20/2013	001-1515-419.53-20	OFFICE SUPPLIES	635.00	
								VENDOR TOTAL *	835.00
								DEPARTMENT TOTAL **	2,140.80

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FUND 001 GENERAL FUND		VENDOR NAME		BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
VEND NO	SEQ#	VOUCHER NO	P.O. NO					
DEPT 15 ADMINISTRATIVE SERVICES DIV 20 JUDICIAL								
0001861	00	CAMPBELL COUNTY COMMISSIONERS		00 03/26/2013	001-1520-412.32-40	DIVERSION OFFICE DATA	29,878.00	
FY12/13	FUNDING18356							
							VENDOR TOTAL *	29,878.00
0001194	00	CENTURYLINK-PHONE CHARGES		00 03/11/2013	001-1520-412.53-10	SERVICES	4.92	
1252400206	PI7373	181826						
							VENDOR TOTAL *	4.92
0066915	00	JONES, LETICIA RAMIEREZ		00 03/15/2013	001-1520-412.32-30	MISC SERVICES	50.00	
002	PI7192	181714						
003	PI7113	181789						
							VENDOR TOTAL *	75.00
0006958	00	WYOMING CONF MUNICIPAL COURTS		00 03/26/2013	001-1520-412.58-10	ANNUAL TRAINING SEMINAR	100.00	
REG DUMBRILL	18348							
REG URBIN	18348							
							VENDOR TOTAL *	150.00
							DEPARTMENT TOTAL **	30,107.92

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FUND 001	GENERAL FUND							EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
NO	NO	NO						
DEPT 15	ADMINISTRATIVE SERVICES				DIV 24	MAINT OF CITY BUILDINGS		
0006993	00	ADECCO EMPLOYMENT SERVICES						
66555078		PI7334 181802 00 03/11/2013			001-1524-419.32-40	MISC SERVICES	271.04	
66564173		PI7335 181802 00 03/18/2013			001-1524-419.32-40	MISC SERVICES	67.76	
66564174		PI7336 181802 00 03/18/2013			001-1524-419.32-40	MISC SERVICES	271.04	
						VENDOR TOTAL *	609.84	
0003144	00	ALSCO						
LCAS753363		PI7338 181803 00 03/11/2013			001-1524-419.42-10	AUTO & TRUCK ACCESSORIES	129.25	
LCAS755137		PI7340 181803 00 03/18/2013			001-1524-419.42-10	AUTO & TRUCK ACCESSORIES	148.25	
						VENDOR TOTAL *	277.50	
0001194	00	CENTURYLINK-PHONE CHARGES						
1252400206		PI7374 181826 00 03/11/2013			001-1524-419.53-10	SERVICES	8.20	
						VENDOR TOTAL *	8.20	
0013082	00	FARMER BROTHERS COMPANY						
57813841	SO	PI7341 181804 00 03/13/2013			001-1524-419.61-40	EDIBLE FOODS, STAPLES	368.83	
						VENDOR TOTAL *	368.83	
0001706	00	HAGGERTY'S MUSICWORKS						
87212		PI7230 181754 00 03/06/2013			001-1524-419.43-10	SOUND SYSTEMS & ACCESSORY	766.00	
						VENDOR TOTAL *	766.00	
0019335	00	HLADKY CONSTRUCTION						
6715905		PI7127 181624 00 02/20/2013			001-1524-419.43-10	BUILDING MAINTENANCE/REPR	3,580.92	
9715923		PI7332 181801 00 03/20/2013			001-1524-419.43-10	MISC SERVICES	1,800.00	
9715924		PI7333 181801 00 03/20/2013			001-1524-419.43-10	MISC SERVICES	3,250.00	
						VENDOR TOTAL *	8,630.92	
0000858	00	JOHNSON CONTROLS, INC.						
1-6314454034		PI7244 181805 00 01/17/2013			001-1524-419.43-20	MISC SERVICES	21,804.00	
						VENDOR TOTAL *	21,804.00	
0039485	00	SOURCEGAS						
201357754124		PI7347 181820 00 03/13/2013			001-1524-419.51-20	SERVICES	3,171.44	
201446734358		PI7355 181820 00 03/14/2013			001-1524-419.51-20	SERVICES	339.33	
						VENDOR TOTAL *	3,510.77	
0066943	00	THE FRAME SHOP						
3658		PI7120 181755 00 01/24/2013			001-1524-419.43-10	MISC SERVICES	191.24	
3672		PI7150 181755 00 02/04/2013			001-1524-419.43-10	MISC SERVICES	509.92	
3674		PI7232 181755 00 03/11/2013			001-1524-419.43-10	MISC SERVICES	612.00	
						VENDOR TOTAL *	1,313.16	
						DEPARTMENT TOTAL **	37,289.22	

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME		ACCOUNT	ITEM	CHECK	EFT, EPAY OR		
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED		
NO	NO	NO	DATE				AMOUNT		
DEPT 15 ADMINISTRATIVE SERVICES DIV 25 INFORMATION TECHNOLOGY									
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7375	181826	00 03/11/2013	001-1525-419.53-10	SERVICES		15.59		
						VENDOR TOTAL *	15.59		
0006630	00	COLLINS COMMUNICATIONS, INC							
51412	PI7278	181516	00 03/11/2013	001-1525-419.43-20	SECURITY SYSTEMS		213.75		
						VENDOR TOTAL *	213.75		
0006924	00	CRESCENT ELECTRIC SUPPLY							
062-498266-00	PI7122	181026	00 02/05/2013	001-1525-419.74-30	RADIO & TELECOMMUNICATION		213.02		
						VENDOR TOTAL *	213.02		
0006932	00	HELP/SYSTEMS, LLC							
568076	PI7279	181666	00 03/01/2013	001-1525-419.34-10	MISC SERVICES		900.00		
						VENDOR TOTAL *	900.00		
						DEPARTMENT TOTAL **	1,342.36		

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FUND 001	GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME						EPT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT		AMOUNT

DEPT 15	ADMINISTRATIVE SERVICES			DIV 30	SAFETY			
0001194	00	CENTURYLINK-PHONE CHARGES						
1252400206	PI7376	181826	00 03/11/2013	001-1530-419.53-10	SERVICES	.82		
					VENDOR TOTAL *	.82		
					DEPARTMENT TOTAL **	.82		

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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME			ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK	CHECK/DJE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO		DATE				AMOUNT	

DEPT 15	ADMINISTRATIVE SERVICES				DIV 40	GEOGRAPHICAL INFORMATION			
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7377	181826	00	03/11/2013	001-1540-419.53-10	SERVICES	5.74		
						VENDOR TOTAL *	5.74		
						DEPARTMENT TOTAL **	5.74		

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FUND 001	GENERAL FUND							BFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
NO	NO	NO						
DEPT 15 ADMINISTRATIVE SERVICES DIV 45 CENTRAL SERVICES								
0003540	00	ARROW PRINTING & GRAPHICS, INC						
19363		PI7145 181716 00 02/13/2013	001-1545-419.61-42		OFFICE SUPPLIES		190.05	
							VENDOR TOTAL *	190.05
0001194	00	CENTURYLINK-PHONE CHARGES						
1252400206		PI7378 181826 00 03/11/2013	001-1545-419.53-10		SERVICES		2.46	
							VENDOR TOTAL *	2.46
0004864	00	XEROX CORPORATION						
066935354		PI7193 181717 00 03/03/2013	001-1545-419.43-20		OFFICE SUPPLIES		2,585.69	
							VENDOR TOTAL *	2,585.69
							DEPARTMENT TOTAL **	2,778.20

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED	
NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT		AMOUNT	

DEPT 20	FINANCE		DIV 10		FINANCE				
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7379	181826	00 03/11/2013	001-2010-415.53-10	SERVICES	8.20			
						VENDOR TOTAL *	8.20		
0006729	00	ROCKY MOUNTAIN BUSINESS EQUIP, LLC							
M16183	PI7259	181812	00 02/22/2013	001-2010-415.43-20	MISC SERVICES	30.00			
M16184	PI7260	181812	00 02/27/2013	001-2010-415.43-20	MISC SERVICES	30.00			
M16204	PI7261	181812	00 02/27/2013	001-2010-415.43-20	MISC SERVICES	30.00			
M16200	PI7345	181812	00 03/01/2013	001-2010-415.43-20	MISC SERVICES	150.00			
						VENDOR TOTAL *	240.00		
						DEPARTMENT TOTAL **	248.20		

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FUND 001		GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK	CHCK/DUR	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	

DEPT 20	FINANCE		DIV 30		PURCHASING				
0001194	00	CENTURYLINK-PHONE CHARGES							
6872500	3/13	PI7365	181824	00	01/10/2013	001-2030-415.53-10	SERVICES	27.11	
1252400206		PI7380	181826	00	03/11/2013	001-2030-415.53-10	SERVICES	4.10	
							VENDOR TOTAL *	31.21	
							DEPARTMENT TOTAL **	31.21	

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	

DEPT 25	COMMUNITY DEVELOPMENT				DIV 10	PLANNING			
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7381	181826	00	03/11/2013	001-2510-419.53-10	SERVICES	8.20		
						VENDOR TOTAL *	8.20		
0005694	00	ISC INC.							
SIN001118	PI7153	181535	00	03/06/2013	001-2510-419.61-42	COMMUNICATIONS/MEDIA SERV	245.70		
						VENDOR TOTAL *	245.70		
						DEPARTMENT TOTAL **	253.90		

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME	BNR	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
DEPT 25 COMMUNITY DEVELOPMENT DIV 15 CODE COMPLIANCE									
0003540	00	ARROW PRINTING & GRAPHICS, INC							
33201	PI7310	181778	00	03/13/2013	001-2515-419.61-42	UTILITY BILLS	68.33		
							VENDOR TOTAL *	68.33	
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7382	181826	00	03/11/2013	001-2515-419.53-10	SERVICES	1.64		
							VENDOR TOTAL *	1.64	
							DEPARTMENT TOTAL **	69.97	

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FUND NO	GENERAL FUND	VENDOR NAME	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
DEPT 30	POLICE				DIV 10	ADMINISTRATION		
0065537	00	AFFILIATES IN COUNSELING & FORENSIC						
SMALL		PI7157 181614 00 03/02/2013			001-3010-421.38-10	HEALTH RELATED SERVICE	225.00	
						VENDOR TOTAL *	225.00	
0066832	00	BARNEY, CATHY						
218		PI7177 181701 00 03/12/2013			001-3010-421.61-40	MISC SERVICES	50.00	
						VENDOR TOTAL *	50.00	
0066017	00	BEAR'S NATURALLY CLEAN						
7069		PI7227 181751 00 03/15/2013			001-3010-421.42-10	CLEANING SERVICES	555.75	
						VENDOR TOTAL *	555.75	
0005245	00	CAMPBELL COUNTY HOSPITAL DIST						
V00024705766		PI7223 181746 00 03/06/2013			001-3010-421.61-40	HEALTH RELATED SERVICE	41.00	
						VENDOR TOTAL *	41.00	
0001194	00	CENTURYLINK-PHONE CHARGES						
6870024 3/13		PI7361 181822 00 03/01/2013			001-3010-421.53-10	SERVICES	22.62	
1252400206		PI7383 181826 00 03/11/2013			001-3010-421.53-10	SERVICES	45.92	
						VENDOR TOTAL *	68.54	
0006089	00	CITY OF GILLETTE-PETTY CASH						
REIMBURSEMENT		18241 00 03/26/2013			001-3010-421.56-10	PETTY CASH	5.38	
REIMBURSEMENT		18241 00 03/26/2013			001-3010-421.61-40	PETTY CASH	34.12	
						VENDOR TOTAL *	39.50	
0066930	00	MYERS, AMANDA						
217		PI7197 181721 00 03/12/2013			001-3010-421.61-40	MISC SERVICES	50.00	
219		PI7198 181721 00 03/13/2013			001-3010-421.61-40	MISC SERVICES	50.00	
328		PI7199 181721 00 03/16/2013			001-3010-421.61-40	MISC SERVICES	50.00	
225		PI7200 181721 00 03/17/2013			001-3010-421.61-40	MISC SERVICES	50.00	
383		PI7201 181721 00 03/18/2013			001-3010-421.61-40	MISC SERVICES	50.00	
353		PI7202 181721 00 03/19/2013			001-3010-421.61-40	MISC SERVICES	50.00	
						VENDOR TOTAL *	300.00	
0003986	00	NEVE'S UNIFORM INC.						
RP-029446		PI7294 181768 00 03/06/2013			001-3010-421.61-50	CLOTHING & APPAREL	3,071.50	
RP-029446		PI7295 181768 00 03/06/2013			001-3010-421.92-05	CLOTHING & APPAREL	2,227.50	
						VENDOR TOTAL *	5,299.00	
0006220	00	SPILLMAN TECHNOLOGIES, INC.						
25444		PI7156 181581 00 03/14/2013			001-3010-421.32-40	COMPUTERS, DP & WORD PROC	1,975.00	
						VENDOR TOTAL *	1,975.00	
0006108	00	WYOMING WATER SOLUTIONS						
148912		PI7175 181699 00 03/11/2013			001-3010-421.61-40	MISC SERVICES	135.00	
						VENDOR TOTAL *	135.00	
						DEPARTMENT TOTAL **	8,688.79	

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FUND 001 GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

DEPT 30	POLICE			DIV 15	DISPATCH			
0066015	00	HEWLETT PACKARD						
52411713	PI7123	181146 00	02/12/2013	001-3015-421.61-10	COMPUTERS, DP & WORD PROC		2,630.62	
					VENDOR TOTAL *		2,630.62	
					DEPARTMENT TOTAL **		2,630.62	

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FUND NO	GENERAL FUND	VENDOR NAME		BANK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	SEQ#	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO					AMOUNT
DEPT 30	POLICE				DIV 25	VOCA/VANA		
0004910	00	WYOMING COALITION AGAINST			001-3025-421.92-05	EDUCATIONAL SERVICES	75.00	
REG REED 13	PI7176	181700	00	03/14/2013				
						VENDOR TOTAL *	75.00	
						DEPARTMENT TOTAL **	75.00	

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FUND 001	GENERAL FUND							EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
NO	NO	NO						

DEPT 30	POLICE			DIV 30	SUBSTANCE ABUSE PREVENTION			
0066235	00	CAMPBELL COUNTY COMMUNITY RESOURCE						
3-11-13	PI7178	181702	00	03/11/2013	001-3030-421.92-05	MISC SERVICES	161.10	
						VENDOR TOTAL *	161.10	
0003243	00	PERSONAL FRONTIERS, INC.						
AD SPACE	PI7292	181766	00	03/13/2013	001-3030-421.92-05	MISC SERVICES	100.00	
						VENDOR TOTAL *	100.00	
0066865	00	PRO TEXTING						
2322	PI7293	181767	00	03/05/2013	001-3030-421.92-05	MISC SERVICES	396.00	
						VENDOR TOTAL *	396.00	
						DEPARTMENT TOTAL **	657.10	

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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
DEPT 30	POLICE				DIV 40	ANIMAL SHELTER OPERATIONS			
0066918	00	AIR SOLUTIONS LLC							
197		PI7342 181806 00	03/20/2013		001-3040-429.43-10	MISC SERVICES	2,519.00		
						VENDOR TOTAL *	2,519.00		
0002477	00	ANIMAL MEDICAL CENTER OF WYO LLC							
807072		PI7162 181669 00	03/05/2013		001-3040-429.34-10	MISC SERVICES	825.00		
807072		PI7163 181669 00	03/05/2013		001-3040-429.34-10	MISC SERVICES	201.00		
						VENDOR TOTAL *	1,026.00		
0066017	00	BEAR'S NATURALLY CLEAN							
164538		PI7195 181720 00	03/14/2013		001-3040-429.61-60	CLOTHING & APPAREL	18.00		
164539		PI7196 181720 00	03/14/2013		001-3040-429.61-60	CLOTHING & APPAREL	27.00		
						VENDOR TOTAL *	45.00		
0066801	00	BUFFALO VETERINARY CLINIC INC							
88383		PI7129 181668 00	02/25/2013		001-3040-429.34-10	MISC SERVICES	50.00		
						VENDOR TOTAL *	50.00		
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7384 181826 00	03/11/2013		001-3040-429.53-10	SERVICES	7.38		
						VENDOR TOTAL *	7.38		
0066522	00	CROOK COUNTY VETERINARY SERVICE							
23241		PI7241 181769 00	01/29/2013		001-3040-429.34-10	MISC SERVICES	100.00		
						VENDOR TOTAL *	100.00		
0065800	00	SMYLIE ANIMAL CLINIC							
210625		PI7125 181615 00	02/28/2013		001-3040-429.34-10	MISC SERVICES	100.00		
						VENDOR TOTAL *	100.00		
0039485	00	SOURCEGAS							
201713698719		PI7357 181820 00	03/14/2013		001-3040-429.51-20	SERVICES	534.66		
						VENDOR TOTAL *	534.66		
0067011	00	ZOETIS INC							
3007374		PI7287 181764 00	03/01/2013		001-3040-429.61-40	MISC SERVICES	140.88		
3010854		PI7288 181764 00	03/04/2013		001-3040-429.61-40	MISC SERVICES	99.50		
3021191		PI7289 181764 00	03/05/2013		001-3040-429.61-40	MISC SERVICES	20.00		
3021404		PI7290 181764 00	03/05/2013		001-3040-429.61-40	MISC SERVICES	79.25		
3028183		PI7291 181764 00	03/07/2013		001-3040-429.61-40	MISC SERVICES	56.76		
						VENDOR TOTAL *	396.39		
						DEPARTMENT TOTAL **	4,778.43		

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
DEPT 35 PUBLIC WORKS DIV 10 ADMINISTRATION									
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7385	181826	00	03/11/2013	001-3510-419.53-10	SERVICES	3.28		
							VENDOR TOTAL *	3.28	
0000384	00	JLC SIGN SYSTEMS INC.							
4709	PI7181	181705	00	03/04/2013	001-3510-419.61-42	BADGES & OTHER ID EQUIP	36.50		
							VENDOR TOTAL *	36.50	
0006729	00	ROCKY MOUNTAIN BUSINESS EQUIP, LLC							
M16181	PI7124	181610	00	02/27/2013	001-3510-419.43-20	MISC SERVICES	1,351.82		
							VENDOR TOTAL *	1,351.82	
							DEPARTMENT TOTAL **	1,391.60	

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FUND NO	GENERAL FUND	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	SEQ#	VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
DEPT 35	PUBLIC WORKS				DIV 15	PARKS & LANDSCAPING		
0003144	00	ALSCO						
LCAS751534		PI7159 181619	00	03/04/2013	001-3515-452.42-10	CLEANING SERVICES	41.04	
LCAS753160		PI7188 181707	00	03/11/2013	001-3515-452.42-10	CLEANING SERVICES	41.04	
LCAS755134		PI7297 181770	00	03/18/2013	001-3515-452.42-10	CLEANING SERVICES	39.64	
						VENDOR TOTAL *	121.72	
0001194	00	CENTURYLINK-PHONE CHARGES						
1252400206		PI7386 181826	00	03/11/2013	001-3515-452.53-10	SERVICES	5.74	
						VENDOR TOTAL *	5.74	
0000401	00	CPS DISTRIBUTORS						
1713801-00		PI7300 181772	00	03/18/2013	001-3515-452.61-41	ELECTRONIC COMPONENTS	2,770.73	
						VENDOR TOTAL *	2,770.73	
0065491	00	POKEY'S BBQ						
17312		PI7298 181771	00	03/15/2013	001-3515-452.63-10	MISC SERVICES	167.50	
						VENDOR TOTAL *	167.50	
0005295	00	PRO BUILT HOMES, INC.						
33371		PI7179 181704	00	03/04/2013	001-3515-452.32-40	MISC SERVICES	280.00	
33372		PI7180 181704	00	03/07/2013	001-3515-452.32-40	MISC SERVICES	280.00	
						VENDOR TOTAL *	560.00	
0003376	00	PROELECTRIC, INC.						
20130179		PI7126 181617	00	02/05/2013	001-3515-452.61-41	MISC SERVICES	3,465.00	
						VENDOR TOTAL *	3,465.00	
0039485	00	SOURCEGAS						
201446734356		PI7353 181820	00	03/14/2013	001-3515-452.51-20	SERVICES	134.22	
						VENDOR TOTAL *	134.22	
0065628	00	WESTERN SERVICES, LLC						
2289		PI7189 181708	00	03/08/2013	001-3515-452.36-10	MISC SERVICES	2,500.00	
						VENDOR TOTAL *	2,500.00	
						DEPARTMENT TOTAL **	9,724.91	

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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
DEPT 35	PUBLIC WORKS			DIV 20	SWIMMING POOL				
0039485	00	SOURCEGAS							
201357754138	PI7348	181820	00	03/13/2013	001-3520-451.51-20	SERVICES	70.23		
						VENDOR TOTAL *	70.23		
						DEPARTMENT TOTAL **	70.23		

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FUND 001		GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR	
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED	
NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT		AMOUNT	

DEPT 35	PUBLIC WORKS			DIV 25	FORSTRY				
0003144	00	ALSCO							
LCAS751533	PI7158	181619	00 03/04/2013	001-3525-452.42-10	CLEANING SERVICES	4.36			
LCAS753359	PI7187	181707	00 03/11/2013	001-3525-452.42-10	CLEANING SERVICES	4.36			
LCAS755133	PI7296	181770	00 03/18/2013	001-3525-452.42-10	CLEANING SERVICES	4.36			
					VENDOR TOTAL *	13.08			
0059645	00	WYOMING MACHINERY CO.							
R1018211	PI7119	181713	00 01/30/2013	001-3525-452.44-20	PUBLIC WORKS & RELATED SE	3,798.90			
R1018212	PI7133	181673	00 02/27/2013	001-3525-452.44-20	ROAD HWY HEAVY EQUIPMENT	3,798.90			
					VENDOR TOTAL *	7,597.80			
					DEPARTMENT TOTAL **	7,610.88			

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FUND 001	GENERAL FUND	VENDOR NAME		BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EPT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE		NO	NO						AMOUNT
NO									
DEPT 35	PUBLIC WORKS					DIV 35	STREETS		
0003144	00	ALSCO							
LCAS753354		PI7164	181675	00	03/11/2013	001-3535-431.42-10	CLEANING SERVICES	60.66	
LCAS755128		PI7304	181776	00	03/18/2013	001-3535-431.42-10	CLEANING SERVICES	60.66	
							VENDOR TOTAL *	121.32	
0066017	00	BEAR'S NATURALLY CLEAN							
165413		PI7303	181775	00	03/19/2013	001-3535-431.42-10	CLEANING SERVICES	13.99	
							VENDOR TOTAL *	13.99	
0004680	00	BURLINGTON NORTHERN SANTA FE							
13021566		PI7144	181712	00	02/15/2013	001-3535-431.36-10	MISC SERVICES	506.05	
							VENDOR TOTAL *	506.05	
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7387	181826	00	03/11/2013	001-3535-431.53-10	SERVICES	3.28	
							VENDOR TOTAL *	3.28	
0004312	00	DESERT MOUNTAIN CORP							
12-27093		PI7265	180270	00	03/07/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,495.44	
12-27096		PI7266	180270	00	03/07/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	5,173.34	
12-27094		PI7267	180270	00	03/11/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,497.00	
12-27095		PI7268	180270	00	03/11/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,509.49	
12-27090		PI7269	180270	00	03/15/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,361.49	
12-27225		PI7270	180270	00	03/15/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	3,694.44	
12-27227		PI7271	180270	00	03/15/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,230.88	
12-27228		PI7272	180270	00	03/16/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,268.20	
12-27231		PI7273	180270	00	03/16/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,897.24	
12-27229		PI7274	180270	00	03/18/2013	001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	4,417.42	
							VENDOR TOTAL *	44,544.94	
0004096	00	EDGE CONSTRUCTION SUPPLY							
673152		PI7191	181710	00	03/11/2013	001-3535-431.61-50	PUBLIC WORKS & RELATED SE	94.32	
							VENDOR TOTAL *	94.32	
0001490	00	NORCO, INC							
11110800		PI7132	181672	00	02/28/2013	001-3535-431.61-70	HARDWARE, AND ALLIED ITEMS	22.63	
							VENDOR TOTAL *	22.63	
0065491	00	POKEY'S BBQ							
17312		PI7299	181771	00	03/15/2013	001-3535-431.63-10	MISC SERVICES	220.00	
							VENDOR TOTAL *	220.00	
0006990	00	POWDER RIVER CONSTRUCTION, INC							
13175		PI7190	181709	00	03/08/2013	001-3535-431.43-34	CONSTRUCTION	1,088.31	
							VENDOR TOTAL *	1,088.31	
0051135	00	POWDER RIVER ENERGY CORP.							
U3361 2/13		PI7306	181777	00	03/18/2013	001-3535-431.51-30	MISC SERVICES	32.00	
U9600 2/813		PI7307	181777	00	03/18/2013	001-3535-431.51-30	MISC SERVICES	31.37	
							VENDOR TOTAL *	63.37	
0003376	00	PROELECTRIC, INC.							
20130174		PI7134	181674	00	02/12/2013	001-3535-431.43-10	ELECTRICAL EQUIP & SUPPLY	557.43	
20130026		PI7243	181794	00	01/08/2013	001-3535-431.43-21	MISC SERVICES	615.00	
							VENDOR TOTAL *	1,172.43	
0039485	00	SOURCEGAS							
201357757305		PI7350	181820	00	03/14/2013	001-3535-431.51-20	SERVICES	232.87	
							VENDOR TOTAL *	232.87	
							DEPARTMENT TOTAL **	48,083.51	

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FUND NO	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUS	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT

DEPT 40	ENGINEERING				DIV 10	ENGINEERING			
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7388	181826	00	03/11/2013	001-4010-419.53-10	SERVICES	14.76		
						VENDOR TOTAL *	14.76		
0005694	00	ISC INC.							
SIN001118	PI7154	181535	00	03/06/2013	001-4010-419.61-42	COMMUNICATIONS/MEDIA SERV	245.70		
						VENDOR TOTAL *	245.70		
0003221	00	PCA ENGINEERING, INC.							
19068	PI7205	181730	00	03/05/2013	001-4010-419.34-10	MISC SERVICES	175.00		
19069	PI7206	181730	00	03/05/2013	001-4010-419.34-10	MISC SERVICES	175.00		
19070	PI7207	181730	00	03/05/2013	001-4010-419.34-10	MISC SERVICES	175.00		
						VENDOR TOTAL *	525.00		
0002641	00	POWDER BASIN CHAPTER-HSPE							
JENSEN 13	PI7311	181779	00	03/21/2013	001-4010-419.59-10	EDUCATIONAL SERVICES	80.00		
RICHARDSON 13	PI7312	181779	00	03/21/2013	001-4010-419.59-10	EDUCATIONAL SERVICES	80.00		
						VENDOR TOTAL *	160.00		
						DEPARTMENT TOTAL **	945.46		

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FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
DEPT 40 ENGINEERING				DIV 25 TRAFFIC SAFETY					
0065684	00	AM SIGNAL, INC.							
M15691		PI7346 181813	00	03/19/2013	001-4025-424.43-30	SIGNS-MAT,EQUIP.,SUPPLIES	435.00		
VENDOR TOTAL *							435.00		
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7390 181826	00	03/11/2013	001-4025-424.53-10	SERVICES	1.64		
VENDOR TOTAL *							1.64		
DEPARTMENT TOTAL **							436.64		
FUND TOTAL ***							180,442.69		
001	GENERAL FUND	CASH ON HAND		41,598,054.90-					

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FUND 201 1½ OPT SALES TAX FUND									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	

DEPT 10	ADMINISTRATION			DIV 11 1½		OPTIONAL SALES TAX			
0066991	00	BACKFLOW PROTECTION							
1763		PI7277 181454 00 03/13/2013			201-1011-419.73-11	GROUNDS & PARK SERVICES	2,693.60		
							VENDOR TOTAL *	2,693.60	
0026488	00	DANA KEPNER COMPANY, INC.							
2216587-00		PI7151 181529 00 03/19/2013			201-1011-419.73-11	GROUNDS & PARK SERVICES	8,844.36		
							VENDOR TOTAL *	8,844.36	
0006445	00	HKM ENGINEERING INC.							
PR H22 06EN40		PI7247 165794 00 02/28/2013			201-1011-419.74-11	PUBLIC WORKS & RELATED SE	5,070.50		
							VENDOR TOTAL *	5,070.50	
0006990	00	POWDER RIVER CONSTRUCTION, INC							
PR H7 08EN50		PI7249 167183 00 02/28/2013			201-1011-419.74-03	PUBLIC WORKS & RELATED SE	2,318.00		
							VENDOR TOTAL *	2,318.00	
0067002	00	TECHCORR USA MANAGEMENT LLC							
102326		PI7160 181661 00 03/12/2013			201-1011-419.74-02	SIGNS-MAT,EQUIP.,SUPPLIES	533.00		
							VENDOR TOTAL *	533.00	
							DEPARTMENT TOTAL **	19,459.46	
201	1½	OPT SALES TAX FUND		CASH ON HAND	15,143,427.26	FUND TOTAL ***	19,459.46		

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FUND 301 MADISON WATER LINE									
VEND NO	SEQ#	VENDOR NAME		ACCOUNT	ITEM	CHECK		SFT, EPAY OR	
INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	NO	DESCRIPTION	AMOUNT		HAND-ISSUED AMOUNT	

DEPT 45 UTILITIES				DIV 30 WATER					
0006506	00	BURNS & MCDONNELL CORP							
PR #37 0EN758	PI7248	166396	00 02/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	66,505.57			
PR #9 07EN58	PI7250	178226	00 02/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	204,621.98			
					VENDOR TOTAL *	271,127.55			
0006092	00	CITY OF GILLETTE							
RET #7 07EN58	PI7251	178762	00 02/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	259,039.89			
RRT #13 07EN58	PI7263	175481	00 03/06/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	39,115.85			
					VENDOR TOTAL *	298,155.74			
0007095	00	GARNEY WYOMING, INC.							
PR #7 07EN58	PI7254	181715	00 02/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	2,331,359.00			
					VENDOR TOTAL *	2,331,359.00			
0066917	00	GROUND ENGINEERING CONSULTANTS							
PR #7 07EN58	PI7252	179041	00 02/19/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	9,804.50			
					VENDOR TOTAL *	9,804.50			
0006445	00	HKM ENGINEERING INC.							
PR #6 12UT05	PI7264	179728	00 03/01/2013	301-4530-441.74-21	PUBLIC WORKS & RELATED SE	55,789.03			
					VENDOR TOTAL *	55,789.03			
0006278	00	LAYNE CHRISTENSEN CO.							
PR #13 07EN58	PI7262	175480	00 03/06/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	327,292.64			
					VENDOR TOTAL *	327,292.64			
0066886	00	TIC - THE INDUSTRIAL COMPANY WYO.							
PR #9 07EN58	PI7253	181393	00 02/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	757,852.49			
					VENDOR TOTAL *	757,852.49			
					DEPARTMENT TOTAL **	4,051,380.95			
301 MADISON WATER LINE		CASH ON HAND		29,811,361.96	FUND TOTAL ***	4,051,380.95			

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FUND 501 UTILITIES ADMINISTRATION										
VEND NO	SEQ#	VENDOR NAME		ACCOUNT	ITEM	CHECK	EFT, EPAY OR			
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED			
NO	NO	NO	DATE				AMOUNT			

DEPT 45 UTILITIES		DIV 10 UTILITIES ADMINISTRATION								
0001194	00	CENTURYLINK-PHONE CHARGES								
1252400206	PI7391	181826	00 03/11/2013	501-4510-440.53-10	SERVICES		4.92			
						VENDOR TOTAL *	4.92			
0006729	00	ROCKY MOUNTAIN BUSINESS EQUIP, LLC								
M16270	PI7281	181758	00 03/18/2013	501-4510-440.61-42	MISC SERVICES		576.00			
						VENDOR TOTAL *	576.00			
						DEPARTMENT TOTAL **	580.92			

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FUND 501 UTILITIES ADMINISTRATION									
VEND NO	SEQ#	VENDOR NAME							
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, SPAY OR HAND-ISSUED AMOUNT	
DEPT 45 UTILITIES DIV 11 CUSTOMER SERVICE									
0066176	00	ONLINE INFORMATION SERVICES, INC.							
08420000008	PI7130	181670	00	02/28/2013	501-4511-440.33-10	MISC SERVICES	494.08		
478728	PI7131	181670	00	02/28/2013	501-4511-440.33-10	MISC SERVICES	309.94		
							VENDOR TOTAL *	804.02	
0088888	00	RITTHALER, AUDRA & PATRICK							
000043305	UT		00	03/21/2013	501-4511-440.35-10	MANUAL DEPOSIT REFUND	201.32		
							VENDOR TOTAL *	201.32	
0088888	00	SMELSER, JASON							
000075631	UT		00	04/01/2013	501-4511-440.35-10	FINAL BILL REFUND	12.40		
							VENDOR TOTAL *	12.40	
0088888	00	SNOWDEN, TAYLOR							
000074463	UT		00	03/25/2013	501-4511-440.35-10	FINAL BILL REFUND	59.20		
							VENDOR TOTAL *	59.20	
0001343	00	SUNGARD PUBLIC SECTOR INC.							
62678	PI7344	181808	00	03/13/2013	501-4511-440.38-10	EQUIPMENT MAINT & REPAIR	65.95		
							VENDOR TOTAL *	65.95	
0088888	00	TSCHIRCH, JONATHAN P							
000072581	UT		00	03/20/2013	501-4511-440.35-10	FINAL BILL REFUND	174.03		
							VENDOR TOTAL *	174.03	
0088888	00	WIXOM, KARA & WILLIAM *							
000065547	UT		00	04/01/2013	501-4511-440.35-10	FINAL BILL REFUND	21.99		
							VENDOR TOTAL *	21.99	
							DEPARTMENT TOTAL **	3,055.29	

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FUND 501 UTILITIES ADMINISTRATION									
VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	NO	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT

DEPT 45 UTILITIES					DIV 13 ELECTRICAL ENGINEERING				
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7393	181826	00	03/11/2013	501-4513-440.53-10	SERVICES	11.48	
								VENDOR TOTAL *	11.48
								DEPARTMENT TOTAL **	11.48
								FUND TOTAL ***	3,647.69
501 UTILITIES ADMINISTRATION		CASH ON HAND		1,272,981.14-					

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FUND 502		SOLID WASTE FUND									
VEND NO	SRQ#	VENDOR NAME								EFT, EPAY OR	
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT			HAND-ISSUED AMOUNT	
DEPT 45 UTILITIES		DIV 20		SOLID WASTE							
0003144	00	ALSCO									
LCAS753357	PI7165	181675	00	03/11/2013	502-4520-432.42-10	CLEANING SERVICES	25.88				
LCAS755131	PI7305	181776	00	03/18/2013	502-4520-432.42-10	CLEANING SERVICES	25.88				
							VENDOR TOTAL *	51.76			
0005237	00	CAMPBELL COUNTY ENGINEERS									
FEBRUARY 2013	PI7143	181711	00	02/28/2013	502-4520-432.32-40	PUBLIC WORKS & RELATED SE	52,577.85				
							VENDOR TOTAL *	52,577.85			
0001194	00	CENTURYLINK-PHONE CHARGES									
1252400206	PI7394	181826	00	03/11/2013	502-4520-432.53-10	SERVICES	3.28				
							VENDOR TOTAL *	3.28			
							DEPARTMENT TOTAL **	52,632.89			
502	SOLID WASTE FUND			CASH ON HAND	1,528,170.63	FUND TOTAL ***	52,632.89				

BANK: 00

FUND 503	WATER FUND	VENDOR NAME		BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE		NO	NO						AMOUNT
NO									
DEPT 45	UTILITIES					DIV 30	WATER		
0004317	00	ACTION LOCK AND KEY							
25799		PI7210 181735	00	03/06/2013		503-4530-441.61-50	MISC SERVICES	45.00	
							VENDOR TOTAL *	45.00	
0003144	00	ALSCO							
LCAS751530		PI7168 181680	00	03/04/2013		503-4530-441.42-10	CLEANING SERVICES	31.28	
LCAS753356		PI7169 181680	00	03/11/2013		503-4530-441.42-10	CLEANING SERVICES	31.28	
LCAS755130		PI7216 181738	00	03/18/2013		503-4530-441.42-10	CLEANING SERVICES	31.28	
							VENDOR TOTAL *	93.84	
0006577	00	BLACK CAT CONSTRUCTION LLC							
1298		PI7139 181688	00	02/22/2013		503-4530-441.43-41	ROAD/HIGHWAY MATERIAL	275.00	
							VENDOR TOTAL *	275.00	
0065950	00	BRANNAN TRUCKING, INC							
10130		PI7172 181683	00	03/06/2013		503-4530-441.43-41	EQUIPMENT RENTAL	2,800.00	
							VENDOR TOTAL *	2,800.00	
0004680	00	BURLINGTON NORTHERN SANTA FE							
13031416		PI7217 181739	00	03/13/2013		503-4530-441.44-20	MISC SERVICES	3,689.62	
13031650		PI7218 181739	00	03/13/2013		503-4530-441.44-20	MISC SERVICES	1,106.88	
							VENDOR TOTAL *	4,796.50	
0001194	00	CENTURYLINK-PHONE CHARGES							
6853227	3/13	PI7362 181823	00	03/10/2013		503-4530-441.53-10	SERVICES	40.15	
6854271	3/13	PI7363 181823	00	03/10/2013		503-4530-441.53-10	SERVICES	59.60	
6854308	3/13	PI7364 181823	00	03/10/2013		503-4530-441.53-10	SERVICES	59.10	
1252400206		PI7395 181826	00	03/11/2013		503-4530-441.53-10	SERVICES	21.32	
							VENDOR TOTAL *	180.17	
0026488	00	DANA KEPNER COMPANY, INC.							
2216530-00		PI7136 181684	00	02/28/2013		503-4530-441.43-20	PIPE FITTINGS & VALVES	109.05	
							VENDOR TOTAL *	109.05	
0008670	00	DPC INDUSTRIES, INC.							
727000049-13		PI7137 181685	00	02/27/2013		503-4530-441.61-41	CHEMICAL, COMM, BULK	2,572.65	
							VENDOR TOTAL *	2,572.65	
0018220	00	HACH COMPANY							
8192135		PI7167 181679	00	03/08/2013		503-4530-441.43-20	CHEMICAL, COMM, BULK	1,354.57	
8194380		PI7213 181737	00	03/11/2013		503-4530-441.43-20	EQUIPMENT MAINT & REPAIR	978.00	
8196411		PI7214 181737	00	03/12/2013		503-4530-441.43-20	EQUIPMENT MAINT & REPAIR	1,425.31	
8196900		PI7215 181737	00	03/12/2013		503-4530-441.43-20	EQUIPMENT MAINT & REPAIR	3,260.00	
							VENDOR TOTAL *	7,017.88	
0065603	00	MCCROMETER, INC.							
412183 RI		PI7275 180442	00	03/08/2013		503-4530-441.43-20	WATER EQUIPMENT	38,266.72	
							VENDOR TOTAL *	38,266.72	
0005896	00	MUNICIPAL TREATMENT EQUIPMENT							
131246		PI7166 181678	00	03/11/2013		503-4530-441.43-20	EQUIPMENT MAINT & REPAIR	1,057.21	
							VENDOR TOTAL *	1,057.21	
0001490	00	NORCO, INC							
11110799		PI7138 181686	00	02/28/2013		503-4530-441.61-50	WELDING EQUIPMENT	32.55	
							VENDOR TOTAL *	32.55	
0051135	00	POWDER RIVER ENERGY CORP.							
DE0507 1/13		PI7170 181681	00	03/07/2013		503-4530-441.51-30	MISC SERVICES	302.68	
DE0647 1/13		PI7171 181681	00	03/07/2013		503-4530-441.51-30	MISC SERVICES	1,104.20	
DR5102 2/13		PI7211 181736	00	03/18/2013		503-4530-441.51-30	MISC SERVICES	1,030.48	
DR6066 2/13		PI7212 181736	00	03/18/2013		503-4530-441.51-30	MISC SERVICES	120.47	
DR5565 2/13		PI7233 181736	00	03/18/2013		503-4530-441.51-30	MISC SERVICES	7,350.22	
							VENDOR TOTAL *	9,908.05	
0003376	00	PROELECTRIC, INC.							

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FUND 503 WATER FUND									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	

DEPT 45	UTILITIES				DIV 30	WATER			
0003376	00	PROELECTRIC, INC.							
20130272		PI7203 181728	00	03/06/2013	503-4530-441.75-10	MISC SERVICES	919.93		
						VENDOR TOTAL *	919.93		
0039485	00	SOURCEGAS							
201446734357		PI7354 181820	00	03/14/2013	503-4530-441.51-20	SERVICES	393.21		
						VENDOR TOTAL *	393.21		
0066849	00	STRATA, INC.							
G1130093-IN		PI7135 181682	00	02/28/2013	503-4530-441.34-10	MISC SERVICES	33.60		
						VENDOR TOTAL *	33.60		
0005494	00	USABLUBOOK							
864591		PI7118 181687	00	01/22/2013	503-4530-441.61-50	WATER FIRE HYDRANTS	550.73		
						VENDOR TOTAL *	550.73		
						DEPARTMENT TOTAL **	69,052.09		
503	WATER FUND				CASH ON HAND	4,192,191.48			
						FUND TOTAL ***	69,052.09		

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FUND 504	POWER FUND	VENDOR NAME	BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR
VEND NO	SEQ#	VOUCHER P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
INVOICE		NO						AMOUNT
NO								
DEPT 45	UTILITIES			DIV 40	POWER			
0004049	00	BORDER STATES ELECTRIC						
9053444144		PI7329 181799 00 03/06/2013			504-4540-442.61-50	ELECTRICAL EQUIP & SUPPLY	2,648.00	
						VENDOR TOTAL *	2,648.00	
0001194	00	CENTURYLINK-PHONE CHARGES						
1252400206		PI7396 181826 00 03/11/2013			504-4540-442.53-10	SERVICES	9.84	
						VENDOR TOTAL *	9.84	
0006861	00	FREUDENTHAL + BONDS, P.C.						
DEC 12 - FEB 13		PI7128 181667 00 02/28/2013			504-4540-442.32-30	MISC SERVICES	12,399.42	
						VENDOR TOTAL *	12,399.42	
0006690	00	HD SUPPLY POWER SOLUTIONS, LTD						
2219936-00		PI7328 181798 00 03/05/2013			504-4540-442.74-32	ELECTRICAL CABLES/WIRE NE	1,589.88	
						VENDOR TOTAL *	1,589.88	
0003051	00	MCM GENERAL CONTRACTORS						
13-52		PI7330 181800 00 03/20/2013			504-4540-442.74-30	PUBLIC WORKS & RELATED SE	9,591.88	
13-53		PI7331 181800 00 03/20/2013			504-4540-442.74-30	PUBLIC WORKS & RELATED SE	34,245.08	
						VENDOR TOTAL *	43,836.96	
0004897	00	ONE CALL OF WYOMING COPR						
31537		PI7327 181797 00 03/04/2013			504-4540-442.34-10	MISC SERVICES	126.75	
						VENDOR TOTAL *	126.75	
0018260	00	PAINTBRUSH SEWER & DRAIN						
110111--01		PI7314 181790 00 03/14/2013			504-4540-442.74-32	MISC SERVICES	220.00	
						VENDOR TOTAL *	220.00	
0066330	00	PRIME POWER & COMMUNICATIONS						
INJCO0000897		PI7324 181795 00 03/11/2013			504-4540-442.74-32	MISC SERVICES	47,670.00	
INJCO0000898		PI7325 181795 00 03/11/2013			504-4540-442.43-52	MISC SERVICES	1,570.00	
INJCO0000899		PI7326 181795 00 03/11/2013			504-4540-442.44-20	MISC SERVICES	5,408.00	
						VENDOR TOTAL *	54,648.00	
0003376	00	PROELECTRIC, INC.						
20130021		PI7242 181794 00 01/03/2013			504-4540-442.34-10	MISC SERVICES	661.70	
20130266		PI7316 181794 00 03/05/2013			504-4540-442.34-10	MISC SERVICES	907.65	
20130267		PI7317 181794 00 03/05/2013			504-4540-442.34-10	MISC SERVICES	767.80	
20130268		PI7318 181794 00 03/06/2013			504-4540-442.34-10	MISC SERVICES	1,024.95	
20130292		PI7319 181794 00 03/08/2013			504-4540-442.34-10	MISC SERVICES	2,695.55	
20130291		PI7320 181794 00 03/12/2013			504-4540-442.34-10	MISC SERVICES	808.70	
20130297		PI7321 181794 00 03/13/2013			504-4540-442.34-10	MISC SERVICES	647.65	
20130298		PI7322 181794 00 03/13/2013			504-4540-442.34-10	MISC SERVICES	672.15	
20130299		PI7323 181794 00 03/14/2013			504-4540-442.34-10	MISC SERVICES	708.75	
						VENDOR TOTAL *	8,894.90	
0005790	00	QUALITY UTILITY EQUIPMENT						
36986		PI7258 181796 00 02/28/2013			504-4540-442.43-20	MISC SERVICES	116.21	
						VENDOR TOTAL *	116.21	
0065624	00	RAILROAD MANAGEMENT CO. III, LLC						
294528		PI7257 181793 00 02/25/2013			504-4540-442.44-20	MISC SERVICES	132.87	
						VENDOR TOTAL *	132.87	
0066913	00	SAIC ENERGY, ENVIRONMENT, &						
11-1311		PI7301 181773 00 03/19/2013			504-4540-442.32-30	MISC SERVICES	7,710.50	
						VENDOR TOTAL *	7,710.50	
0039485	00	SOURCEGAS						
201446734359		PI7356 181820 00 03/14/2013			504-4540-442.51-20	SERVICES	287.14	
						VENDOR TOTAL *	287.14	
0048496	00	SPIEGEL & MCDIARMID, LLP						
210204999		PI7147 181731 00 02/15/2013			504-4540-442.32-30	MISC SERVICES	1,485.00	
						VENDOR TOTAL *	1,485.00	

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FUND 504		POWER FUND							
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
DEPT 45 UTILITIES				DIV 40 POWER					
0066884	00	T & T CRANES							
11446		PI7315 181791	00	03/19/2013	504-4540-442.74-32	MISC SERVICES	2,635.00		
VENDOR TOTAL *							2,635.00		
0066008	00	WEST PLAINS ENGINEERING							
BU08009-001027		PI7256 181792	00	02/22/2013	504-4540-442.74-30	MISC SERVICES	1,962.50		
VENDOR TOTAL *							1,962.50		
DEPARTMENT TOTAL **							138,702.97		
504	POWER FUND	CASH ON HAND			2,795,837.93	FUND TOTAL ***	138,702.97		

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FUND 505	SEWER FUND	VENDOR NAME		BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE		NO	NO						AMOUNT
NO									
DEPT 45	UTILITIES					DIV 50	SEWER		
0005704	00	AIRGAS INTERMOUNTAIN							
9908181288		PI7148 181742	00 02/28/2013			505-4550-443.44-20	EQUIPMENT MAINT & REPAIR	34.85	
							VENDOR TOTAL *	34.85	
0003144	00	ALSCO							
LCAS748575		PI7142 181693	00 02/21/2013			505-4550-443.42-10	CLOTHING & APPAREL	27.00	
							VENDOR TOTAL *	27.00	
0006577	00	BLACK CAT CONSTRUCTION LLC							
1296		PI7149 181744	00 02/22/2013			505-4550-443.32-10	EQUIPMENT MAINT & REPAIR	4,004.87	
							VENDOR TOTAL *	4,004.87	
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7397 181826	00 03/11/2013			505-4550-443.53-10	SERVICES	12.30	
							VENDOR TOTAL *	12.30	
0006678	00	CONTRACTORS SUPPLY, INC.							
550860		PI7276 181166	00 03/09/2013			505-4550-443.43-20	POLICE EQUIPMENT & SUPP	5,700.00	
							VENDOR TOTAL *	5,700.00	
0008670	00	DPC INDUSTRIES, INC.							
727000050-13		PI7141 181691	00 02/07/2013			505-4550-443.61-41	CHEMICAL, COMM, BULK	9,920.48	
							VENDOR TOTAL *	9,920.48	
0001123	00	ENERGY LABORATORIES, INC							
330300073		PI7173 181689	00 03/07/2013			505-4550-443.34-10	PUBLIC WORKS & RELATED SE	20.00	
							VENDOR TOTAL *	20.00	
0004082	00	HILLCREST SPRING WATER INC.							
1056324		PI7140 181690	00 02/20/2013			505-4550-443.61-40	CHEMICAL, COMM, BULK	324.00	
							VENDOR TOTAL *	324.00	
0022165	00	INTER-MOUNTAIN LABS, INC.							
134142		PI7221 181743	00 03/08/2013			505-4550-443.61-41	EQUIPMENT MAINT & REPAIR	75.00	
							VENDOR TOTAL *	75.00	
0000858	00	JOHNSON CONTROLS, INC.							
1-6543370849		PI7222 181745	00 03/13/2013			505-4550-443.43-10	EQUIPMENT MAINT & REPAIR	2,481.25	
							VENDOR TOTAL *	2,481.25	
0051135	00	POWDER RIVER ENERGY CORP.							
DE0214 1/13		PI7220 181741	00 03/07/2013			505-4550-443.51-10	EQUIPMENT MAINT & REPAIR	871.98	
							VENDOR TOTAL *	871.98	
0065861	00	PRICE, BRANDON							
NOV 12-MAR 13		PI7174 181692	00 03/06/2013			505-4550-443.58-10	MISC SERVICES	800.00	
1/7-3/3/13		PI7286 181763	00 03/15/2013			505-4550-443.58-10	MISC SERVICES	600.00	
							VENDOR TOTAL *	1,400.00	
0000383	00	SAFETY-KLEEN SYSTEMS, INC.							
60123613		PI7219 181740	00 03/07/2013			505-4550-443.61-70	EQUIPMENT MAINT & REPAIR	337.11	
							VENDOR TOTAL *	337.11	
0039485	00	SOURCEGAS							
201802684939		PI7358 181820	00 03/14/2013			505-4550-443.51-20	SERVICES	6,699.60	
							VENDOR TOTAL *	6,699.60	
							DEPARTMENT TOTAL **	31,908.44	
505	SEWER FUND					CASH ON HAND	1,842,451.38		
							FUND TOTAL ***	31,908.44	

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FUND 601 BUILDING MAINTENANCE FUND										
VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/ DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
DEPT 15 ADMINISTRATIVE SERVICES DIV 24 MAINT OF CITY BUILDINGS										
0006034	00	AIR-TECH INC.								
34870		PI7343 181807	00	03/15/2013		601-1524-419.43-10		MISC SERVICES	350.40	
									VENDOR TOTAL *	350.40
0003144	00	ALSCO								
LCAS753358		PI7337 181803	00	03/11/2013		601-1524-419.42-10		AUTO & TRUCK ACCESSORIES	123.22	
LCAS755132		PI7339 181803	00	03/18/2013		601-1524-419.42-10		AUTO & TRUCK ACCESSORIES	123.22	
									VENDOR TOTAL *	246.44
0001194	00	CENTURYLINK-PHONE CHARGES								
1252400206		PI7398 181826	00	03/11/2013		601-1524-419.53-10		SERVICES	4.92	
									VENDOR TOTAL *	4.92
0039485	00	SOURCEGAS								
201357757465		PI7351 181820	00	03/14/2013		601-1524-419.51-20		SERVICES	600.93	
201357757315		PI7352 181820	00	03/14/2013		601-1524-419.51-20		SERVICES	348.73	
201802687887		PI7359 181820	00	03/14/2013		601-1524-419.51-20		SERVICES	1,724.17	
									VENDOR TOTAL *	2,673.83
									DEPARTMENT TOTAL **	3,275.59
601	BUILDING MAINTENANCE FUND		CASH ON HAND			149,915.95-	FUND TOTAL ***		3,275.59	

BANK: 00

FUND 603		CITY WAREHOUSE FUND							
VEND NO	SEQ#	VENDOR NAME							
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
DEPT 00					DIV 00				
0005928	00	KRIZ-DAVIS COMPANY							
						VENDOR TOTAL *	8,955.65		
0034290	00	NEWMAN SIGNS, INC.							
TI-0259550	PI7095		00	03/07/2013	603-0000-140.01-00	SIGNS-MAT,EQUIP.,SUPPLIES	122.20		
						VENDOR TOTAL *	122.20		
0057276	00	WATERWORKS INDUSTRIES INC							
119706-00	PI7090		00	03/12/2013	603-0000-140.01-00	ELECTRICAL EQUIP & SUPPLY	600.00		
						VENDOR TOTAL *	600.00		
0000464	00	WESCO DISTRIBUTION, INC.							
083200	PI7080		00	03/12/2013	603-0000-140.01-00	ELECTRICAL EQUIP & SUPPLY	450.65		
						VENDOR TOTAL *	450.65		
						DEPARTMENT TOTAL **	46,432.75		

BANK: 00

FUND 603 CITY WAREHOUSE FUND									
VEND NO	SEQ#	VENDOR NAME							
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	SFT, SPAY OR HAND-ISSUED AMOUNT	
DEPT 20 FINANCE DIV 25 WAREHOUSE									
0003144	00	ALSCO							
LCAS753362	PI7161	181662	00	03/11/2013	603-2025-415.42-10	FLOOR COVERING, INSTALL ET	27.58		
LCAS755136	PI7208	181732	00	03/18/2013	603-2025-415.42-10	FLOOR COVERING, INSTALL ET	27.58		
							VENDOR TOTAL *	55.16	
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206	PI7399	181826	00	03/11/2013	603-2025-415.53-10	SERVICES	5.74		
							VENDOR TOTAL *	5.74	
0003376	00	PROELECTRIC, INC.							
20130278	PI7224	181747	00	03/07/2013	603-2025-415.43-10	PUBLIC WORKS & RELATED SE	688.80		
							VENDOR TOTAL *	688.80	
0039485	00	SOURCEGAS							
201002021472	PI7349	181820	00	03/14/2013	603-2025-415.51-20	SERVICES	548.34		
							VENDOR TOTAL *	548.34	
							DEPARTMENT TOTAL **	1,298.04	
603	CITY WARSHOUSE FUND			CASH ON HAND	1,598,598.40	FUND TOTAL ***	47,730.79		

BANK: 00

FUND 604		VEHICLE MAINTENANCE							
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	NO	VOUCHER P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED	AMOUNT
NO	NO	NO						AMOUNT	
DEPT 15 ADMINISTRATIVE SERVICES DIV 50 VEHICLE MAINTENANCE									
0001194	00	CENTURYLINK-PHONE CHARGES							
1252400206		PI7400 181826 00 03/11/2013			604-1550-419.53-10	SERVICES	4.10		
							VENDOR TOTAL *	4.10	
0006630	00	COLLINS COMMUNICATIONS, INC							
050977-01		PI7116 181296 00 01/28/2013			604-1550-419.61-41	VEHICLE PARTS AND SERVICE	119.35		
							VENDOR TOTAL *	119.35	
0005375	00	SOUTHWESTERN EQUIPMENT COMPANY							
027628		PI7117 181555 00 01/31/2013			604-1550-419.61-41	VEHICLE PARTS AND SERVICE	780.52		
							VENDOR TOTAL *	780.52	
							DEPARTMENT TOTAL **	903.97	
604	VEHICLE MAINTENANCE	CASH ON HAND			496,199.03-	FUND TOTAL ***	903.97		

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FUND 702 INSURANCE FUND									
VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
NO	NO	NO						AMOUNT	
DEPT 15 ADMINISTRATIVE SERVICES DIV 95 INSURANCE									
0067005	00	BELFOR USA							
11710-0-1003	PI7115	181750	00	03/16/2011	702-1595-419.92-06	MISC SERVICES	30,587.37		
							VENDOR TOTAL *	30,587.37	
							DEPARTMENT TOTAL **	30,587.37	
							FUND TOTAL ***	30,587.37	
702	INSURANCE FUND	CASH ON HAND			34,237.11				
							TOTAL EXPENDITURES ****	4,629,724.90	
GRAND TOTAL *****								4,629,724.90	

BANK: 00

FUND 301 MADISON WATER LINE

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUS	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
DEPT 45 UTILITIES DIV 30 WATER								
0000078	00	CAMPBELL COUNTY ABSTRACT						
MARCH/DELVALLE	18306		00	03/18/2013	301-4530-441.74-11	PERMANENT WATERLINE AND	1,512.00	
MARCH/DELVALLE	18306		00	03/18/2013	301-4530-441.74-11	TEMPORARY CONSTRUCTION	856.00	
MARCH/DELVALLE	18306		00	03/18/2013	301-4530-441.74-11	RECORDING FEES	250.00	
VENDOR TOTAL *							2,618.00	
0067007	00	HARRY L WOLFF LIVING TRUST						
TEMP EASEMENT	18307		00	03/18/2013	301-4530-441.74-11	TEMPORARY CONSTRUCTION	6,500.00	
VENDOR TOTAL *							6,500.00	
0067006	00	RUTH WOLFF LIVING TRUST						
TEMP EASEMENT	18310		00	03/18/2013	301-4530-441.74-11	TEMPORARY CONSTRUCTION	6,500.00	
VENDOR TOTAL *							6,500.00	
0067008	00	WELFER, JOAN						
TEMP EASEMENT	18309		00	03/18/2013	301-4530-441.74-11	TEMPORARY CONSTRUCTION	2,228.00	
VENDOR TOTAL *							2,228.00	
DEPARTMENT TOTAL **							17,846.00	
301	MADISON WATER LINE	CASH ON HAND			29,816,823.40	FUND TOTAL ***	17,846.00	
TOTAL EXPENDITURES ****							17,846.00	
GRAND TOTAL *****								17,846.00

PREPARED 03/19/2013, 15:37:52
 PROGRAM: GM339L
 CITY OF GILLETTE/CITY CLERK
 FIRST NATIONAL BANK

EXPENDITURE APPROVAL LIST
 AS OF: 03/19/2013 CHECK DATE: 03/19/2013

PAGE 1

BANK: 00

FUND 301 MADISON WATER LINE									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	

DEPT 45	UTILITIES				DIV 30	WATER			
0000078	00	CAMPBELL COUNTY ABSTRACT							
REYNOLDS ESMNT	18312		00	03/19/2013	301-4530-441.74-11	PERMANENT WATERLINE AND	5,000.00		
REYNOLDS ESMNT	18312		00	03/19/2013	301-4530-441.74-11	RECORDING FEES	250.00		
						VENDOR TOTAL *	5,250.00		
0004587	00	OFFICE OF STATE LANDS & INVEST							
EASEMENT	18314		00	03/19/2013	301-4530-441.74-11	PERMANENT EASEMENT	4,690.00		
PERMIT	18314		00	03/19/2013	301-4530-441.74-11	TEMPORARY USE PERMIT	100.00		
FILING FEE	18314		00	03/19/2013	301-4530-441.74-11	FILING FEE	25.00		
						VENDOR TOTAL *	4,815.00		
0067010	00	REYNOLDS, JOHN OR SALLY							
TEMP FENCE	18313		00	03/19/2013	301-4530-441.74-11	TEMPORARY FENCING	1,580.00		
						VENDOR TOTAL *	1,580.00		
0067009	00	ROZET RANCHETTES IMPROVEMENT &							
TEMP EASEMENT	18311		00	03/19/2013	301-4530-441.74-11	TEMPORARY CONSTRUCTION	3,827.00		
						VENDOR TOTAL *	3,827.00		
						DEPARTMENT TOTAL **	15,472.00		
301	MADISON WATER LINE				CASH ON HAND	29,816,802.40			
						FUND TOTAL ***	15,472.00		
						TOTAL EXPENDITURES ****	15,472.00		
					GRAND TOTAL *****				15,472.00

BANK: 00

FUND 301		MADISON WATER LINE							
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	

DEPT 45	UTILITIES				DIV 30	WATER			
0067012	00	HMSLEY, CHARLIE L							
EASEMENT	18354		00	03/22/2013	301-4530-441.74-11	TEMPORARY CONST EASEMENT	1,400.00		
						VENDOR TOTAL *	1,400.00		
0004587	00	OFFICE OF STATE LANDS & INVEST							
EASEMENT	18355		00	03/22/2013	301-4530-441.74-11	PERMANENT EASEMENT	1,512.00		
TEMP USE FEE	18355		00	03/22/2013	301-4530-441.74-11	TEMPORARY USE FEE	100.00		
FILING FEE	18355		00	03/22/2013	301-4530-441.74-11	FILING FEE	25.00		
						VENDOR TOTAL *	1,637.00		
						DEPARTMENT TOTAL **	3,037.00		
301	MADISON WATER LINE				CASH ON HAND	29,811,413.68			
						FUND TOTAL ***	3,037.00		
						TOTAL EXPENDITURES ****	3,037.00		
						GRAND TOTAL *****			3,037.00

BANK: 01

FUND 001 GENERAL FUND		VENDOR NAME		BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
VEND NO	SEQ#	VOUCHER NO	P.O. NO						
DEPT 00		DIV 00							
0006370	00	EFLEXGROUP.COM, INC.							
P/R	3/20/13	18342		01	03/20/2013	001-0000-202.01-00	FLEX CONTRIBUTIONS	CHECK #: 8031320	5,465.08
P/R	3/20/13	18342		01	03/20/2013	001-0000-202.01-00	DEPENDENT FLEX CONTRIB	CHECK #: 8031320	888.49
MNLCHK	3/22/13	18349		01	03/22/2013	001-0000-202.01-00	FLEX CONTRIBUTIONS	CHECK #: 8031321	34.62
VENDOR TOTAL *								.00	6,388.19
0001501	00	ICMA RETIREMENT TRUST 401							
P/R	3/20/13	18338		01	03/20/2013	001-0000-202.07-00	CONTRIBUTION FOR C NAPIER	CHECK #: 8031318	272.85
VENDOR TOTAL *								.00	272.85
0021005	00	ICMA RETIREMENT TRUST-457							
P/R	3/20/13	18341		01	03/20/2013	001-0000-202.07-00	DEFERRED COMP	CHECK #: 8031319	6,605.88
VENDOR TOTAL *								.00	6,605.88
0065649	00	U S TREASURY-EFTPS							
MNLCHK	3/15/13	18207		01	03/15/2013	001-0000-202.03-00	FICA DEPOSIT	CHECK #: 8031316	133.28
MNLCHK	3/15/13	18207		01	03/15/2013	001-0000-202.04-00	WHT DEPOSIT	CHECK #: 8031316	44.82
P/R	3/20/13	18336		01	03/20/2013	001-0000-202.03-00	FICA DEPOSIT	CHECK #: 8031317	100,291.88
P/R	3/20/13	18336		01	03/20/2013	001-0000-202.04-00	WHT DEPOSIT	CHECK #: 8031317	88,443.78
VENDOR TOTAL *								.00	188,913.76
0065551	00	WYOSTAR							
WIRE	3/15/13	18308		01	03/15/2013	001-0000-151.00-00	WIRE EXCESS FUNDS	CHECK #: 8031328	2,000,000.00
VENDOR TOTAL *								.00	2,000,000.00
DEPARTMENT TOTAL **								.00	2,202,180.68

PREPARED 03/26/2013, 15:28:07
 PROGRAM: GM339L
 CITY OF GILLETTE/CITY CLERK
 FIRST INTERSTATE BANK

EXPENDITURE APPROVAL LIST

PAGE 2

BANK: 01

FUND 001 GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	NO	VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
NO	NO	NO						AMOUNT	
DEPT 20 FINANCE				DIV 10 FINANCE					
0006421	00	ECOBADMIN.COM, INC.							
INV000000004645618137			01	03/20/2013	001-2010-415.23-20	ENROLLED COBRA PARTICIPAN	CHECK #: 8031322		13.00
							VENDOR TOTAL *	.00	13.00
							DEPARTMENT TOTAL **	.00	13.00
001	GENERAL FUND	CASH ON HAND		41,598,054.90-		FUND TOTAL ***	.00		2,202,193.68

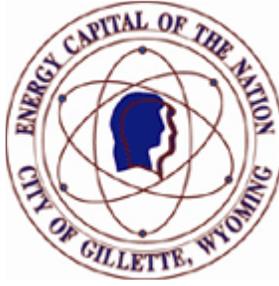
BANK: 01

FUND 504	POWER FUND								EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	AMOUNT	HAND-ISSUED
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION			AMOUNT
NO	NO	NO							

DEPT 45 UTILITIES		DIV 40 POWER							
0003701	00	BLACK HILLS POWER & LIGHT							
FEBRUARY 2013	18287		01	03/14/2013	504-4540-442.51-35	WHOLESALE POWER	CHECK #:	8031323	192,440.50
MARCH 2013	18291		01	03/20/2013	504-4540-442.51-35	WHOLESALE POWER	CHECK #:	8031324	221,237.00
							VENDOR TOTAL *	.00	413,677.50
0003043	00	MUNICIPAL ENERGY AGENCY OF NEBRASKA							
FEBRUARY 2013	18294		01	03/20/2013	504-4540-442.51-30	WHOLESALE POWER	CHECK #:	8031325	661,831.55
							VENDOR TOTAL *	.00	661,831.55
0066538	00	WYODAK RESOURCES DEVELOPMENT CORP.							
FEBRUARY 2013	18286		01	03/14/2013	504-4540-442.51-35	WHOLESALE POWER	CHECK #:	8031326	149,162.79
APRIL 2013	18293		01	03/26/2013	504-4540-442.51-35	WHOLESALE POWER	CHECK #:	8031327	33,266.00
							VENDOR TOTAL *	.00	182,428.79
							DEPARTMENT TOTAL **	.00	1,257,937.84
504	POWER FUND	CASH ON HAND			2,795,837.93	FUND TOTAL ***		.00	1,257,937.84

BANK: 01

FUND 701 HEALTH BENEFIT PLAN									
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
NO	NO	NO						AMOUNT	
DEPT 15 ADMINISTRATIVE SERVICES DIV 95 INSURANCE									
0005570	00	BLUE CROSS-BLUE SHIELD OF WYOMING							
W/E 3/12/13	18316		01	03/22/2013	701-1595-419.52-50	WEEKLY CLAIMS LISTING	CHECK #: 8031329	24,502.48	
W/E 3/19/13	18318		02	03/26/2013	701-1595-419.52-50	WEEKLY CLAIMS LISTING	CHECK #: 8031330	60,502.20	
VENDOR TOTAL *							.00	85,004.68	
0066273	00	EXPRESS-SCRIPTS, INC.							
W/E 3/17/13	18162		02	03/26/2013	701-1595-419.52-60	PRESCRIPTION DRUG COSTS	CHECK #: 8031331	16,233.57	
W/E 3/24/13	18317		02	03/26/2013	701-1595-419.52-60	PRESCRIPTION DRUG COSTS	CHECK #: 8031332	10,097.19	
VENDOR TOTAL *							.00	26,330.76	
DEPARTMENT TOTAL **							.00	111,335.44	
FUND TOTAL ***							.00	111,335.44	
HAND ISSUED TOTAL ***								3,571,466.96	
701	HEALTH BENEFIT PLAN	CASH ON HAND			65,660.80				
TOTAL EXPENDITURES ****							.00	3,571,466.96	
GRAND TOTAL *****								3,571,466.96	



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Member Carter-King - \$2,932.61.

BACKGROUND:

Powder River Office Supply - \$2,932.61 - Office Supplies

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Tom Pitlick, Finance Director

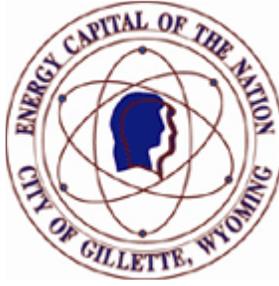
ATTACHMENTS:

Click to download

[Conflict Claims](#)

BANK: 00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0040490	00	POWDER RIVER				OFFICE SUPPLY		
57370	PI7103			00 03/11/2013	001-0000-140.01-00	OFFICE SUPPLIES	107.31	
57370	PI7104			00 03/11/2013	001-0000-140.01-00	OFFICE SUPPLY:INKS, LEADS	17.76	
57370	PI7105			00 03/11/2013	001-0000-140.01-00	OFFICE SUPPLY: RIBBONS	2,129.89	
57370	PI7106			00 03/11/2013	001-0000-140.01-00	COMPUTERS, DP & WORD PROC	164.00	
57506	PI7111			00 03/15/2013	001-0000-140.01-00	OFFICE SUPPLIES	255.03	
57506	PI7112			00 03/15/2013	001-0000-140.01-00	OFFICE SUPPLY:INKS, LEADS	40.20	
57506	PI7113			00 03/15/2013	001-0000-140.01-00	OFFICE SUPPLY: RIBBONS	218.42	
						VENDOR TOTAL *	2,932.61	
						TOTAL EXPENDITURES ****	2,932.61	
						GRAND TOTAL *****		2,932.61



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Recognition of Years of Service
~ Mark Wernsmann, Lead Master Technician, Administrative Services Department, 25 Years

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

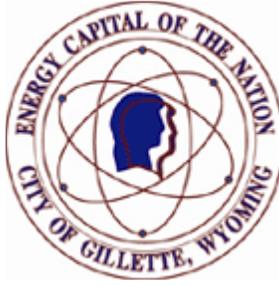
STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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DATE: 4/1/2013 7:00:00 PM

SUBJECT:

A Proclamation Designating the Month of April 2013 as Alcohol Awareness Month.
~ Susan Shippy, Substance Abuse Advisory Council

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

NOW THEREFORE, I, Tom Murphy, Mayor of the City of Gillette, along with Substance Abuse Advisory Council, do hereby proclaim April 2013 as Alcohol Awareness Month.

As Mayor, I call upon all members of our community to support efforts that increase community awareness, understanding and action to reduce underage drinking and to prevent alcohol-related harms in our community.

STAFF REFERENCE:

ATTACHMENTS:

Click to download

- [SAAC Request Letter](#)
- [Proclamation](#)



March 18, 2013

Mr. Tom Murphy, Mayor
City of Gillette
201 E. 5th Street
Gillette, WY 82716

City of Gillette Office:
PO Box 518
Gillette, WY 82717

Kellie Furman
(307) 686-5234
kellie@gillettewyo.gov

Douglas Highway Office:
1211 S. Douglas Highway
Suite 215
Gillette, WY 82716

Keith Howard
(307) 696-8029
ccprevention.keith@gmail.com

Spring Wilkins
(307) 696-8027
ccprevention.spring@gmail.com

Dear Mayor Murphy,

Thank you to the Gillette City Council for agreeing to proclaim April as Alcohol Awareness Month. On behalf of the Substance Abuse Advisory Council, I would like to thank you for your help in raising awareness of this issue. I have attached a proclamation that you may read at the April 1st Council meeting. This is an awareness activity that the Community Coalition Against Underage Drinking began several years ago and now the Substance Abuse Advisory Council is continuing.

The Substance Abuse Advisory Council is promoting Alcohol Awareness Month through several other activities in addition to the proclamations. Other activities include radio and print ads from local youth and community partners, and City utility bill inserts. We are also co-sponsoring an event with Gillette College featuring Deb McLeland and Clint Haskins for the *Memory of The Wyoming 8 & Lessons Learned* presentation. This event will be on Tuesday, April 9th at 3pm in the Presentation Hall at Gillette College.

Thank you for your help and support of Alcohol Awareness Month. If you have questions, please feel free to call me at 686-5234 or email at kellie@gillettewyo.gov.

Sincerely,

Kellie Furman



PROCLAMATION

- WHEREAS*, alcohol misuse and abuse are major public health concerns that affects all Wyoming residents, including those living in Gillette; and
- WHEREAS*, adolescents are more likely to use alcohol than tobacco or other drugs; and
- WHEREAS*, most youth in Campbell County don't drink in a typical week, but there is great concern for those who do; and
- WHEREAS*, the earlier an individual begins drinking, the greater his or her risk of developing alcohol-use problems in the future.
- WHEREAS*, the Gillette Police Department and the Campbell County Sheriff's Office made 556 drinking and driving arrests in 2012.
- WHEREAS*, recent studies have found an increase in the number of people who drink five or more drinks within two hours, which is one of the riskiest forms of drinking, and
- WHEREAS*, the health risks of drinking alcohol in excess include increased risks of cancers of the liver and throat, as well as liver cirrhosis, brain damage, and heart problems; and
- WHEREAS*, alcohol-related problems cost the U.S. economy an estimated \$185 billion per year in lost productivity and earnings due to alcohol-related illness, premature death, and crime.
- WHEREAS*, community norms that foster or condone alcohol abuse are a major factor contributing to continued problems surrounding alcohol; and
- WHEREAS*, parental support for alcohol-free youth and open communication about rules and consequences can significantly reduce underage drinking;

NOW THEREFORE, I, Tom Murphy, Mayor of the City of Gillette, along with Substance Abuse Advisory Council, do hereby proclaim April 2013 as:

Alcohol Awareness Month

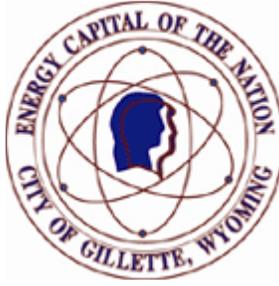
As Mayor, I call upon all members of our community to support efforts that increase community awareness, understanding and action to reduce underage drinking and to prevent alcohol-related harms in our community.

Signed this 1st day of April 2013.

Tom Murphy, Mayor

(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: 4/1/2013 7:00:00 PM

SUBJECT:

LunneTunes

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

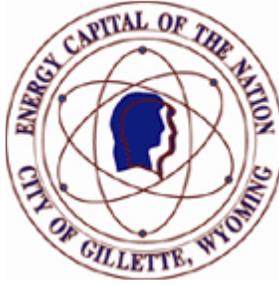
VIDEO

Michael Foote, Interim Public Information Officer

ATTACHMENTS:

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No Attachments Available



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

TABLED

An Ordinance to Amend Section 17-21 of the Gillette City Code Concerning Water Wasting.

BACKGROUND:

Ordinance First Reading: 6/1

Ordinance Second Reading: 5/2

Staff has prepared an ordinance to increase efforts to encourage greater efficiency in the use of city-supplied water for irrigation. Until the Madison Regional Water project is complete and delivers new supplies of water for City customers, Gillette will face annual water shortages during the summer irrigation season, June 1 through October 1.

Gillette can only produce about 14.5 million gallons of water per day. When consumption exceeds around 12 million gallons per day for several days, we are unable to maintain the levels in the City water storage tanks. If we cannot maintain water levels in the water storage tanks, we risk not having enough water to fight fires and for domestic use.

In 2007, the Council passed a Resolution that recommended a voluntary outside watering plan that includes no outside watering on Mondays, watering on odd and even days of the week based on one's address and watering only between the hours of 7 PM and 7 AM. The Monday restriction was in response to the large consumption that is experienced on weekends and is intended to allow the City water storage tanks a better chance to refill by lowering consumption. Over time, and especially last summer, consumption measurements show that outside watering is as high on Mondays as any other day. The recommendation to only water at night is based on the fact that a large amount of the water that is applied in the heat of the day is evaporated and never irrigates anything.

The ordinance that is before the Council establishes some portions of the voluntary guidelines. It prohibits outside watering on Mondays and it prohibits outside watering between 7 AM and 7 PM. The prohibition on Monday watering, if effective will let the storage tanks refill and the prohibition on outside watering during the day will limit water lost to evaporation. Both of these standards are relatively easy to observe and will allow City employees to enforce these rules through education and if necessary, through the municipal court.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of the Ordinance to Amend Section 17-21 of the Gillette City Code Concerning Water Wasting on third and final reading.

STAFF REFERENCE:

Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

[Water Waste Ordinance](#)

ORDINANCE NO. __

AN ORDINANCE TO AMEND SECTION 17-21 OF THE GILLETTE CITY
CODE CONCERNING WATER WASTING

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

SECTION ONE. Section 17-21 of the Gillette City Code is amended to read as
follows:

§17-21. Property owner not to let water run to waste.

(a) It shall be unlawful for any person or organization to waste water as
defined in this ordinance.

(b) The following actions constitute wasting water;

1. Irrigation, such as yard or property watering between June 1 and
October 1, on any Monday.

2. Irrigation, such as yard or property watering with leaking or
damaged irrigation components, including service lines or other plumbing fixtures
after ten business days written notice to repair.

3. Irrigation, such as yard or property watering, which results in water
to pool or flow or run across the ground or onto adjacent property, into any
drainage way, such as gutters, streets, alleys or storm drains. or sewers.

(c) If the owner of a property that contains new sod or grass seed or his
agent has applied for and received a permit and sign from the Water Division
authorizing additional watering, that property may be irrigated at the greater
frequency specified in the permit and provided that the sign provided is posted.

(d) Any person, persons, firm, co-partnership, corporation, company or
association found violating any of the terms of this Ordinance upon conviction
shall be fined as follows, and each day a violation continues shall be considered a
separate offense:

First Offense: \$100.00

Second Offense: \$150.00

Third Offense: \$200.00
Each Offence thereafter: \$250.00
(C.O. 1948, § 117; Ord. No. 950, § 1, 7-21-78.)

SECTION TWO. EFFECTIVE DATE AND SUNSET

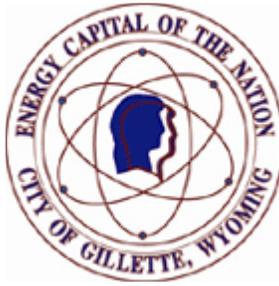
This ordinance shall be effective upon its publication after third reading by the Governing Body and shall be repealed and of no force and effect on July 1, 2016.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published:



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance Amending Gillette City Code Sections 17-6.A.1, 17-6.B.1, 17-6.C.1, 17-6.D.1., 17-6. E.1, and 17-6.G. to Revise Rates for Electrical Service Within the City of Gillette.

BACKGROUND:

Ordinance second reading: 6/0

Ordinance first reading: 7/0

Staff has analysed the Electrical Enterprise Fund and has concluded to recommend that the overall revenue be increased by 3% for the next year, starting with bills delivered after May 1,2013. Rates for electrical power are composed of two parts, a flat fee base charge and a usage fee, for residential customers. For commercial customers there is an additional fee based on peak usage which is called a demand fee. Currently, a residential customer pays a base charge of \$17.15 per month and a usage fee of \$.0725 per KWH. The residential base fee will increase to \$17.85 per month and the usage fee will increase to \$.07450 per KWH. The typical residential customer's bill will see an increase of \$2.80 per month.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of an Ordinance Amending Gillette City Code Sections 17-6.A.1, 17-6.B.1, 17-6.C.1, 17-6.D.1., 17-6. E.1, and 17-6.G. to Revise Rates for Electrical Service Within the City of Gillette on second reading on second reading.

STAFF REFERENCE:

Kendall Glover, Utilities Director
Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

[Electrical Rate Ordinance](#)

[Redlined Electrical Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING GILLETTE CITY CODE SECTIONS 17-6.A.1, 17-6.B.1, 17-6.C.1, 17-6.D.1, AND 17-6. E.1, TO REVISE RATES FOR ELECTRICAL SERVICE WITHIN THE CITY OF GILLETTE.

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

SECTION ONE. Section 17-6.A.1. of the Gillette City Code is amended to read as follows:

1. The rates to be charged for domestic purposes shall be as follows:

- (a) For bills dated before May 1, 2013:
 - (i) Each customer shall pay a monthly Customer Charge of \$17.15; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour used per month as an Energy Charge. (Ord.3032, 3-16-98)

- (b) For bills dated after May 1, 2013:
 - (i) Each customer shall pay a monthly Customer Charge of \$17.85; and
 - (ii) Additionally, each customer shall pay \$0.07450 per kilowatt hour used per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION TWO. Section 17-6.B.1. of the Gillette City Code is amended to read as follows:

1. The rates for domestic purposes in approved All-Electric private dwellings shall be as follows:

- (a) For bills dated before May 1, 2013:

- (i) Each customer shall pay a monthly Customer Charge of \$17.15; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)
- (b) For bills dated after May 1, 2013:
- (i) Each customer shall pay a monthly Customer Charge of \$17.85; and
 - (ii) Additionally, each customer shall pay \$0.07450 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION THREE. Section 17-6.C.1. of the Gillette City Code is amended to read as follows:

1. The rates to be charged for commercial and miscellaneous purposes shall be as follows:

- (a) For bills dated before May 1, 2013:
- (i) Each customer shall pay a monthly Customer Charge of \$27.30; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)
- (b) For bills dated after May 1, 2013:
- (i) Each customer shall pay a monthly Customer Charge of \$28.00; and
 - (ii) Additionally, each customer shall pay \$0.07460 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION FOUR. Section 17-6.D.1. of the Gillette City Code is amended to read as follows:

D. Optional Small Commercial and Miscellaneous Service Rate.

1. The Rates to be charged for the Optional Small Commercial and Miscellaneous Service Rate shall be as follows:

- (a) For bills dated before May 1, 2013:
 - (i) Each customer shall pay a monthly Customer Charge of \$17.15; and
 - (ii) Additionally, each customer shall pay \$0.096 per kilowatt hour for all energy used per month as an Energy Charge.

- (c) For bills dated after May 1, 2013:
 - (i) Each customer shall pay a monthly Customer Charge of \$17.85; and
 - (ii) Additionally, each customer shall pay \$0.0985 per kilowatt hour for all energy used per month as an Energy Charge.

SECTION FIVE. Section 17-6.E.1. of the Gillette City Code is amended to read as follows:

E. General Service Rate.

1. The rates to be charged for those customers with demand meters shall be as follows:

- (a) For bills dated before May 1, 2010:
 - (i) Each customer shall pay a monthly Customer Charge of \$54.60; and
 - (ii) Additionally, each customer shall pay \$0.04150 per kilowatt hour per month as an Energy Charge; and
 - (iii) Additionally, each customer shall pay a monthly demand charge of \$8.10 per kilowatt month as shown or computed from the readings of the City's demand meter installed at the

customer's location for the 15 minute period of customer's greatest use during the billing period. (Ord.3032, 3-16-98)

- (b) For bills dated after May 1, 2013:
- (i) Each customer shall pay a monthly Customer Charge of \$60.00; and
 - (ii) Additionally, each customer shall pay \$0.0430 per kilowatt hour per month as an Energy Charge; and
 - (iii) Additionally, each customer shall pay a monthly demand charge of \$8.30 per kilowatt month as shown or computed from the readings of the City's demand meter installed at the customer's location for the 15 minute period of customer's greatest use during the billing period. (Ord.3032, 3-16-98)

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published:

ORDINANCE NO. _____

AN ORDINANCE AMENDING GILLETTE CITY CODE SECTIONS 17-6.A.1, 17-6.B.1, 17-6.C.1, 17-6.D.1, AND 17-6. E.1, TO REVISE RATES FOR ELECTRICAL SERVICE WITHIN THE CITY OF GILLETTE.

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

SECTION ONE. Section 17-6.A.1. of the Gillette City Code is amended to read as follows:

1. The rates to be charged for domestic purposes shall be as follows:

- (a) For bills dated before May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$16.00~~17.15; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour used per month as an Energy Charge. (Ord.3032, 3-16-98)

- (b) For bills dated after May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$17.15~~17.85; and
 - (ii) Additionally, each customer shall pay ~~\$0.07250~~.07450 per kilowatt hour used per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION TWO. Section 17-6.B.1. of the Gillette City Code is amended to read as follows:

1. The rates for domestic purposes in approved All-Electric private dwellings shall be as follows:

- (a) For bills dated before May 1, ~~2012~~2013:

- (i) Each customer shall pay a monthly Customer Charge of ~~\$16.00~~17.15; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)
- (b) For bills dated after May 1, ~~2012~~2013:
- (i) Each customer shall pay a monthly Customer Charge of ~~\$17.85~~17.15; and
 - (ii) Additionally, each customer shall pay \$~~0.07450~~ .07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION THREE. Section 17-6.C.1. of the Gillette City Code is amended to read as follows:

1. The rates to be charged for commercial and miscellaneous purposes shall be as follows:

- (a) For bills dated before May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$27.30~~25.00; and
 - (ii) Additionally, each customer shall pay \$0.07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)
- (b) For bills dated after May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$27.30~~28.00; and
 - (ii) Additionally, each customer shall pay \$~~0.07460~~ .07250 per kilowatt hour per month as an Energy Charge. (Ord.3032, 3-16-98)

SECTION FOUR. Section 17-6.D.1. of the Gillette City Code is amended to read as follows:

D. Optional Small Commercial and Miscellaneous Service Rate.

1. The Rates to be charged for the Optional Small Commercial and Miscellaneous Service Rate shall be as follows:

- (a) For bills dated before May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$16.00~~17.15; and
 - (ii) Additionally, each customer shall pay \$0.096 per kilowatt hour for all energy used per month as an Energy Charge.

- (c) For bills dated after May 1, ~~2012~~2013:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$17.85~~17.15; and
 - (ii) Additionally, each customer shall pay ~~\$0.096~~0.0985 per kilowatt hour for all energy used per month as an Energy Charge.

SECTION FIVE. Section 17-6.E.1. of the Gillette City Code is amended to read as follows:

E. ~~General~~ General Service Rate.

1. The rates to be charged for those customers with demand meters shall be as follows:

- (a) For bills dated before May 1, 2010:
 - (i) Each customer shall pay a monthly Customer Charge of ~~\$54.60~~50.00; and
 - (ii) Additionally, each customer shall pay \$0.04150 per kilowatt hour per month as an Energy Charge; and
 - (iii) Additionally, each customer shall pay a monthly demand charge of \$8.10 per kilowatt month as shown or computed from the readings of the City's demand meter installed at the

customer's location for the 15 minute period of customer's greatest use during the billing period. (Ord.3032, 3-16-98)

- (b) For bills dated after May 1, ~~2012~~2013:
- (i) Each customer shall pay a monthly Customer Charge of ~~\$54.60~~60.00; and
 - (ii) Additionally, each customer shall pay \$0.~~04~~150-~~04~~30 per kilowatt hour per month as an Energy Charge; and
 - (iii) Additionally, each customer shall pay a monthly demand charge of \$8.~~10~~30 per kilowatt month as shown or computed from the readings of the City's demand meter installed at the customer's location for the 15 minute period of customer's greatest use during the billing period. (Ord.3032, 3-16-98)

PASSED, APPROVED AND ADOPTED this ___ day of _____,
~~2012~~2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published:



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance Amending Section 9-1(L) of the Gillette City Code to Increase the Refuse Collection Fees for Solid Waste Pickup.

BACKGROUND:

Ordinance second reading: 6/0

Ordinance first reading: 7/0

Review of the Solid Waste revenue requirements to maintain the stability of this Enterprise Fund has resulted in a recommendation for an overall revenue increase of 4.5%. Currently the rate for residential customers receiving one pickup per week is \$17.20 for trash and \$9.00 per month for eight months for yard waste. It is recommended that those rates increase to \$17.65 and \$9.60 respectively. All of the rates will be impacted by the additional revenue need, but the impact to the typical residential customer would be about a 3% increase for trash and a little under 7% for yard waste. These increases will take effect for bills dated after May 1, 2013.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of an Ordinance Amending Section 9-1(L) of the Gillette City Code to Increase the Refuse Collection Fees for Solid Waste Pickup on third and final reading.

STAFF REFERENCE:

Kendall Glover, Utilities Director
Charlie Anderson, City Attorney

ATTACHMENTS:

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[Solid Waste Rate Ordinance](#)

[Redlined Solid Waste Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-1(L) OF THE GILLETTE CITY CODE TO INCREASE THE REFUSE COLLECTION FEES FOR SOLID WASTE PICKUP

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

SECTION ONE. Gillette City Code Section 9-1(L) is amended to read as follows:

(L) Fees and Charges

Refuse collection fees shall be paid monthly to the City as billed according to the billing procedure for City Utility services.

(1) The residential rate for Refuse pickup at the frequency of one pickup per week shall be \$17.20 per month for bills dated before May 1, 2013. For bills dated after May 1, 2013 the residential rate for Refuse pickup at the frequency of one pickup per week shall be \$17.65 per month.

(2) The rate for extra collection of a rollout container shall be \$17.20 per pickup for bills dated before May 1, 2013. For bills dated after May 1, 2013, the rate for extra collection of a rollout container shall be \$17.65 per month.

(3) Additional rollout containers may be obtained from the Solid Waste Division for a rental fee of \$17.20 per month for bills dated before May 1, 2013. For bills dated after May 1, 2013, the rate for additional rollout containers shall be \$17.65 per month.

(4) Individual Residential Customers who reside in multi-family units or any other type of Residential housing unit, where 3 yard Refuse containers are required to be used by the City, shall be charged \$17.20 per month for bills dated before May 1, 2013. For bills dated after May 1, 2013, the rate for Individual Residential Customers who reside in multi-family

units or any other type of Residential housing unit, where 3 yard Refuse containers are required to be used by the City shall be \$17.65 per month.(Ord. 3671, 4-6-2010)

(5) In cases where the City requires a Commercial Customer to share a container with one or more Residential Customers, the Commercial Customer shall receive a credit of \$6.25 per month for bills dated before May 1, 2013 and \$6.40 for bills dated after May 1, 2013, for each Residential Customer that shares the container. Each Residential Customer sharing the container shall be charged \$17.20 per month for bills dated before May 1, 2013. For bills dated after May 1, 2013, Residential Customer sharing the container shall be charged \$17.65 per month. (Ord. 3671, 4-6-2010)

(6) In the event a Commercial Customer utilizes a City provided container, the rates will be as follows, determined by the number of pickups per week and the size of the container. For bills dated before May 1, 2013, the rate shall be determined as follows:

NUMBER OF CONTAINERS

Pickups per week	1	2	3	4	5	6
2/mo	\$35.80	\$61.00	\$86.23	\$111.45	\$136.68	\$161.90
1/wk	\$71.55	\$122.00	\$172.45	\$222.90	\$273.35	\$323.80
2/wk	\$143.10	\$244.00	\$344.90	\$445.80	\$546.70	\$647.60
3/wk	\$214.65	\$366.00	\$517.35	\$668.70	\$820.05	\$971.40
4/wk	\$286.20	\$488.00	\$689.80	\$891.60	\$1,093.40	\$1,295.20
5/wk	\$357.75	\$610.00	\$862.25	\$1,114.50	\$1,366.75	\$1,619.00

The rate for additional containers shall be computed by using the following formula:

$$\text{Charge} = \$9.113 \times (P \times (2 + C)) + \$6.636 \times (6 \times P \times C)$$

Where: P is equal to the number of pickups per week and C is equal to the number of containers at the location. (Ord. 1906, 10-18-93; Ord. 1948, 7-18-94 ; Ord. 1999, 7/3/95; Ord. 3181, 10-1-2001; Ord. 3430, 6-19-2006; Ord. 3671, 4-6-2010)

For bills dated after May1, 2013, the rate shall be determined as follows:

NUMBER OF CONTAINERS

Pickups per week	1	2	3	4	5	6
2/mo	\$38.20	\$76.40	\$114.60	\$152.80	\$191.05	\$229.25
1/wk	\$76.40	\$133.70	\$191.05	\$248.35	\$305.65	\$362.95
2/wk	\$152.80	\$267.45	\$382.05	\$496.70	\$611.30	\$725.90
3/wk	\$229.25	\$401.15	\$544.45	\$745.00	\$916.95	\$1,088.90
4/wk	\$305.65	\$534.90	\$764.10	\$993.35	\$1,222.60	\$1,451.85
5/wk	\$382.05	\$668.60	\$907.40	\$1,241.70	\$1,528.25	\$1,814.80

The rate for additional containers shall be computed by using the following formula:

$$\text{Charge} = \$9.55 \times (P \times (2 + C)) + \$7.96 \times (6 \times P \times C)$$

Where: P is equal to the number of pickups per week and C is equal to the number of containers at the location. (Ord. 1906, 10-18-93; Ord. 1948, 7-18-94 ; Ord. 1999, 7/3/95; Ord. 3181, 10-1-2001; Ord. 3430, 6-19-2006; Ord. 3671, 4-6-2010)

(7) The residential rate for Yard Waste Curbside collection at the frequency of one pickup per week shall be \$9.00 per month for bills dated before May 1, 2013, and \$ 9.60 per month for bills dated after May 1, 2013, for the eight (8) month growing season (April through November). No customer may have more than two roll-outs for any one property. The Yard Waste Curbside program and the rates established for service shall be reviewed at the end of the fall season and a report will be prepared and submitted to Council with recommendations. (Ord. 3671, 4-6-2010; Ord. 3716, 3-21-2011)

(8) Requests honored by the City for extra collection of a Yard Waste roll-out container shall be \$9.00 per month for bills dated before May 1, 2013, and \$9.60 per month for bills dated after May 1, 2013, per pickup. (Ord. 3671, 4-6-2010; Ord. 3716, 3-21-2011)

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-1(L) OF THE GILLETTE CITY CODE TO INCREASE THE REFUSE COLLECTION FEES FOR SOLID WASTE PICKUP

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

SECTION ONE. Gillette City Code Section 9-1(L) is amended to read as follows:

(L) Fees and Charges

Refuse collection fees shall be paid monthly to the City as billed according to the billing procedure for City Utility services.

(1) The residential rate for Refuse pickup at the frequency of one pickup per week shall be ~~\$15.75~~17.20 per month for bills dated before May 1, 2013~~2~~. For bills dated after May 1, ~~2012~~2013 the residential rate for Refuse pickup at the frequency of one pickup per week shall be ~~\$17.20~~17.65 per month.

(2) The rate for extra collection of a rollout container shall be ~~\$15.75~~17.20 per pickup for bills dated before May 1, ~~2012~~2013. For bills dated after May 1, ~~2012~~2013, the rate for extra collection of a rollout container shall be ~~\$17.20~~17.65 per month.

(3) Additional rollout containers may be obtained from the Solid Waste Division for a rental fee of ~~\$15.75~~17.20 per month for bills dated before May 1, ~~2012~~2013. For bills dated after May 1, ~~2012~~2013, the rate for additional rollout containers shall be ~~\$17.20~~17.65 per month.

(4) Individual Residential Customers who reside in multi-family units or any other type of Residential housing unit, where 3 yard Refuse containers are required to be used by the City, shall be charged ~~\$15.75~~17.20 per month for bills dated before May 1, ~~2012~~2013. For bills dated after May

1, ~~2012~~2013, the rate for Individual Residential Customers who reside in multi-family units or any other type of Residential housing unit, where 3 yard Refuse containers are required to be used by the City shall be ~~\$17.20~~17.65 per month.

-(Ord. 3671, 4-6-2010)

(5) In cases where the City requires a Commercial Customer to share a container with one or more Residential Customers, the Commercial Customer shall receive a credit of \$~~6.10-25~~ per month for bills dated before May 1, ~~2012-2013~~ and \$~~6.25-40~~ for bills dated after May 1, ~~2012~~2013, for each Residential Customer that shares the container. Each Residential Customer sharing the container shall be charged \$~~15.75~~17.20 per month for bills dated before May 1, ~~2012~~2013. For bills dated after May 1, ~~2012~~2013, Residential Customer sharing the container shall be charged \$~~17.20~~17.65 per month. (Ord. 3671, 4-6-2010)

(6) In the event a Commercial Customer utilizes a City provided container, the rates will be as follows, determined by the number of pickups per week and the size of the container. For bills dated before May 1, 2013, the rate shall be determined as follows:

NUMBER OF CONTAINERS

<u>Pickups per week</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>2/mo</u>	<u>\$35.80</u>	<u>\$61.00</u>	<u>\$86.23</u>	<u>\$111.45</u>	<u>\$136.68</u>	<u>\$161.90</u>
<u>1/wk</u>	<u>\$71.55</u>	<u>\$122.00</u>	<u>\$172.45</u>	<u>\$222.90</u>	<u>\$273.35</u>	<u>\$323.80</u>
<u>2/wk</u>	<u>\$143.10</u>	<u>\$244.00</u>	<u>\$344.90</u>	<u>\$445.80</u>	<u>\$546.70</u>	<u>\$647.60</u>
<u>3/wk</u>	<u>\$214.65</u>	<u>\$366.00</u>	<u>\$517.35</u>	<u>\$668.70</u>	<u>\$820.05</u>	<u>\$971.40</u>
	<u>\$286.20</u>	<u>\$488.00</u>	<u>\$689.80</u>	<u>\$891.60</u>	<u>\$1,093.40</u>	<u>\$1,295.20</u>

<u>4/wk</u>						
<u>5/wk</u>	<u>\$357.75</u>	<u>\$610.00</u>	<u>\$862.25</u>	<u>\$1,114.50</u>	<u>\$1,366.75</u>	<u>\$1,619.00</u>

The rate for additional containers shall be computed by using the following formula:

$$\text{Charge} = \$9.113 \times (Px(2+C)) + \$6.636 \times (6xPx C)$$

Where: P is equal to the number of pickups per week and C is equal to the number of containers at the location. (Ord. 1906, 10-18-93; Ord. 1948, 7-18-94 ; Ord. 1999, 7/3/95; Ord. 3181, 10-1-2001; Ord. 3430, 6-19-2006; Ord. 3671, 4-6-2010)

For bills dated after May1, 2013, the rate shall be determined as follows:

NUMBER OF CONTAINERS

Pickups per week	1	2	3	4	5	6
2/mo	<u>\$38.20</u> <u>\$35.80</u>	<u>\$76.40</u> <u>\$61.00</u>	<u>\$114.60</u> <u>\$86.23</u>	<u>\$152.80</u> <u>\$111.45</u>	<u>\$191.05</u> <u>\$136.68</u>	<u>\$229.25</u> <u>\$161.90</u>
1/wk	<u>\$76.40</u> <u>\$71.55</u>	<u>\$133.70</u> <u>\$122.00</u>	<u>\$191.05</u> <u>\$172.45</u>	<u>\$248.35</u> <u>\$222.90</u>	<u>\$305.65</u> <u>\$273.35</u>	<u>\$362.95</u> <u>\$323.80</u>
2/wk	<u>\$152.80</u> <u>\$143.10</u>	<u>\$267.45</u> <u>\$244.00</u>	<u>\$382.05</u> <u>\$344.90</u>	<u>\$496.70</u> <u>\$445.80</u>	<u>\$611.30</u> <u>\$546.70</u>	<u>\$725.90</u> <u>\$647.60</u>
3/wk	<u>\$229.25</u> <u>\$214.65</u>	<u>\$401.15</u> <u>\$366.00</u>	<u>\$544.45</u> <u>\$517.35</u>	<u>\$745.00</u> <u>\$668.70</u>	<u>\$916.95</u> <u>\$820.05</u>	<u>\$1,088.90</u> <u>\$971.40</u>
4/wk	<u>\$305.65</u> <u>\$286.20</u>	<u>\$534.90</u> <u>\$488.00</u>	<u>\$764.10</u> <u>\$689.80</u>	<u>\$993.35</u> <u>\$891.60</u>	<u>\$1,222.60</u> <u>\$1,093.40</u>	<u>\$1,451.85</u> <u>\$1,295.20</u>
5/wk	<u>\$382.05</u> <u>\$357.75</u>	<u>\$668.60</u> <u>\$610.00</u>	<u>\$907.40</u> <u>\$862.25</u>	<u>\$1,241.70</u> <u>\$1,114.50</u>	<u>\$1,528.25</u> <u>\$1,366.75</u>	<u>\$1,814.80</u> <u>\$1,619.00</u>

The rate for additional containers shall be computed by using the following formula:

$$\text{Charge} = \$9.1139.55 \times (Px(2+C)) + \$6.6367.96 \times (6xPxC)$$

Where: P is equal to the number of pickups per week and C is equal to the number of containers at the location. (Ord. 1906, 10-18-93; Ord. 1948, 7-18-94 ; Ord. 1999, 7/3/95; Ord. 3181, 10-1-2001; Ord. 3430, 6-19-2006; Ord. 3671, 4-6-2010)

(7) The residential rate for Yard Waste Curbside collection at the frequency of one pickup per week shall be \$9.00 per month for bills dated before May 1, 2013, and \$ 9.009.60 per month for bills dated after May 1, 2013, for the eight (8) month growing season (April through November). No customer may have more than two roll-outs for any one property. The Yard Waste Curbside program and the rates established for service shall be reviewed at the end of the fall season and a report will be prepared and submitted to Council with recommendations. (Ord. 3671, 4-6-2010; Ord. 3716, 3-21-2011)

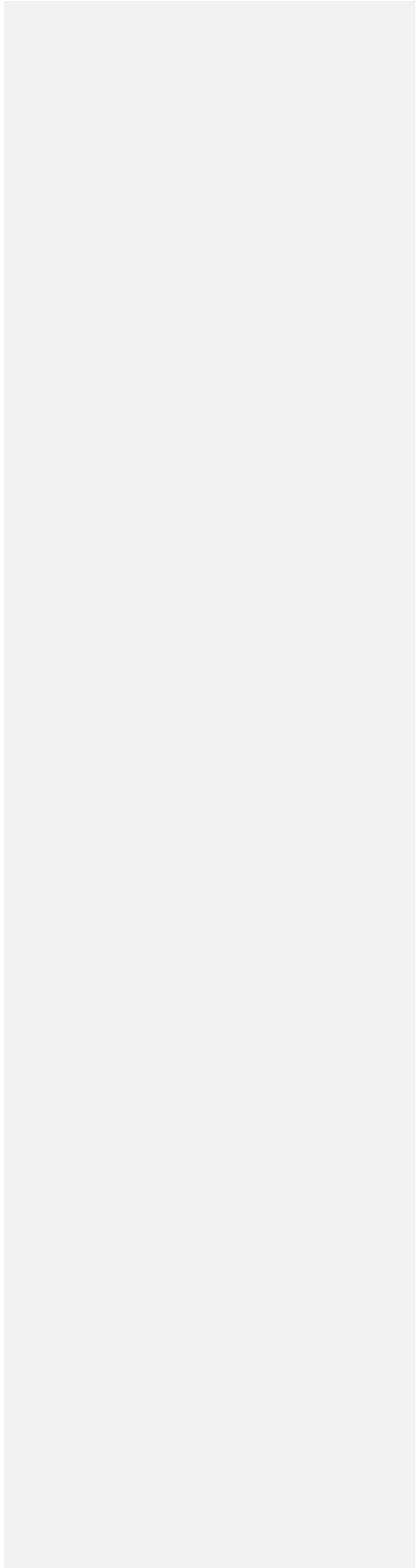
(8) Requests honored by the City for extra collection of a Yard Waste roll-out container shall be \$9.00 per month for bills dated before May 1, 2013, and \$9.60 per month for bills dated after May 1, 2013, ~~billed at \$ 9.00~~ per pickup. (Ord. 3671, 4-6-2010; Ord. 3716, 3-21-2011)

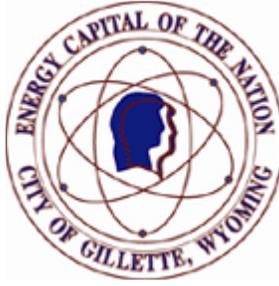
PASSED, APPROVED AND ADOPTED this _____ day of
20122013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk
Published:





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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance to Revise Rates for Wastewater Service Furnished by the City of Gillette.

BACKGROUND:

Ordinance second reading: 6/0

Ordinance first reading: 7/0

The rate for Wastewater is calculated from the average water consumption per month during the period of December through February. This rate is composed a base portion and a consumption portion. The current base rate is \$6.05 per month and the consumption portion is \$1.91/ 1000 gallons. Analysis of this enterprise fund results in a recommendation that the overall revenue be increased by 7.5%. This ordinance will increase the base rate to \$6.15 per month and the consumption fee to \$2.10/ 1000 gallons, which should impact the typical residential customer by \$1.43 per month.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of an Ordinance to Revise Rates for Wastewater Service Furnished by the City of Gillette on third and final reading.

STAFF REFERENCE:

Kendall Glover, Utilities Director
Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

[Wastewater rate ordinance](#)

[redlined wastewater rate ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE TO REVISE RATES FOR WASTEWATER SERVICE
FURNISHED BY THE CITY OF GILLETTE

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

SECTION ONE. Section 17-14 (c) of the Gillette City Code is amended to
read as follows:

(c) Wastewater System Fixed Cost Service Charge.

All system users shall pay a fixed cost service charge based on water
meter size as follows:

<u>METER SIZE</u>	<u>SERVICE CHARGE/MONTH</u>	
1 inch and smaller	\$6.05 until 5-1-2013	\$6.15 starting 5-1-2013
Greater than 1 inch	\$30.25 until 5-1-2013	\$30.65 starting 5-1-2013

(Ord 1733, 8/7/89; Ord. 3428, 6-19-2006)

SECTION TWO. Sections 17-14 (f), 1, and 2 of the Gillette City Code, are
amended to read as follows:

(f).1 Class I Users

The owner or occupant of each residential premises
connected to the municipal water works and wastewater system
shall pay for the use and availability of such wastewater
disposal services. The user service charge shall be computed by
multiplying the incremental cost, as determined by Section
(e).1, by the volume of water consumed in 1000 gallon units,
(for a unit of time), plus a minimum fixed cost, (per month), as
determined by Paragraph (c). The wastewater user service
charge for any Class I user during the period of April 1st
through March 31st shall be the average amount of the charges
for wastewater service determined from three water meter
readings during the previous winter period from December 1st

through February 28th. For a Class I user beginning to discharge to the wastewater system after this ordinance becomes effective, a charge shall be made pursuant to the criteria of Section (f).4, until the base period for the purpose of determining said charge shall have occurred.

The user service charge for Class I residential rate customers is \$1.91 per one thousand gallons until May 1, 2013 and \$2.10 per thousand gallons starting on May 1, 2013 .

Until consumption history is properly established for previously unoccupied residential properties, or if metering does not allow establishment of usage, the monthly charge shall be based on the following assumed usages:

Detached, Single family	9,000	gal/mth
Attached, apartments, etc.	7,000	gal/mth
R.V.	2,000	gal/mth

(f).2 Class II Users

The user service charge for Class II commercial rate customers is \$1.91 per one thousand gallons until May 1, 2013 and \$2.10 per thousand gallons starting on May 1, 2013. Commercial sewer use charges shall be based on average monthly water consumer or waste discharged during the previous period as determined by the City of Gillette. Rates for commercial uses with little seasonal water consumption variation, may be based on average monthly water consumption during the period of December 1, through February 28 if approved by the City. Rates for commercial uses with little winter use shall be based on average monthly water consumption during periods of representative water use. In cases where no prior water usage is available for calculating a charge, it shall be based on an assumed usage of 15,000 gallons per month, or as determined in Section (f).4.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2013.

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Published:

ORDINANCE NO. _____

AN ORDINANCE TO REVISE RATES FOR WASTEWATER SERVICE
FURNISHED BY THE CITY OF GILLETTE

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

SECTION ONE. Section 17-14 (c) of the Gillette City Code is amended to
read as follows:

(c) Wastewater System Fixed Cost Service Charge.

All system users shall pay a fixed cost service charge based on water
meter size as follows:

<u>METER SIZE</u>	<u>SERVICE CHARGE/MONTH</u>
1 inch and smaller	\$6.05 5.11 until 3-31- 2007 5-1-2013 6.05 6.15 starting 4-1- 2007 5-1-2013
Greater than 1 inch	\$30.25 25.57 until 3-31- 2007 5-1-2013 30.25 65 starting 4-1- 2007 5-1-2013

(Ord 1733, 8/7/89; Ord. 3428, 6-19-2006)

SECTION TWO. Sections 17-14 (f), 1, ~~and 2,~~ ~~and 4~~ of the Gillette City
Code, are amended to read as follows:

(f).1 Class I Users

The owner or occupant of each residential premises
connected to the municipal water works and wastewater system
shall pay for the use and availability of such wastewater
disposal services. The user service charge shall be computed by
multiplying the incremental cost, as determined by Section
(e).1, by the volume of water consumed in 1000 gallon units,
(for a unit of time), plus a minimum fixed cost, (per month), as
determined by Paragraph (c). The wastewater user service
charge for any Class I user during the period of ~~April~~ ~~March~~ 1st
through ~~February 28th~~ ~~March 31st~~ shall be the average amount

of the charges for wastewater service determined from three water meter readings during the previous winter period from December 1st through February 28th. For a Class I user beginning to discharge to the wastewater system after this ordinance becomes effective, a charge shall be made pursuant to the criteria of Section (f).4, until the base period for the purpose of determining said charge shall have occurred.

The user service charge for Class I residential rate customers is ~~\$1.681.91~~ per one thousand gallons until May 1, ~~2012-2013~~ and ~~\$1.912.10~~ per thousand gallons starting on May 1, ~~2012-2013~~.

Until consumption history is properly established for previously unoccupied residential properties, or if metering does not allow establishment of usage, the monthly charge shall be based on the following assumed usages:

Detached, Single family	9,000	gal/mth
Attached, apartments, etc.	7,000	gal/mth
R.V.	2,000	gal/mth

(f).2 Class II Users

The user service charge for Class II commercial rate customers is ~~\$1.681.91~~ per one thousand gallons until May 1, ~~2012-2013~~ and ~~\$1.912.10~~ per thousand gallons starting on May 1, ~~2012-2013~~. Commercial sewer use charges shall be based on average monthly water consumer or waste discharged during the previous period as determined by the City of Gillette. Rates for commercial uses with little seasonal water consumption variation, may be based on average monthly water consumption during the period of December 1, through February 28 if approved by the City. Rates for commercial uses with little winter use shall be based on average monthly water consumption during periods of representative water use. In cases where no prior water usage is available for calculating a charge, it shall be based on an assumed usage of 15,000 gallons per month, or as determined in Section (f).4.

~~(f).4 Non-metered Water Service Districts and New Users~~

~~Non-metered users shall include all users, regardless of class, that discharge wastes into the wastewater disposal system and do not have an individual water meter at the property receiving service. Water Service District users shall include all users located within the City regardless of their Class who discharge wastes into the wastewater disposal system and are connected to a non-City water system that provides individual water meters at the property receiving service. New Users shall include all Class I users who have not established a base period discharge quantity pursuant to Section (f).1.~~

~~Non-metered users who receive City furnished water through a master metered system and have an individual utility account with the City may pay a sewer user charge based on their prorata share of the total sewer use charge calculated from the total water consumption measured by the master meter supplying them with City water. To be billed in this manner, a user must notify the Director of Utilities of the City of Gillette in writing and indicate the address of the master meter and of all other users of the master meter, and the user shall furnish signatures from all users of the master meter and the current utility customer billed for the master meter approving this billing method so that all the affected accounts can be billed accordingly. They will then be billed a sewer usage fee based on water consumption as any other user in their Class.~~

~~Non-metered users who do not receive City furnished water shall pay a sewer user charge calculated by reference to the following presumed usages:~~

~~Class I~~

~~Single Family, detached ————— 9,000 gallons per month
Multi-family ————— 7,000 gallons per month~~

~~R.V. _____ 2,000 gallons per month~~

~~Class II~~

~~Non-metered Class II users shall be charged based on 15,000 gallons per month or on estimates prepared by the City of Gillette if the commercial/industrial activities indicate a greater usage.~~

~~Class III~~

~~If a non-metered Class III user discharges to the wastewater system, reasonable attempts shall be made to monitor the quantity of wastewater discharge. If the wastewater discharge cannot be measured, the City shall estimate the flow based on the industrial activities of the user.~~

~~The fixed cost service charge for non-metered Class I users shall be as set forth for metered users with meters 1 inch in size or less. The fixed cost service charge of non-metered Class II and Class III users shall be set forth for metered users with meters greater than 1 inch in size.~~

~~Water Service District users shall pay the fixed cost service charge pursuant to Section 17-14(b). Water Service District users shall pay the appropriate user service charge pursuant to Section 17-14(f). Water Service District users shall also pay a monthly meter reading/maintenance fee of \$1.00. The monthly meter reading/maintenance fee is based on meter reading costs, maintenance costs and initial account set up costs amortized over a fifteen year period. To be billed in this manner, the service district board or homeowner's association board or other entity which operates a non-City water system that provides individual water meters at the property receiving service must submit a written request to the Director of Utilities of the City of Gillette. The board or other entity must enter into a contract~~

~~with the City of Gillette to provide this service. In the absence of an agreement water service district users shall be billed as non-metered users. (Ord.1711, 12/19/88; Ord 1733, 8/7/89; Ord. 3383, 9-6-05)~~

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2013.

Tom Murphy, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

Published:



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance Providing for the Vacation of a Portion of a 50 Foot Wide General Utility Easement Located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision in the City of Gillette, Wyoming, Subject to all Planning Requirements.

BACKGROUND:

The property owner requests that the City vacate a portion of a 50 foot wide General Utility Easement located on his property. The property is located at the intersection of East 7th Street and Church Avenue on the northeast corner. The four (4) lots are in the Rolling Hills Subdivision. The purpose of the Vacate Request is to remove a portion of the 50 foot wide General Utility Easement which shows on the plat for the subdivision and which crosses the property in a diagonal manner. The General Utility Easement is no longer needed since City sewer has been abandoned in the easement and placed in the right-of-way of East 7th Street.

A 20 foot wide General Utility Easement runs north-south covering a portion of Lots 1B (5 feet) and Lot 1C (15 feet). The 20 foot wide General Utility Easement intersects with the 50 foot wide General Utility Easement as there are utilities underground in that area. The General Utility Easement on Lots 1B and 1C will then remain in place as utilities are situated within it. City staff has reviewed the proposal and finds it in the best interest of the City to vacate the 50 foot wide General Utility Easement and leave a 20 foot wide General Utility Easement in place.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance Providing for the Vacation of a Portion of a 50 Foot Wide General Utility Easement Located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision in the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

MAP

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

ATTACHMENTS:

Click to download

- [Planning Commission Minutes](#)
- [Vicinity and Aerial Map](#)
- [Exhibit A Map](#)
- [Case Sheet](#)
- [Ordinance](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

City Council Chambers, City Hall
March 19, 2013 – 7:00 p.m.

PRESENT

Commission Members Present: Clark Sanders, Lee Wittler, Jennifer Thomas, Damon Hart, and Dallas Streets.

Staff Present: Dustin Hamilton, Director of Engineering & Development Services, Michael Surface, Senior Planner, Staci Beecher, Planner, and Tracy Olson, Administrative Assistant.

CALL TO ORDER

Chairman Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Ms. Thomas, seconded by Mr. Hart to approve the Minutes of the City Planning Commission Meeting on January 23, 2013. The motion to approve the Minutes carried 5/0.

12.056V –
VACATION –Partial
Vacate Request of
a 50 Foot Wide
General Utility
Easement Located
on Lots 1A, 1B, 1C,
and 1D, Block 9,
Rolling Hills
Subdivision

Mr. Streets made a motion to approve said case. Mr. Wittler seconded the motion. Mr. Surface presented the case and stated there were no public comments regarding this case.

There being no questions or comments, a vote was taken on the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Ms. Beecher stated there will be one (1) case at the next Planning Commission Meeting held on Tuesday, April 2, 2013.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:10 p.m.

Minutes prepared by

Tracy Olson
Planning Administrative Assistant

Pcm031913minutes

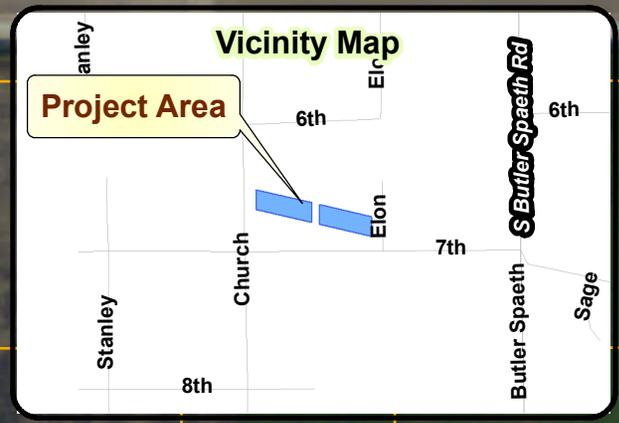
Aerial Map

Project Area

Church Ave

Elon Ave

E 7th St



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

-  Projects
-  Parcels
-  Existing Easement
-  Road Centerlines



0 50
Feet

Y:\GIS Work\Community Development\Planning\PlanningCommissionMaps\12.056V



12.056V -
Proposed Vacation
of a portion of
50' General Utility Easement
through Lots 1A, 1B, 1C & 1D
Block 9

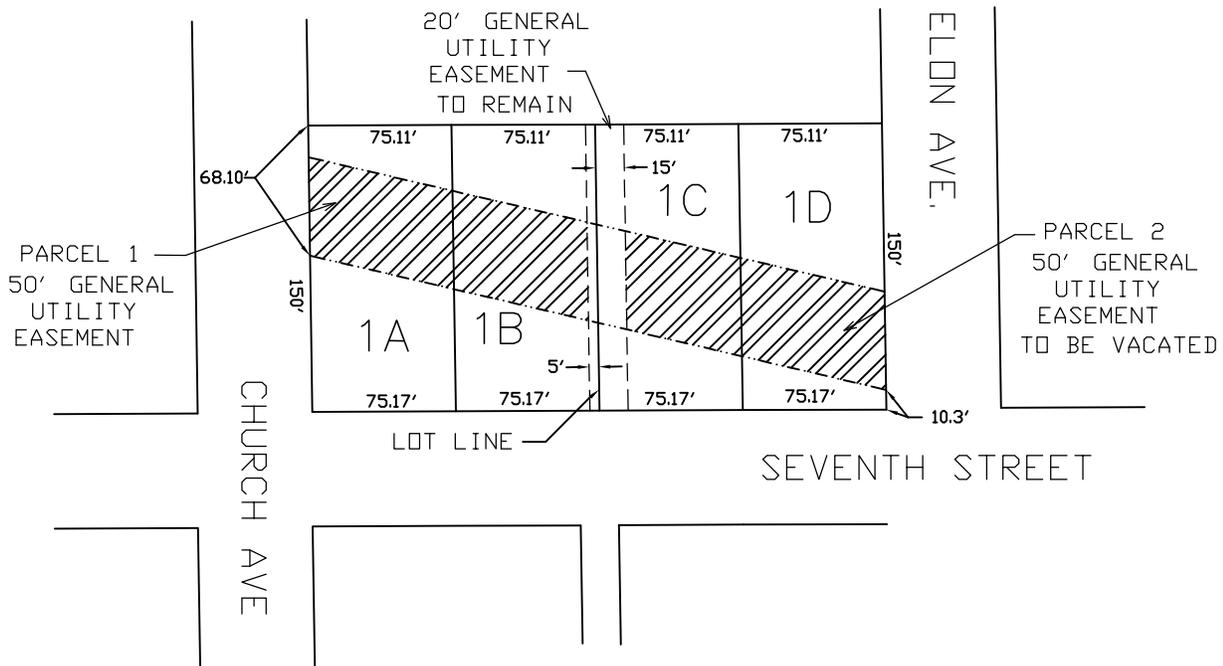
January 23, 2012

CITY OF GILLETTE
GIS DIVISION
201 E. 5TH STREET, P.O. BOX 3003
GILLETTE, WYOMING 82717
(307) 686-5364

Exhibit 'A'

DRAWING SHOWING

PROPOSED VACATION OF A PORTION OF
50' GENERAL UTILITY EASEMENT
EXTENDING THROUGH LOTS 1A, 1B, 1C & 1D, BLOCK 9
ROLLING HILLS SUBDIVISION
CITY OF GILLETTE, WYOMING



LAND DESCRIPTION:

PARCEL 1

ALL THAT PORTION OF THE 50' WIDE GENERAL UTILITY EASEMENT EXTENDING THROUGH LOTS 1A AND 1B, BLOCK 9, ROLLING HILLS SUBDIVISION LYING WESTERLY OF A LINE FIVE FEET WESTERLY OF THE EAST BOUNDARY OF SAID LOT 1B, BLOCK 9, ROLLING HILLS SUBDIVISION.

LAND DESCRIPTION:

PARCEL 2

ALL THAT PORTION OF THE 50' WIDE GENERAL UTILITY EASEMENT EXTENDING THROUGH LOTS 1C AND 1D, BLOCK 9, ROLLING HILLS SUBDIVISION LYING EASTERLY OF A LINE FIFTEEN FEET EASTERLY OF THE WEST BOUNDARY OF SAID LOT 1C, BLOCK 9, ROLLING HILLS SUBDIVISION.

PREPARED BY:
DOYLE LAND SURVEYING
801 EAST FOURTH ST., STE 15
GILLETTE, WY 82716
PH: (307)686-2410

PREPARED FOR:
MICHAEL E, & MARY M. CHAMBERS
604 ELON AVE.
GILLETTE, WY 82716

DATE OF PREPARATION:
2/6/13 REV 2/15/13

Planning Commission Agenda Item for March 19, 2013

Case Number 12.056V: Partial Vacate Request of a 50 Foot Wide General Utility Easement Located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision

Applicant/Owner: Michael Chambers

Agent: Doyle Land Surveying

Location: East 7th Street and Church Avenue

Summary:

The property owner requests that the City vacate a portion of a 50 foot wide General Utility Easement located on his property.

Background:

The property is located at the intersection of East 7th Street and Church Avenue on the northeast corner. The four (4) lots are in the Rolling Hills Subdivision.

The purpose of the Vacate Request is to remove a portion of the 50 foot wide General Utility Easement which shows on the plat for the subdivision and which crosses the property in a diagonal manner. The General Utility Easement is no longer needed since City sewer has been abandoned in the easement and placed in the right-of-way of East 7th Street.

A 20 foot wide General Utility Easement runs north-south covering a portion of Lots 1B (5 feet) and Lot 1C (15 feet). The 20 foot wide General Utility Easement intersects with the 50 foot wide General Utility Easement as there are utilities underground in that area. The General Utility Easement on Lots 1B and 1C will then remain in place as utilities are situated within it. City staff has reviewed the proposal and finds it in the best interest of the City to vacate the 50 foot wide General Utility Easement and leave a 20 foot wide General Utility Easement in place.

Planning Requirements:

1. If approved by the City Council, the Ordinance and Exhibit 'A' Map shall be recorded at the Campbell County Courthouse.
2. The 20 foot wide General Utility Easement which intersects the 50 foot wide Sewer Easement shall remain in place.
3. Any further development of the property shall comply with City of Gillette requirements.

Staff Recommendation:

Staff recommends approval of the Easement Vacation for a 50 foot wide General Utility Easement located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision as shown on the Exhibit 'A' Map, subject to all Planning requirements.

This case is tentatively scheduled for First Reading by City Council on April 1, 2013 at 7:00 p.m. in the City Council Chambers.

Save: 12.056V PC Case Sheet

Attachments: Aerial and Vicinity Map, Exhibit 'A' Map

Case Manager: Michael Surface

ePlans: 12-819

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF A 50 FOOT WIDE GENERAL UTILITY EASEMENT LOCATED ON LOTS 1A, 1B, 1C AND 1D, BLOCK 9, ROLLING HILLS SUBDIVISION IN THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

Section 1.

Pursuant to the petition of the owners of Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision, and the authority of §15-6-104 and §34-12-106 through 108 W. S., the City Council finds that the partial vacation of the 50 foot wide General Utility Easement located on Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision will not abridge or destroy any of the rights and privileges of other proprietors in the said plat of the Rolling Hills Subdivision and further finds that the vacation is in the best interest of the City of Gillette.

The vacation of the 50 foot General Utility Easement extending through Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision is legally described as:

Parcel 1:

All that portion of the 50 foot wide General Utility Easement extending through Lots 1A, and 1B, Block 9, Rolling Hills Subdivision lying westerly of a line five feet westerly of the east boundary of said Lot 1B, Block 9, Rolling Hills Subdivision.

Parcel 2:

All that portion of the 50 foot wide General Utility Easement extending through Lots 1C and 1D, Block 9, Rolling Hills Subdivision lying easterly of a line 15 feet easterly of the west boundary of said Lot 1C, Block 9, Rolling Hills Subdivision.

For more particular legal description see the legal description of the area to be vacated on the attached Exhibit 'A'.

Section 2.

- (a) A portion of the 50 foot wide General Utility Easement is hereby vacated. The property owner of Lots 1A, 1B, 1C and 1D, Block 9, Rolling Hills Subdivision may enclose the 50 foot wide General Utility Easement which is vacated, provided, however, that there is reserved to the City of Gillette a 20 foot wide General Utility Easement in and to the land so vacated, in which to construct, maintain, service, reconstruct, repair, operate and locate any public utility and appurtenant structures and improvements, whether located on, below or above the surface of the land. The City shall have sole discretion as to any and all operations within or affecting the General Utility Easement. The owners of the land may use and enjoy the surface of the easement, subject to the superior right of the City to use the easement, free of any claim or demand for damages due to any action of the City within said easement.
- (b) The Clerk of Campbell County, in whose office the aforesaid plat is recorded, shall write in plain legible letters across that part of the plat so vacated, the word "VACATED" and also make a reference on the same to the volume and page in which the said instrument of Vacation is recorded.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publication Date:

STATE OF WYOMING)
)ss.
County of Campbell)

On this ____ day of _____, 20____, before me personally appeared Tom Murphy, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Tom Murphy acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

TABLED ITEM

Council Consideration of a Resolution to Authorize the Annexation of Camplex.

BACKGROUND:

A Resolution has been prepared to direct City staff to prepare the necessary materials to start the process to annex a portion of the Camplex property and intervening tracts of land covered by annexation agreements. The properties to include within the annexation are shown on the attached map.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a Resolution to Authorize the Annexation of Camplex.

STAFF REFERENCE:

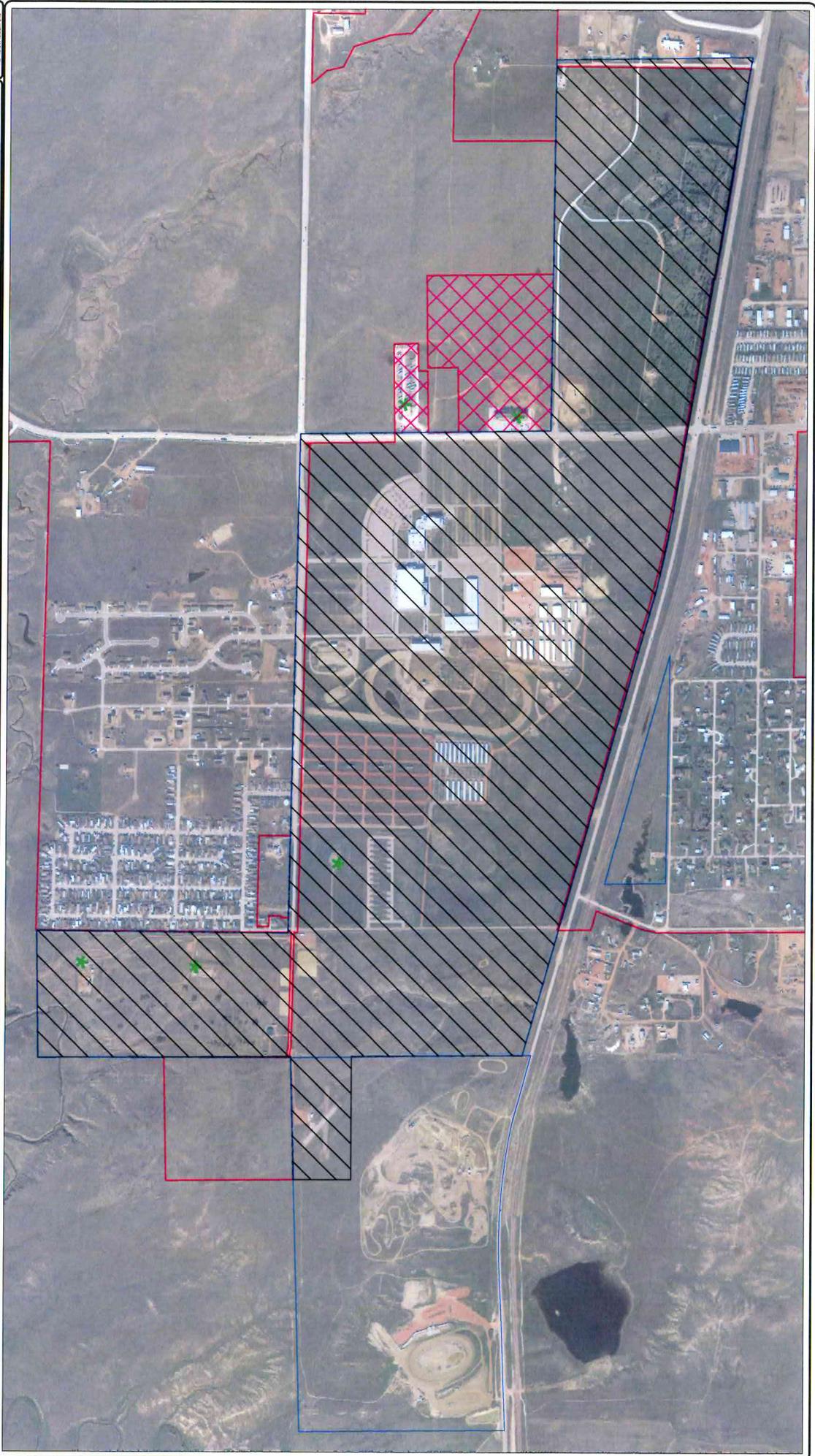
MAP

Charlie Anderson, City Attorney

ATTACHMENTS:

Click to download

- [map of prposed annexation areas](#)
- [Resolution for Camplex Annexation](#)



THIS INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFICIAL STATEMENT OF THE CITY OF GILLETTE. THE CITY OF GILLETTE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY APPEAR HEREIN.



Proposed Annexation Complex Area
 Proposed Annexation Outside Complex Area
 PRECorp Loads

City Limits
 Complex Property



Annexation Area
 CITY OF GILLETTE
 DEPARTMENT OF UTILITIES
 201 E. 5TH STREET, P.O. BOX 3003
 GILLETTE, WYOMING 82717
 (307) 686-5277

RESOLUTION NO. __

A RESOLUTION AUTHORIZING THE ANNEXATION OF CAMPLEX AND
INTERVENING PROPERTIES

WHEREAS, Gillette serves Camplex and intervening properties with City utilities;
and

WHEREAS, Camplex and several tracts of intervening property are covered by
Annexation agreements.

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

City staff is directed to prepare the necessary plats, resolutions and other documents
for presentation to the Gillette City Council to set a date for a public hearing to begin
the process to annex the portions of Camplex covered by an agreement to annex and
to annex intervening properties for which annexation agreements have been prepared.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

Tom Murphy, 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: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Pipeline License Agreement for a 12" Water Line Crossing of the Railroad Right of Way Along the Line of Butler Spaeth Road with Railroad Management Company, LLC.

BACKGROUND:

In order to have a water line crossing the railroad right-of-way, the City needs to sign the Pipeline License Agreement which identifies the requirements of this crossing.

ACTUAL COST VS. BUDGET:

The cost of the Pipeline License Agreement is a one time administrative fee in the amount of \$500.00 and an annual payment of \$132.87. The cost will be funded under Water account 503-4530-441-4420 (Contractual Services/Rentals and Leases).

SUGGESTED MOTION:

I move for approval to sign the Pipeline License Agreement with Railroad Management Company, LLC, for a 12" water line crossing the right of way along Butler Spaeth Road.

STAFF REFERENCE:

Kendall Glover, Utilities Director

ATTACHMENTS:

Click to download

- [Assignment, Assumption & Amendment Agreement](#)
- [Exhibit A](#)
- [Exhibit B](#)

ASSIGNMENT, ASSUMPTION & AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION & AMENDMENT AGREEMENT (this "**Assumption**"), dated as of 5:00 p.m. on _____, 2013 (the "**Effective Time**"), is entered into and executed and delivered by and among City of Gillette, a Wyoming _____, whose address is 201 E. 5th Street, Gillette, WY 82717 ("**Assuming Party**") and Strong Capital VI-B, LLC, a Texas Limited Liability Corporation (hereinafter "**Strong**");

RECITALS

WHEREAS, Strong, or their respective predecessors in interest, and a third party (the "**Counterparty**") entered into one or more agreement(s), as amended or supplemented prior to the date hereof, and described on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Agreement**");

WHEREAS, the Assuming Party desires to assume and perform the obligations of the Counterparty to the Agreement and desires to deliver to Strong such instruments as are required to evidence the assumption of all obligations of Strong's counterparty pursuant to the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement in connection with the execution and delivery of this Assumption in order to, among other things, modify amend and supplement certain payment (including without limitation payment amounts and certain payment terms), liability and indemnification provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Assuming Party and Strong, the party does hereby agree as follows:

1. Assumption. The Assuming Party, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assumes all of the Counterparties' right, title, benefit, privileges and interest in, to and under the Agreement, subject to the terms, conditions and limitations set forth therein and assumes and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations, terms, provisions, duties, obligations and conditions contained in said Agreement to be performed and observed by the Counterparty, and assumes and agrees to timely pay and perform, honor, discharge and satisfy all duties, obligations and liabilities of the Counterparty arising out of or relating to the Agreement (the "**Assumed Rights and Liabilities**").
2. Administrative Processing Fee. The Assuming Parties shall pay to Strong an administrative processing fee in the amount of Five Hundred and no/100 Dollars (\$500.00) upon the execution and delivery of this Assumption by check.
3. Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the "Rental Section" column of **Exhibit A** shall be deleted in their entirety and replaced with the following:

- (a). "As partial consideration for the permission herein given, Assuming Party shall pay to Strong, as rental the sum of One Hundred Thirty-Two and 87/100 Dollars (\$132.87), per annum (the "**Annual Rental Amount**"), payable annually in advance and subject to annual adjustment. Acceptance by Licensor of rental in advance shall not be construed as a waiver by Licensor of its right to terminate as set forth on the "Termination Section" column of **Exhibit A**.

(b.) CPI Factor Adjustments. The annual rental amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Time of this Assignment by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "**Consumer Price Index**"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental agency, or by a minimum of three percent (3%). The "**CPI Factor**" is the percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding each anniversary of the date of this Assumption, adjusted to the nearest one-tenth of one percent.

(c.) Interest. All amounts due hereunder shall bear interest from the date when due until paid at a rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas, without regard to conflicts of laws principles, and in no event will interest exceed the maximum amount permitted by such laws.

(d.) Dispute Resolution. Subject to the provisions of subsections (3)(c)(iii) and (3)(c)(iv), any dispute, controversy or claim arising from or in connection with the Agreement, an alleged breach of the Agreement or the relationship of the parties under the Agreement, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise (a "**Dispute**") shall be resolved as follows:

(i) Informal Resolution. Except as otherwise provided herein, the parties will attempt to resolve any Dispute through informal negotiations before proceeding to arbitration as provided below. Negotiations for an informal resolution of a Dispute shall be initiated by written request from the party requesting negotiations to the other party. Upon sending and receipt of a request for negotiations, each party to the Dispute will appoint a designated representative. The task of the designated representatives will be to meet for the purpose of endeavoring to resolve such Dispute. The designated representatives shall have the authority to make binding decisions and/or commitments on behalf of the party they represent. The designated representatives shall meet as often as they reasonably deem necessary to resolve the Dispute without the necessity of any formal limitations. Formal proceedings (including arbitration) for the resolution of a Dispute may not be commenced until the earlier of: (A) the designated representatives mutually concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (B) the expiration of the thirty (30) day period immediately following the date of the initial written request to negotiate the Dispute.

(ii) Arbitration. Failing informal resolution the Dispute shall be finally settled by binding arbitration under the Commercial Arbitration Rules established by the American Arbitration Association which are in effect when the arbitration is initiated. The parties hereby agree that the Federal Arbitration Act will apply to any Dispute. Any party may initiate an arbitration following failure of informal resolution by filing a demand for arbitration with the American Arbitration Association at its office in Dallas, Texas, and simultaneously delivering a copy of such demand to the parties involved in the Dispute. The delivery of a demand for arbitration shall have the same effect as the filing of a civil action in a court of competent jurisdiction for purposes of all statutes of limitations applicable to the claims covered by the Dispute. Unless otherwise agreed by the parties, the arbitration hearing shall be conducted in Dallas, Texas before a single arbitrator, acting under the Commercial Rules of the American Arbitration Association, except as modified herein. The arbitrator shall be a business attorney in practice for at least 20 years, with substantial experience in the negotiating and drafting of business agreements and versed in Texas law. If the amount in controversy equals or exceeds \$1,000,000 then three (3) arbitrators shall be required (in such case each party shall select one arbitrator and such arbitrators shall select a third arbitrator). Unless the parties agree to

a mutually acceptable arbitrator within thirty (30) days of a demand for arbitration the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall be bound by the provisions of the Agreement, including the governing law provision. It is the intent of the parties that the arbitration shall be conducted in an efficient, economical and expeditious manner. Accordingly, the parties and the arbitrator shall meet in a pre-hearing conference as promptly as practicable after selection of the arbitrator to establish the scope and extent of discovery and the schedule of the arbitration. If the parties cannot agree as to the scope of discovery, then discovery shall be limited to that which is necessary to a fair resolution of the Dispute, in the judgment of the arbitrator. Unless the parties otherwise agree or the arbitrator determines that it is impracticable, discovery shall be completed within 60 days after the pre-hearing conference, and the hearing on the merits shall be held within 90 days after the pre-hearing conference. The decision of the arbitrator as to all matters involved in the Dispute shall be set forth in a written award, which shall state the relief granted and a brief statement of the reasons for same. The award shall be binding and conclusive upon the parties to this Agreement, subject only to challenges on grounds provided in the Federal Arbitration Act. The arbitrator shall issue the award within thirty (30) days after the completion of the arbitration hearing and shall deliver such decision to the parties involved in the Dispute. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction, subject to the provisions of subsection (iii) below. The non-prevailing parties shall pay the reasonable expenses (including attorneys' fees) of the prevailing parties and the arbitrator fee and administrative expenses associated with the arbitration.

(iii) *Civil Actions Permitted For Certain Purposes.* Notwithstanding the provisions of subsections (i) and (ii) of this Section, a party may initiate a civil action in court for the purposes of (A) enforcing the dispute resolution provisions of this Assumption, (B) judgment upon, and enforcement and collection of, an arbitral award and (C) obtaining provisional relief such as a temporary restraining order, temporary injunction, garnishment, attachment and similar relief available under applicable law, without first requesting informal dispute resolution or initiating arbitration. The parties agree that exclusive jurisdiction and venue for any such civil action shall be in the state courts in and for Dallas County, Texas or the United States District Court for the Northern District of Texas (Dallas Division) as well as to all appellate courts to which an appeal may be taken from such trial court. The parties agree not to commence any suit, action or proceeding contemplated by this subsection except in the courts specified in the preceding sentence. Each of the parties to this Agreement expressly waives, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such courts on the basis of any objection to personal jurisdiction, venue or inconvenient forum in any of such courts. Notwithstanding the provisions of this subsection, the merits of any Dispute shall be resolved by arbitration.

(iv) *Excluded Disputes.* The following matters are excluded from the Dispute resolution requirements of this Section: (A) a cross-claim pursuant to an indemnification obligation set forth in this Agreement in a proceeding filed by a third party; (B) a dispute regarding ownership, infringement or violation of intellectual property rights; and (C) any formal proceedings commenced to avoid expiration of any applicable limitations period, to preserve a superior position with respect to other creditors or to seek temporary, preliminary or permanent injunctive relief. The filing of a court action to enable the recording of a notice of pending action, receivership, or injunction shall be permitted.

4. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Assumption, all other terms, conditions and provisions of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Assumption (including without limitation **Exhibit B** attached hereto) and any provision of the Agreement, the provisions of the Agreement shall govern and control. This Assumption embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition(s) or obligation(s).

5. Severability. If any term, provision, covenant or restriction of this Assumption is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assumption shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Governing Law; Interpretation. This Assumption shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Assumption will be deemed to have been drafted by all parties hereto. This Assumption shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

7. Acknowledgements. The Assuming Party hereby acknowledges the title in and to the licensed area and Assumed Rights to be good and agrees never to assail or resist said title. The consummation of the assumption of the Assumed Rights and Liabilities pursuant to this Assumption shall be deemed the Assuming Party's acknowledgement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Assumed Rights and Liabilities. Except as otherwise expressly set forth in this Assumption and the documents or instruments executed in connection herewith the Assuming Party shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Assumed Rights and Liabilities or the condition of title to the Assumed Rights and Liabilities or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Assumed Rights and Liabilities. Assuming Party is assuming the Assumed Rights and Liabilities "as is and where is" with all faults.

8. Additional Terms. The parties hereto agree to the terms and conditions set forth on **Exhibit B**, attached hereto and made a part hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assumption to be executed in duplicate as of the date first above written.

Assuming Party:

CITY OF GILLETTE

By: _____

Name:

Title:

Strong:

RAILROAD MANAGEMENT COMPANY, LLC

As agent for Strong Capital VI-B, LLC

By: _____

Name:

Title:

EXHIBIT A

Agreements between Strong Capital VI-B, LLC and Counterparty assumed by City of Gillette:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Rental Section	Termination Section
301107	40236498	301107	GILLETTE	CAMPBELL	WY	1.	9.

EXHIBIT B

1. (a) Licensee agrees to reimburse BNSF Railway Company ("**Railway**") (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Railway in connection with Licensee's use of the Premises or the presence, construction, and maintenance, and use of the properties described in **Exhibit A** (the "**Premises**"), including but not limited to the furnishing of Railway's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The **estimated cost** for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. **Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.**

(b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Railway's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-orientation program at the following Internet Website "<http://contractororientation.com>". This program must be completed no more than one year in advance of Licensee's entry on the Premises.

(c) Licensee shall notify Railway's Roadmaster at least five (5) business days prior to entering the Premises for any maintenance thereon.

2. This Section shall be added to the Agreement:

Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

2.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 (in the case of communication or electrical improvements ("**C&E**") or \$5,000,000 (in the case of pipeline improvements ("**Pipe**") each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

Waiver of subrogation in favor of and acceptable to Licensor.

Additional insured endorsement in favor of and acceptable to Licensor and Strong.
Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy. The parties hereto agree that the improvements in the Agreement are [check one]:

- C&E
- Pipe

In the event no box is checked, the higher limits shall apply.

2.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage.
Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor.
Additional insured endorsement in favor of and acceptable to Licensor.
Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

2.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor.

2.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 (in the case of C&E or \$5,000,000 (in the case of Pipe) each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe). The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

Endorsed to include the Pollution Exclusion Amendment.

Endorsed to include the Limited Seepage and Pollution Endorsement.

Endorsed to include Evacuation Expense Coverage Endorsement.

No other endorsements restricting coverage may be added.

The original policy must be provided to Licensor prior to performing any work or services under this License.

Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

2.5 Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS (\$5,000,000) per claim including but not limited to the following:

Coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

Coverage for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

Coverage for defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually Licensee agrees to provide evidence of such coverage as required hereunder.

Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.

Amend the definition of Property Damage to provide coverage for natural resource damage.]

2.6 Other Requirements:

2.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

2.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

2.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

2.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify

Licensors in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

2.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

2.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

2.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

2.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then- current risk management practices in the railroad industry and underwriting practices in the insurance industry.

2.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

2.6.10 Failure to provide evidence as required by this Section 2 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

2.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

2.6.12 For purposes of this Section 2, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

3. Compliance with Laws, Rules, and Regulations.

3.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

3.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Railway's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com"

(the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

3.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of-way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

3.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

3.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

4. Environmental.

4.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

4.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Railway's property. Licensee agrees periodically to furnish Railway with proof, satisfactory to Railway that Licensee is in compliance with the provisions of this Section 4.

4.3 Licensee shall give Railway immediate notice to Railway's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Railway immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

4.4 If Railway has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Railway may require Licensee, at Licensee's sole risk and

expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Railway's right-of-way.

4.5 Licensee shall promptly report to Railway in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Railway shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Railway's request for information regarding said conditions or activities.

5. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RAILWAY AND STRONG AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

(b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY LIMITATION HEREIN OR IN THE AGREEMENT, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER

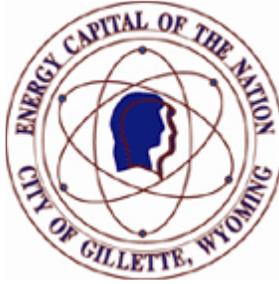
BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILWAY IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMESIS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT RAILWAY TO CLAIMS THAT RAILWAY IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL RAILWAY OR STRONG BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR(S) TO REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Railway or Strong, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

6. ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Except as herein modified, the Agreement shall continue in full force and effect.



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the Quiet Zones Project, Installed by Powder River Construction, Inc., in the Amount of \$580,186.62.

BACKGROUND:

This project was identified and conceived in 2006. The development of the project took several years of coordination and work with the Burlington Northern Santa Fe Railroad, the Wyoming Department of Transportation, and the Federal Railway Administration. The work consisted of installing the required supplemental safety measures for the implementation of a Quiet Zone, from Garner Lake Road to Foothills Boulevard, and rebuilding the crossings to provide a smoother and safer ride.

Construction began in April 2010 and the Quiet Zone was implemented on August 30, 2012. Progress was delayed to coordinate work with the Stonepile Creek Sanitary Sewer Project and to gain final acceptance by the Federal Railway Administration, the State of Wyoming, and Burlington Northern Santa Fe Railroad.

ACTUAL COST VS. BUDGET:

The original construction contract was in the amount of \$484,821.00. There were three (3) Change Orders in the project resulting in a \$95,365.62 increase to the contract.

The Change Orders included the addition of unclassified excavation to the work at all crossings in the amount of \$19,291.60, the addition of a crane rental to expedite the installation of crossing panels at the request of BNSF Railway in the amount of \$5,952.67, additional work added to Quiet Zone Project to coordinate with the Stonepile Sewer Project at the Burma Avenue Crossing in the amount of \$9,362.78, the addition of medians at the Brooks Avenue Crossing which were added to finalize requirements by BNSF to implement the Quiet Zone in the amount of \$11,051.00, and Final Quantity Adjustments in the amount of \$49,455.13.

The final contract amount was \$580,186.62.

This project was funded entirely by the Optional 1% Sales Tax.

SUGGESTED MOTION:

I move for Approval of the Acceptance of Public Improvements for the Quiet Zones Project, Installed by Powder River Construction, Inc., in the Amount of \$580,186.62.

STAFF REFERENCE:

VIDEO

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

ATTACHMENTS:

Click to download

[Affidavit on Behalf of Contractor](#)

[Warranty](#)

[Certificate of Final Completion](#)

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 3-14-2013

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** the Contractor, dated **April 1, 2010**.

For the **Quite Zones**

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 find 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.

3-14-13
Date

Contact

PO Box 2020

Address

Gillette

City

Wyoming

State

82718

Zip Code

[Signature]

Signed by

Estimator

Title

Subscribed and sworn to before me this 14 day of March, 2013

Tonia Spruhan
Notary Public



My Commission Expires: 11/7/2013

WARRANTY

Powder River Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Quite Zones 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
CERTIFICATE OF FINAL COMPLETION**

Project: Quite Zones

Project No.: 08EN50

Date of Contract: April 1, 2010

Owner: City of Gillette

Contractor: Powder River Construction, Inc.

Engineer: City of Gillette

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

February 28, 2013
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.



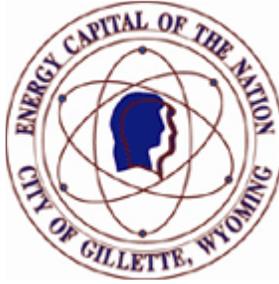
Executed by Contractor 3-5-13
Date



Executed by Engineer 2/28/13
Date



Executed by Owner 3/1/13
Date



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Construction Management Associated with the Sunflower Park Drainage Improvements Project with HDR Engineering, Inc., in the Amount of \$140,936.00.

BACKGROUND:

This project consists of the removal of approximately 2,900 LF of trickle channel, 20,100 SF of concrete sidewalk (bike path), existing pedestrian bridges, and installation of approximately 2,700 LF of low flow concrete channel, 4,900 SY of 10' wide concrete bike path, approaches for the concrete trickle channel, four (4) pedestrian bridges, and other miscellaneous work.

The services with HDR Engineering, Inc. will include a pre-construction meeting with the City of Gillette and the Contractor, review of drawings, schedules, submittals and proposed alternatives, Resident Project Representative (RPR) services, materials testing (\$20,450 - 14.5% of CM), survey and construction staking (\$23,647 - 16.8% of CM), progress meetings during construction, construction reports, monthly and final contractor pay requests, project inspection, project engineer's services, and preparation of the Drawings of Construction Record. The Construction Management fees are approximately \$1,565.96 per day and are 15.0% of the lowest qualified bid.

ACTUAL COST VS. BUDGET:

This project will be funded jointly by the Optional 1% Sales Tax Account 201-1011-419.74-05 and County-wide Consensus Funding up to \$1,050,000.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Construction Management Associated with the Sunflower Park Drainage Improvements Project, with HDR Engineering, Inc., in the Amount of \$140,936.

STAFF REFERENCE:

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

ATTACHMENTS:

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[Agreement](#)

[Exhibit A](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

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www.acec.org

American Society of Civil Engineers
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www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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

THIS IS AN AGREEMENT effective as of April 1st , 2013 (“Effective Date”) between
City of Gillette (“Owner”) and
HDR Engineering, Inc. (“Engineer”).

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

12EN 35 Sunflower Park Drainage Improvements
Engineer's services under this Agreement are generally identified as follows:
Construction Administration and Inspection

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
 - D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

~~5.02 *Designing to Construction Cost Limit*~~

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

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

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

6.05 *Suspension and Termination*

A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

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

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of

Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Owner: _____
 City of Gillette

Engineer: _____
 HDR Engineering, Inc.

By: _____

By: David D. Myers

Title: Mayor

Title: Wyoming Managing Principle

Date _____

Date _____

Signed: _____

Signed: March 20, 2012

Attest: _____

Engineer License or Firm's
 Certificate No. _____
 State of: WY#E-0004

Address for giving notices:

Address for giving notices:

201 E. 5th Street

P.O. Box 457

P.O. Box 3003

601 Metz Drive

Gillette, WY 82717

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Heath VonEye, P.E.

Mike Oakley, P.E.

Title: City Engineer

Title: Wyoming Transportation Section Manager

Phone Number: 307-686-5265

Phone Number: 307-682-8936

Facsimile Number: 307-686-0952

Facsimile Number: 307-682-5099

E-Mail Address: heathv@gillettewy.gov

E-Mail Address: mike.oakley@hdrinc.com

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

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

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

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

~~A1.02 Preliminary Design Phase~~

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

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

~~1A. Quality Control~~

- ~~A. Provide internal HDR, Inc. quality assurance and quality control reviews by senior staff members. Reviews typically completed at 0%, 20%, 50% and 90% completion.~~
- ~~B. Provide project accounting to meet client requirements.~~

~~1.0 Meet with Owner to verify scope of project.~~

~~2.0 Project Survey~~

- ~~A. Arrange for utility locates on the streets that were not included in the 2012 PMS B design.~~
- ~~B. Establish project control.~~
- ~~C. Obtain GPS horizontal location data for manholes, water valves and other utility information including locate markings.~~
- ~~D. Set bench marks for elevation control.~~

~~E. Complete topographical survey for street reconstruction to include all surface features within the right-of ways for street reconstruction/resurfacing and for sidewalks and miscellaneous concrete repairs.~~

~~F. Prepare base map.~~

~~3.0 Preliminary Design~~

~~A. Research existing information concerning the project including City Engineer Map files, previous public construction projects, and other generally available information.~~

~~B. Review ADA compliance of public sidewalks included in area covered by previously designed 2012 PMS B project.~~

~~C. Review and update plan sheets for previously designed 2012 PMS B project.~~

~~D. Review ADA compliance for public sidewalks in the 2013 project area.~~

~~E. Evaluate pavement options including review of recommendations made for streets included in 2012 PMS B.~~

~~F. Prepare a Pavement Recommendation Report with costs for options identified.~~

~~G. Prepare an ADA Recommendation Report with costs for options identified. Include identification of impacts to adjacent private property. (Note: preparation of legal descriptions and survey for work on private property will be considered an additional service.). ADA Report will be completed prior to 50% design. No additional design effort will be completed beyond 50%~~

~~H. Prepare a Design Report.~~

~~I. Design typical roadway sections.~~

~~J. Prepare plan and profiles.~~

~~K. Prepare detail sheets. It is assumed that ADA compliance will not require replacement of retaining walls or work on private property. If required, this work will be considered an additional service.)~~

~~4.0 Calculate quantities and prepare cost estimates.~~

~~5.0 Prepare a project manual.~~

~~6.0 Review Meetings With Owner~~

~~A. Complete a Preliminary Design Review with the Owner at 50% of design.~~

~~B. Complete an ADA review with the Owner following completion of the ADA Report.~~

~~Preliminary design will be provided for street rehabilitation on Richards Avenue from Second Street to Fourth Street, Fifth Street to Seventh Street, and Fourth Street from the alley between 4 J Road and Rockpile Boulevard to east of Richards Avenue. Streets previously included in the 2012 PMS B project but not included in the 2012 construction project will be included in the report. Pavement rehabilitation options will be evaluated and a report with recommendations provided. ADA compliance will be evaluated for the public sidewalks in the area identified for street rehabilitation including the streets remaining from the 2012 PMS B project. The ADA compliance report will provide an evaluation for compliance, recommendations and options for meeting compliance,~~

easement requirements (identification only—no legal descriptions or survey on private property included), and cost estimates.

6. ~~Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
7. ~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03 Final Design Phase~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

1. ~~Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
2. ~~Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
3. ~~Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
4. ~~Perform or provide the following additional Final Design Phase tasks or deliverables:~~
 - 1) ~~Final Design~~
 - a) ~~Update project manual~~
 - b) ~~Update plans~~
 - e) ~~Final cost estimates~~
 - d) ~~90% review meeting~~
 - e) ~~Prepare the application for City permit to construct~~

- ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 20 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

- ~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~
- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
 - ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~

- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - ~~1) Bidding
 - ~~a) Provide up to twenty (20) sets of plans and project manuals to the OWNER for distribution to contractors~~
 - ~~b) Arrange and conduct a pre-bid conference and site tour.~~
 - ~~c) Confer with contractors and offer clarification on the project.~~
 - ~~d) Prepare and issue addenda if necessary~~
 - ~~e) Attend the bid opening; review the bids for completeness and acceptability.~~
 - ~~f) Prepare a bid tabulation and make a recommendation on the award of the bid~~
 - ~~g) Prepare Notice of Award and Contract forms~~~~~~

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

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]
 3. ~~*Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~

4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the

Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

Construction Surveying

- a. Stake the grading limits for the low-flow trickle channel one time with a lath and hub.
- b. Stake the Low-Flow trickle channel and transitions with offset and grade to flow line one time. Assume 25' foot intervals for staking. Assume 500 feet minimum for staking.
- c. Stake channel cleanout accesses one time.
- d. Stake trickle channels with offset and grade to flow line one time. Assume 25' intervals.
- e. Stake bike path with offset to centerline only, one time. Grade will not be staked. Assume 50' interval for bike path staking.
- f. Measure topsoil and waste material stockpiles.
- g. Conduits will not be staked.
- h. Bridges will not be staked.

Construction Inspection

- a. Project Start up
- b. Daily Reports - Copies to Owner
- c. Weekly Construction Meetings
- d. Review Shop Drawings
- e. Full time inspection (8 hours a day, for 80 days)
- f. Material Testing – Soils and Concrete.
- g. Process Pay Requests
- h. As-Constructed Locations
- i. Process Change Orders
- j. Meet with owner
- k. Certificate of Substantial Completion

Project Close-out

- a. Substantial Completion Walk through
- b. Final Completion Walk through
- c. Project Closeout Documents
- d. Final Pay Estimate
- e. Final Advertisement (by City)
- f. Record Drawings for Project

Project Schedule

- a. Pre-Construction meeting in April, after award
- b. Notice to Proceed in April
- c. Construction to begin as determined by the Contractor – likely late April. There are 80 Construction Days to Substantial Completion and an additional 10 Construction days to Final.

- d. Record Drawings and Final Documents shall be submitted to the owner on or before 60 days after the construction final completion certificate is completed.

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

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

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

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

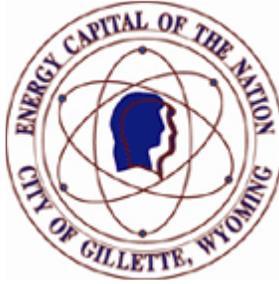
- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.

25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the PMS 2013 Schedule A Project to Simon Contractors in the Amount of \$1,116,094.20.

BACKGROUND:

The PMS 2013 Schedule A (12EN26) Project includes miscellaneous concrete repairs, pavement repairs and overlay, fire hydrant replacements, installation of additional water valves, storm sewer repairs, and sanitary sewer repairs on Clarion Drive from Overdale Drive to Fairway Drive, and on Trail Street from Overdale Drive to Clarion Drive. The total surface length is approximately 4035 LF on Clarion Drive and approximately 705 LF on Trail Street.

Bids were opened on March 19, 2013 at 2:00 p.m. at the office of the City Purchasing Division, Central Warehouse, 800 N. Burma Avenue, Gillette, Wyoming.

Four (4) bids were received:

Simon Contractors	\$1,116,094.20
Powder River Construction, Inc.	\$1,129,203.25
Intermountain Construction & Materials, Inc.	\$1,162,948.85
Mountain View Building, Inc.	\$1,678,888.00

The project was designed by PCA Engineering, Inc. They reviewed the bids and determined that Simon Contractors is the lowest qualified bidder. The work will be substantially complete within 70 working days and ready for final payment within 80 working days.

ACTUAL COST VS. BUDGET:

The Engineer's Estimate from PCA Engineering, Inc. for this project was \$1,091,723.75. The funding for this project has been allocated from the 1% Optional Tax Account 201-1011-419-4331.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the PMS 2013 Schedule A Project to Simon Contractors, in the Amount of \$1,116,094.20.

STAFF REFERENCE:

MAP/VIDEO

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

ATTACHMENTS:

Click to download

- [Engineer's Recommendation](#)
- [Bid Tabulation](#)
- [Vicinity Map](#)



PCA ENGINEERING, INC.

ENGINEERS · PLANNERS · MATERIAL TESTERS · SURVEYORS

March 19, 2013

Bonnie Hochhalter
City of Gillette
Engineering Department
P.O. Box 3003
Gillette, WY 82717-3003

**RE: PMS 2013 - Schedule A
Project No. 12EN26**

Dear Bonnie,

Bids were received at 2:00 p.m. on Tuesday, March 19, 2013 for the above referenced project. A total of four (4) contractors submitted bids. There was one (1) addendum for this project and it was acknowledged on all bids. Proper Bid Security in the form of a Bid Bond in the amount of five percent (5%) of the bid amounts was included with all bids as well as the "Certificate of Residency Status."

There were no mathematical errors found with the bids as all the bids were submitted on the electronic bid form print outs. The bids are tabulated as follows:

Intermountain Construction & Materials	Total	\$1,162,948.85
Simon Contractors	Total	\$1,116,094.20
Powder River Construction	Total	\$1,129,203.25
Mountain View Builders	Total	\$1,678,888.00
Engineer's Estimate	Total	\$1,091,723.75

The bidders are local contractors and have worked on similar projects throughout the region and for the City of Gillette. Simon Contractors, has indicated that they are comfortable with their bid and that they have the equipment, materials, and manpower to complete your project in the time frame allowed and in accordance with the contract documents.

A bid tabulation form with the comparable unit pricing and totals is attached. The low bid is 2.2% above the Engineer's Estimate and 12.0% below the average of the bids. The bids were evenly matched, with the exception of Mountain View Builders, throughout the majority of the unit pricing with no significant disparity attributed to any certain bid items. The low bidder has met the requirements for bidding. I recommend

QUALITY

INTEGRITY

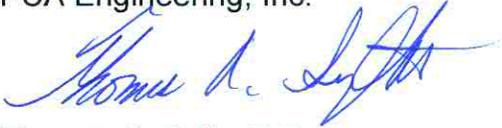
SERVICE

the City of Gillette award the PMS 2013 Schedule A project to the low bidder, Simon Contractors, in the amount of \$1,116,094.20.

If you have any questions concerning this evaluation, please do not hesitate to contact me at (307) 687-0600, or e-mail at syltet@pcaengsur.com.

Sincerely,

PCA Engineering, Inc.



Thomas A. Sylte, P.E.
Project Engineer

TAS/tas

Attachments: Bid Tabulation Form
Contractor Bids

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	ICM		Simon Cont	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
01020	Contract Pay Items						
01020.01	Mobilization	L.S.	1	\$58,527.35	\$58,527.35	\$70,000.00	\$70,000.00
01020.02	Contract Bonds	L.S.	1	\$2,000.00	\$2,000.00	\$4,925.00	\$4,925.00
01020.03	Force Account	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
01510	Traffic Control						
01510.01	Construction Signing And Traffic Control	L.S.	1	\$7,400.00	\$7,400.00	\$11,050.00	\$11,050.00
01510.02	Flagging	HRS	100	\$35.00	\$3,500.00	\$38.50	\$3,850.00
01510.03	Project Identification Sign	EA	1	\$850.00	\$850.00	\$735.00	\$735.00
01510.12	Stop Bars	L.F.	35	\$20.50	\$717.50	\$3.85	\$134.75
01510.14	Pedestrian Crossing Stripes	EA	7	\$20.50	\$143.50	\$30.65	\$214.55
02050	Removal and Disposal of Structures and Obstructions						
02050.02	Remove Existing Water Main	L.F.	240	\$11.00	\$2,640.00	\$16.00	\$3,840.00
02050.05	Remove Existing Fitting	EA	11	\$120.00	\$1,320.00	\$106.00	\$1,166.00
02050.06	Remove Water Valve Box	EA	1	\$470.00	\$470.00	\$86.00	\$86.00
02050.07	Remove Fire Hydrant	EA	9	\$480.00	\$4,320.00	\$288.00	\$2,592.00
02050.08	Remove Valve	EA	10	\$115.00	\$1,150.00	\$138.50	\$1,385.00
02050.21	Install Concrete Plug	EA	1	\$225.00	\$225.00	\$96.00	\$96.00
02050.23	Remove Bush	EA	1	\$250.00	\$250.00	\$106.00	\$106.00
02050.25	Remove Sanitary Sewer Service	L.F.	35	\$20.00	\$700.00	\$21.20	\$742.00
02075	Demolition of Asphalt and Portland Cement Concrete						
02075.01	Removal Of Existing Asphalt Pavement	S.Y.	850	\$5.25	\$4,462.50	\$8.75	\$7,437.50
02075.04	Removal Of Sidewalk	S.F.	10000	\$1.90	\$19,000.00	\$1.35	\$13,500.00
02075.05	Removal Of Driveway	S.F.	3800	\$2.00	\$7,600.00	\$1.59	\$6,042.00
02075.06	Remove Curb & Gutter (Tangent)	L.F.	750	\$6.00	\$4,500.00	\$5.60	\$4,200.00
02075.07	Remove Concrete Curb Ramp	L.F.	100	\$9.00	\$900.00	\$5.60	\$560.00
02075.08	Removal Of Monolithic C&G With Sidewalk	L.F.	80	\$8.00	\$640.00	\$11.20	\$896.00
02075.09	Remove Curb & Gutter (Radius)	L.F.	150	\$8.00	\$1,200.00	\$5.60	\$840.00
02075.10	Removal Of Concrete Fillet	S.F.	600	\$3.00	\$1,800.00	\$3.75	\$2,250.00
02075.11	Removal Of Concrete Valley Gutter	S.F.	130	\$2.50	\$325.00	\$3.75	\$487.50
02075.14	Removal Of Miscellaneous Concrete	S.F.	20	\$27.00	\$540.00	\$5.35	\$107.00
02075.15	Removal of Subdrain System	L.F.	150	\$19.00	\$2,850.00	\$5.35	\$802.50
02075.16	Removal of Pavement (AC/PCCP)	S.Y.	3900	\$6.75	\$26,325.00	\$8.60	\$33,540.00
02210	Excavation and Embankment						
02210.02	Excavation Below Subgrade	C.Y.	650	\$27.00	\$17,550.00	\$20.00	\$13,000.00
02210.03	Rejected Material Disposal	C.Y.	1600	\$13.00	\$20,800.00	\$13.00	\$20,800.00
02210.05	Imported Borrow (Clay)	C.Y.	1600	\$16.50	\$26,400.00	\$16.00	\$25,600.00

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Powder River Const		Mt. View Builders	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
01020	Contract Pay Items						
01020.01	Mobilization	L.S.	1	\$59,000.00	\$59,000.00	\$206,235.00	\$206,235.00
01020.02	Contract Bonds	L.S.	1	\$10,000.00	\$10,000.00	\$20,289.00	\$20,289.00
01020.03	Force Account	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
01510	Traffic Control						
01510.01	Construction Signing And Traffic Control	L.S.	1	\$15,500.00	\$15,500.00	\$18,188.00	\$18,188.00
01510.02	Flagging	HRS	100	\$60.00	\$6,000.00	\$65.00	\$6,500.00
01510.03	Project Identification Sign	EA	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
01510.12	Stop Bars	L.F.	35	\$5.50	\$192.50	\$5.00	\$175.00
01510.14	Pedestrian Crossing Stripes	EA	7	\$28.00	\$196.00	\$40.00	\$280.00
02050	Removal and Disposal of Structures and Obstructions						
02050.02	Remove Existing Water Main	L.F.	240	\$7.00	\$1,680.00	\$15.00	\$3,600.00
02050.05	Remove Existing Fitting	EA	11	\$270.00	\$2,970.00	\$150.00	\$1,650.00
02050.06	Remove Water Valve Box	EA	1	\$160.00	\$160.00	\$200.00	\$200.00
02050.07	Remove Fire Hydrant	EA	9	\$590.00	\$5,310.00	\$1,000.00	\$9,000.00
02050.08	Remove Valve	EA	10	\$270.00	\$2,700.00	\$250.00	\$2,500.00
02050.21	Install Concrete Plug	EA	1	\$150.00	\$150.00	\$800.00	\$800.00
02050.23	Remove Bush	EA	1	\$150.00	\$150.00	\$400.00	\$400.00
02050.25	Remove Sanitary Sewer Service	L.F.	35	\$5.50	\$192.50	\$20.00	\$700.00
02075	Demolition of Asphalt and Portland Cement Concrete						
02075.01	Removal Of Existing Asphalt Pavement	S.Y.	850	\$7.25	\$6,162.50	\$12.00	\$10,200.00
02075.04	Removal Of Sidewalk	S.F.	10000	\$1.25	\$12,500.00	\$3.00	\$30,000.00
02075.05	Removal Of Driveway	S.F.	3800	\$1.50	\$5,700.00	\$4.00	\$15,200.00
02075.06	Remove Curb & Gutter (Tangent)	L.F.	750	\$5.50	\$4,125.00	\$7.50	\$5,625.00
02075.07	Remove Concrete Curb Ramp	L.F.	100	\$10.00	\$1,000.00	\$7.50	\$750.00
02075.08	Removal Of Monolithic C&G With Sidewalk	L.F.	80	\$10.00	\$800.00	\$12.00	\$960.00
02075.09	Remove Curb & Gutter (Radius)	L.F.	150	\$5.50	\$825.00	\$8.00	\$1,200.00
02075.10	Removal Of Concrete Fillet	S.F.	600	\$2.25	\$1,350.00	\$10.00	\$6,000.00
02075.11	Removal Of Concrete Valley Gutter	S.F.	130	\$2.25	\$292.50	\$10.00	\$1,300.00
02075.14	Removal Of Miscellaneous Concrete	S.F.	20	\$20.00	\$400.00	\$20.00	\$400.00
02075.15	Removal of Subdrain System	L.F.	150	\$10.00	\$1,500.00	\$15.00	\$2,250.00
02075.16	Removal of Pavement (AC/PCCP)	S.Y.	3900	\$8.00	\$31,200.00	\$12.00	\$46,800.00
02210	Excavation and Embankment						
02210.02	Excavation Below Subgrade	C.Y.	650	\$17.00	\$11,050.00	\$20.00	\$13,000.00
02210.03	Rejected Material Disposal	C.Y.	1600	\$12.00	\$19,200.00	\$20.00	\$32,000.00
02210.05	Imported Borrow (Clay)	C.Y.	1600	\$22.50	\$36,000.00	\$26.00	\$41,600.00

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Engineer's Estimate		HIGH	LOW	AVE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
01020	Contract Pay Items							
01020.01	Mobilization	L.S.	1	\$35,000.00	\$35,000.00	\$206,235.00	\$58,527.35	\$98,440.59
01020.02	Contract Bonds	L.S.	1	\$6,000.00	\$6,000.00	\$20,289.00	\$2,000.00	\$9,303.50
01020.03	Force Account	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
01510	Traffic Control							
01510.01	Construction Signing And Traffic Control	L.S.	1	\$12,000.00	\$12,000.00	\$18,188.00	\$7,400.00	\$13,034.50
01510.02	Flagging	HRS	100	\$37.00	\$3,700.00	\$65.00	\$35.00	\$49.63
01510.03	Project Identification Sign	EA	1	\$715.00	\$715.00	\$1,200.00	\$735.00	\$946.25
01510.12	Stop Bars	L.F.	35	\$2.65	\$92.75	\$20.50	\$3.85	\$8.71
01510.14	Pedestrian Crossing Stripes	EA	7	\$21.00	\$147.00	\$40.00	\$20.50	\$29.79
02050	Removal and Disposal of Structures and Obstructions							
02050.02	Remove Existing Water Main	L.F.	240	\$18.50	\$4,440.00	\$16.00	\$7.00	\$12.25
02050.05	Remove Existing Fitting	EA	11	\$200.00	\$2,200.00	\$270.00	\$106.00	\$161.50
02050.06	Remove Water Valve Box	EA	1	\$150.00	\$150.00	\$470.00	\$86.00	\$229.00
02050.07	Remove Fire Hydrant	EA	9	\$250.00	\$2,250.00	\$1,000.00	\$288.00	\$589.50
02050.08	Remove Valve	EA	10	\$230.00	\$2,300.00	\$270.00	\$115.00	\$193.38
02050.21	Install Concrete Plug	EA	1	\$200.00	\$200.00	\$800.00	\$96.00	\$317.75
02050.23	Remove Bush	EA	1	\$100.00	\$100.00	\$400.00	\$106.00	\$226.50
02050.25	Remove Sanitary Sewer Service	L.F.	35	\$5.00	\$175.00	\$21.20	\$5.50	\$16.68
02075	Demolition of Asphalt and Portland Cement Concrete							
02075.01	Removal Of Existing Asphalt Pavement	S.Y.	850	\$8.00	\$6,800.00	\$12.00	\$5.25	\$8.31
02075.04	Removal Of Sidewalk	S.F.	10000	\$1.30	\$13,000.00	\$3.00	\$1.25	\$1.88
02075.05	Removal Of Driveway	S.F.	3800	\$1.40	\$5,320.00	\$4.00	\$1.50	\$2.27
02075.06	Remove Curb & Gutter (Tangent)	L.F.	750	\$5.80	\$4,350.00	\$7.50	\$5.50	\$6.15
02075.07	Remove Concrete Curb Ramp	L.F.	100	\$5.00	\$500.00	\$10.00	\$5.60	\$8.03
02075.08	Removal Of Monolithic C&G With Sidewalk	L.F.	80	\$8.00	\$640.00	\$12.00	\$8.00	\$10.30
02075.09	Remove Curb & Gutter (Radius)	L.F.	150	\$8.40	\$1,260.00	\$8.00	\$5.50	\$6.78
02075.10	Removal Of Concrete Fillet	S.F.	600	\$2.50	\$1,500.00	\$10.00	\$2.25	\$4.75
02075.11	Removal Of Concrete Valley Gutter	S.F.	130	\$3.60	\$468.00	\$10.00	\$2.25	\$4.63
02075.14	Removal Of Miscellaneous Concrete	S.F.	20	\$3.70	\$74.00	\$27.00	\$5.35	\$18.09
02075.15	Removal of Subdrain System	L.F.	150	\$3.50	\$525.00	\$19.00	\$5.35	\$12.34
02075.16	Removal of Pavement (AC/PCCP)	S.Y.	3900	\$9.30	\$36,270.00	\$12.00	\$6.75	\$8.84
02210	Excavation and Embankment							
02210.02	Excavation Below Subgrade	C.Y.	650	\$18.50	\$12,025.00	\$27.00	\$17.00	\$21.00
02210.03	Rejected Material Disposal	C.Y.	1600	\$12.50	\$20,000.00	\$20.00	\$12.00	\$14.50
02210.05	Imported Borrow (Clay)	C.Y.	1600	\$18.00	\$28,800.00	\$26.00	\$16.00	\$20.25

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	ICM		Simon Cont	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02210.0712	12" Paved Road Subgrade Processing	S.Y.	1800	\$9.00	\$16,200.00	\$12.60	\$22,680.00
02210.0724	24" Paved Road Subgrade Processing	S.Y.	2800	\$16.00	\$44,800.00	\$16.75	\$46,900.00
02210.0812	12" Subgrade Processing For Patch	S.Y.	150	\$37.50	\$5,625.00	\$17.50	\$2,625.00
02210.0824	24" Subgrade Processing For Patch	S.Y.	20	\$52.50	\$1,050.00	\$26.50	\$530.00
02210.11	Npdes (Sedimentation) Control	L.S.	1	\$3,250.00	\$3,250.00	\$1,350.00	\$1,350.00
02220	Trench Excavation						
02220.02	Underground Facility Locates	EA	35	\$350.00	\$12,250.00	\$225.00	\$7,875.00
02220.03	Utility Line Crossing	EA	25	\$255.00	\$6,375.00	\$320.00	\$8,000.00
02273	Trench Backfill						
02225.02	Install Type 2 Pipe Bedding	TONS	50	\$33.00	\$1,650.00	\$40.00	\$2,000.00
02511	Pavement Rehabilitation						
02511.01	Rotomilling Surface Of Asphalt Pavement	S.Y.	18115	\$2.50	\$45,287.50	\$2.17	\$39,309.55
02511.14	Proof Roll Existing Pavement	S.Y.	18570	\$0.15	\$2,785.50	\$0.07	\$1,299.90
02512	Plant Mix Pavements						
02512.012.5	2.5" Asphaltic Concrete Paving	S.Y.	18715	\$12.10	\$226,451.50	\$11.95	\$223,644.25
02512.016	6" Asphaltic Concrete Paving	S.Y.	3900	\$33.40	\$130,260.00	\$32.85	\$128,115.00
02512.022	2" Asphaltic Concrete Patch	S.Y.	20	\$47.00	\$940.00	\$42.00	\$840.00
02512.026	6" Asphaltic Concrete Patch	S.Y.	850	\$38.00	\$32,300.00	\$49.00	\$41,650.00
02512.03	Asphaltic Concrete Leveling Course	TONS	400	\$92.00	\$36,800.00	\$90.00	\$36,000.00
02528	Concrete Curb Combined Curbs and Gutters						
02528.0230	Install Replacement 30" Curb & Gutter (Tangent)	L.F.	830	\$37.15	\$30,834.50	\$29.85	\$24,775.50
02528.043	Install Replacement 30" Curb & Gutter (Radius)	L.F.	150	\$45.50	\$6,825.00	\$31.80	\$4,770.00
02530	Concrete Sidewalks, Driveway Approaches, CurbsTurn Fillets, Valley Gutters,Misc.						
02530.014	Install Concrete Sidewalk (4")	S.F.	9780	\$9.00	\$88,020.00	\$4.50	\$44,010.00
02530.056	Install Concrete Driveway Apron (6")	S.F.	3800	\$11.25	\$42,750.00	\$6.40	\$24,320.00
02530.078	Install Replacement Concrete Valley Gutter (8")	S.F.	130	\$22.40	\$2,912.00	\$8.00	\$1,040.00
02530.098	Install Replacement Curb Return Fillet (8")	S.F.	600	\$26.50	\$15,900.00	\$8.00	\$4,800.00
02530.10	Install Splash Pan For Fire Hydrant	S.F.	160	\$8.20	\$1,312.00	\$8.50	\$1,360.00
02530.124	Install Handicap Ramp (4")	S.F.	530	\$20.00	\$10,600.00	\$12.19	\$6,460.70
02570	Adjusting Street Fixtures						
02570.01	Adjust Manhole	EA	18	\$460.00	\$8,280.00	\$615.00	\$11,070.00
02570.02	Replace Sewer Adjusting Rings	V.F.	2	\$130.00	\$260.00	\$535.00	\$1,070.00
02570.05	Adjust Water Valve Box	EA	31	\$360.00	\$11,160.00	\$450.00	\$13,950.00
02570.07	Adjust Water Meter Pit	EA	1	\$880.00	\$880.00	\$450.00	\$450.00
02570.14	Replace Sewer Manhole Ring and Cover	EA	18	\$350.00	\$6,300.00	\$475.00	\$8,550.00
02570.15	Adjust Subdrain Cleanout	EA	12	\$350.00	\$4,200.00	\$375.00	\$4,500.00

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Powder River Const		Mt. View Builders	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02210.0712	12" Paved Road Subgrade Processing	S.Y.	1800	\$10.00	\$18,000.00	\$16.00	\$28,800.00
02210.0724	24" Paved Road Subgrade Processing	S.Y.	2800	\$16.00	\$44,800.00	\$20.00	\$56,000.00
02210.0812	12" Subgrade Processing For Patch	S.Y.	150	\$15.00	\$2,250.00	\$18.00	\$2,700.00
02210.0824	24" Subgrade Processing For Patch	S.Y.	20	\$50.00	\$1,000.00	\$50.00	\$1,000.00
02210.11	Npdes (Sedimentation) Control	L.S.	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
02220	Trench Excavation						
02220.02	Underground Facility Locates	EA	35	\$165.00	\$5,775.00	\$600.00	\$21,000.00
02220.03	Utility Line Crossing	EA	25	\$220.00	\$5,500.00	\$150.00	\$3,750.00
02273	Trench Backfill						
02225.02	Install Type 2 Pipe Bedding	TONS	50	\$38.00	\$1,900.00	\$50.00	\$2,500.00
02511	Pavement Rehabilitation						
02511.01	Rotomilling Surface Of Asphalt Pavement	S.Y.	18115	\$2.50	\$45,287.50	\$3.00	\$54,345.00
02511.14	Proof Roll Existing Pavement	S.Y.	18570	\$1.10	\$20,427.00	\$0.50	\$9,285.00
02512	Plant Mix Pavements						
02512.012.5	2.5" Asphaltic Concrete Paving	S.Y.	18715	\$12.35	\$231,130.25	\$18.00	\$336,870.00
02512.016	6" Asphaltic Concrete Paving	S.Y.	3900	\$32.50	\$126,750.00	\$46.00	\$179,400.00
02512.022	2" Asphaltic Concrete Patch	S.Y.	20	\$44.50	\$890.00	\$60.00	\$1,200.00
02512.026	6" Asphaltic Concrete Patch	S.Y.	850	\$44.50	\$37,825.00	\$63.00	\$53,550.00
02512.03	Asphaltic Concrete Leveling Course	TONS	400	\$90.00	\$36,000.00	\$130.00	\$52,000.00
02528	Concrete Curb Combined Curbs and Gutters						
02528.0230	Install Replacement 30" Curb & Gutter (Tangent)	L.F.	830	\$31.00	\$25,730.00	\$39.00	\$32,370.00
02528.043	Install Replacement 30" Curb & Gutter (Radius)	L.F.	150	\$32.00	\$4,800.00	\$42.00	\$6,300.00
02530	Concrete Sidewalks, Driveway Approaches, CurbsTurn Fillets, Valley Gutter						
02530.014	Install Concrete Sidewalk (4")	S.F.	9780	\$4.75	\$46,455.00	\$6.00	\$58,680.00
02530.056	Install Concrete Driveway Apron (6")	S.F.	3800	\$6.00	\$22,800.00	\$8.00	\$30,400.00
02530.078	Install Replacement Concrete Valley Gutter (8")	S.F.	130	\$7.25	\$942.50	\$10.50	\$1,365.00
02530.098	Install Replacement Curb Return Fillet (8")	S.F.	600	\$7.25	\$4,350.00	\$10.50	\$6,300.00
02530.10	Install Splash Pan For Fire Hydrant	S.F.	160	\$8.00	\$1,280.00	\$10.50	\$1,680.00
02530.124	Install Handicap Ramp (4")	S.F.	530	\$8.00	\$4,240.00	\$15.00	\$7,950.00
02570	Adjusting Street Fixtures						
02570.01	Adjust Manhole	EA	18	\$400.00	\$7,200.00	\$700.00	\$12,600.00
02570.02	Replace Sewer Adjusting Rings	V.F.	2	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00
02570.05	Adjust Water Valve Box	EA	31	\$350.00	\$10,850.00	\$525.00	\$16,275.00
02570.07	Adjust Water Meter Pit	EA	1	\$300.00	\$300.00	\$1,000.00	\$1,000.00
02570.14	Replace Sewer Manhole Ring and Cover	EA	18	\$425.00	\$7,650.00	\$1,000.00	\$18,000.00
02570.15	Adjust Subdrain Cleanout	EA	12	\$300.00	\$3,600.00	\$300.00	\$3,600.00

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Engineer's Estimate		HIGH	LOW	AVE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
02210.0712	12" Paved Road Subgrade Processing	S.Y.	1800	\$6.00	\$10,800.00	\$16.00	\$9.00	\$11.90
02210.0724	24" Paved Road Subgrade Processing	S.Y.	2800	\$13.60	\$38,080.00	\$20.00	\$16.00	\$17.19
02210.0812	12" Subgrade Processing For Patch	S.Y.	150	\$20.50	\$3,075.00	\$37.50	\$15.00	\$22.00
02210.0824	24" Subgrade Processing For Patch	S.Y.	20	\$22.50	\$450.00	\$52.50	\$26.50	\$44.75
02210.11	Npdes (Sedimentation) Control	L.S.	1	\$5,000.00	\$5,000.00	\$4,000.00	\$1,350.00	\$2,650.00
02220	Trench Excavation							
02220.02	Underground Facility Locates	EA	35	\$200.00	\$7,000.00	\$600.00	\$165.00	\$335.00
02220.03	Utility Line Crossing	EA	25	\$300.00	\$7,500.00	\$320.00	\$150.00	\$236.25
02273	Trench Backfill							
02225.02	Install Type 2 Pipe Bedding	TONS	50	\$35.00	\$1,750.00	\$50.00	\$33.00	\$40.25
02511	Pavement Rehabilitation							
02511.01	Rotomilling Surface Of Asphalt Pavement	S.Y.	18115	\$3.30	\$59,779.50	\$3.00	\$2.17	\$2.54
02511.14	Proof Roll Existing Pavement	S.Y.	18570	\$0.70	\$12,999.00	\$1.10	\$0.07	\$0.46
02512	Plant Mix Pavements							
02512.012.5	2.5" Asphaltic Concrete Paving	S.Y.	18715	\$12.30	\$230,194.50	\$18.00	\$11.95	\$13.60
02512.016	6" Asphaltic Concrete Paving	S.Y.	3900	\$35.00	\$136,500.00	\$46.00	\$32.50	\$36.19
02512.022	2" Asphaltic Concrete Patch	S.Y.	20	\$23.00	\$460.00	\$60.00	\$42.00	\$48.38
02512.026	6" Asphaltic Concrete Patch	S.Y.	850	\$60.00	\$51,000.00	\$63.00	\$38.00	\$48.63
02512.03	Asphaltic Concrete Leveling Course	TONS	400	\$90.00	\$36,000.00	\$130.00	\$90.00	\$100.50
02528	Concrete Curb Combined Curbs and Gutters							
02528.0230	Install Replacement 30" Curb & Gutter (Tangent)	L.F.	830	\$30.00	\$24,900.00	\$39.00	\$29.85	\$34.25
02528.043	Install Replacement 30" Curb & Gutter (Radius)	L.F.	150	\$32.00	\$4,800.00	\$45.50	\$31.80	\$37.83
02530	Concrete Sidewalks, Driveway Approaches, CurbsTurn Fillets, Valley Gutter							
02530.014	Install Concrete Sidewalk (4")	S.F.	9780	\$4.60	\$44,988.00	\$9.00	\$4.50	\$6.06
02530.056	Install Concrete Driveway Apron (6")	S.F.	3800	\$6.90	\$26,220.00	\$11.25	\$6.00	\$7.91
02530.078	Install Replacement Concrete Valley Gutter (8")	S.F.	130	\$7.40	\$962.00	\$22.40	\$7.25	\$12.04
02530.098	Install Replacement Curb Return Fillet (8")	S.F.	600	\$7.50	\$4,500.00	\$26.50	\$7.25	\$13.06
02530.10	Install Splash Pan For Fire Hydrant	S.F.	160	\$7.40	\$1,184.00	\$10.50	\$8.00	\$8.80
02530.124	Install Handicap Ramp (4")	S.F.	530	\$10.50	\$5,565.00	\$20.00	\$8.00	\$13.80
02570	Adjusting Street Fixtures							
02570.01	Adjust Manhole	EA	18	\$470.00	\$8,460.00	\$700.00	\$400.00	\$543.75
02570.02	Replace Sewer Adjusting Rings	V.F.	2	\$500.00	\$1,000.00	\$1,600.00	\$130.00	\$816.25
02570.05	Adjust Water Valve Box	EA	31	\$320.00	\$9,920.00	\$525.00	\$350.00	\$421.25
02570.07	Adjust Water Meter Pit	EA	1	\$200.00	\$200.00	\$1,000.00	\$300.00	\$657.50
02570.14	Replace Sewer Manhole Ring and Cover	EA	18	\$430.00	\$7,740.00	\$1,000.00	\$350.00	\$562.50
02570.15	Adjust Subdrain Cleanout	EA	12	\$320.00	\$3,840.00	\$375.00	\$300.00	\$331.25

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	ICM		Simon Cont	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02645	Fire Hydrants						
02645.01	Install Fire Hydrant Complete	EA	9	\$3,600.00	\$32,400.00	\$4,315.00	\$38,835.00
02665	Water Distribution and Transmissions Systems						
02665.016	Install 6" Water Main	L.F.	170	\$35.00	\$5,950.00	\$43.20	\$7,344.00
02665.018	Install 8" Water Main	L.F.	60	\$63.75	\$3,825.00	\$47.40	\$2,844.00
02665.0110	Install 10" Water Main	L.F.	20	\$67.00	\$1,340.00	\$52.75	\$1,055.00
02665.03868	Install 8"x6"x8" Tee	EA	7	\$455.00	\$3,185.00	\$1,040.00	\$7,280.00
02665.03106	Install 10"x6"x10" Tee	EA	2	\$700.00	\$1,400.00	\$1,150.00	\$2,300.00
02665.088	Install 8"x45° Elbow	EA	1	\$450.00	\$450.00	\$1,275.00	\$1,275.00
02665.108	Install 8" MJ Sleeve	EA	9	\$350.00	\$3,150.00	\$775.00	\$6,975.00
02665.1010	Install 10" MJ Sleeve	EA	2	\$400.00	\$800.00	\$775.00	\$1,550.00
02665.116	Install 6" Gate Valve	EA	9	\$1,600.00	\$14,400.00	\$1,400.00	\$12,600.00
02665.118	Install 8" Gate Valve	EA	3	\$1,300.00	\$3,900.00	\$1,800.00	\$5,400.00
02665.1110	Install 10" Gate Valve	EA	1	\$1,700.00	\$1,700.00	\$2,120.00	\$2,120.00
02700	Sanitary Sewer Systems						
02700.124	4" Extend & Reconnect Existing Sanitary Sewer Service	L.F.	35	\$48.00	\$1,680.00	\$160.00	\$5,600.00
02725	Storm Drains, Trickle Channels, and Culverts						
02725.22	Install Sub-Drain System	L.F.	210	\$23.00	\$4,830.00	\$39.15	\$8,221.50
02725.23	Install Sub-Drain Cleanout	EA	3	\$800.00	\$2,400.00	\$835.00	\$2,505.00
02725.24	Connect Sub-Drain To Storm Drain Inlet	EA	2	\$615.00	\$1,230.00	\$375.00	\$750.00
02725.25	Connect Sub-Drain To Subdrain	EA	4	\$140.00	\$560.00	\$110.00	\$440.00
02725.26	Connect Sub-Drain To Storm Drain Pipe	EA	1	\$1,725.00	\$1,725.00	\$320.00	\$320.00
02725.27	Connect Sump Discharge To Sub-Drain	EA	2	\$260.00	\$520.00	\$175.00	\$350.00
02725.39	Single Curb Inlet Curb Hood Replacement	EA	1	\$1,850.00	\$1,850.00	\$450.00	\$450.00
02725.044	Install 4" Corrugated Polyethylene Storm Drain Pipe	L.F.	100	\$13.00	\$1,300.00	\$7.50	\$750.00
02895	Engineering Fabric						
02895.02	Install Geogrid	S.Y.	2500	\$2.50	\$6,250.00	\$3.00	\$7,500.00
02900	Landscaping						
02900.04	Install Bush	EA	1	\$100.00	\$100.00	\$500.00	\$500.00
02900.06	Hydroseeding	S.F.	300	\$1.60	\$480.00	\$2.00	\$600.00
02900.07	Sodding	S.F.	1200	\$1.80	\$2,160.00	\$3.00	\$3,600.00
					\$1,162,948.85		\$1,116,094.20

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Powder River Const		Mt. View Builders	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02645	Fire Hydrants						
02645.01	Install Fire Hydrant Complete	EA	9	\$4,360.00	\$39,240.00	\$6,000.00	\$54,000.00
02665	Water Distribution and Transmissions Systems						
02665.016	Install 6" Water Main	L.F.	170	\$39.00	\$6,630.00	\$60.00	\$10,200.00
02665.018	Install 8" Water Main	L.F.	60	\$41.50	\$2,490.00	\$80.00	\$4,800.00
02665.0110	Install 10" Water Main	L.F.	20	\$55.25	\$1,105.00	\$88.00	\$1,760.00
02665.03868	Install 8"x6"x8" Tee	EA	7	\$705.00	\$4,935.00	\$700.00	\$4,900.00
02665.03106	Install 10"x6"x10" Tee	EA	2	\$980.00	\$1,960.00	\$850.00	\$1,700.00
02665.088	Install 8"x45° Elbow	EA	1	\$600.00	\$600.00	\$786.00	\$786.00
02665.108	Install 8" MJ Sleeve	EA	9	\$400.00	\$3,600.00	\$700.00	\$6,300.00
02665.1010	Install 10" MJ Sleeve	EA	2	\$540.00	\$1,080.00	\$850.00	\$1,700.00
02665.116	Install 6" Gate Valve	EA	9	\$1,360.00	\$12,240.00	\$1,500.00	\$13,500.00
02665.118	Install 8" Gate Valve	EA	3	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00
02665.1110	Install 10" Gate Valve	EA	1	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
02700	Sanitary Sewer Systems						
02700.124	4" Extend & Reconnect Existing Sanitary Sewer Service	L.F.	35	\$33.00	\$1,155.00	\$100.00	\$3,500.00
02725	Storm Drains, Trickle Channels, and Culverts						
02725.22	Install Sub-Drain System	L.F.	210	\$32.00	\$6,720.00	\$20.00	\$4,200.00
02725.23	Install Sub-Drain Cleanout	EA	3	\$300.00	\$900.00	\$1,000.00	\$3,000.00
02725.24	Connect Sub-Drain To Storm Drain Inlet	EA	2	\$160.00	\$320.00	\$600.00	\$1,200.00
02725.25	Connect Sub-Drain To Subdrain	EA	4	\$160.00	\$640.00	\$800.00	\$3,200.00
02725.26	Connect Sub-Drain To Storm Drain Pipe	EA	1	\$200.00	\$200.00	\$800.00	\$800.00
02725.27	Connect Sump Discharge To Sub-Drain	EA	2	\$250.00	\$500.00	\$800.00	\$1,600.00
02725.39	Single Curb Inlet Curb Hood Replacement	EA	1	\$700.00	\$700.00	\$1,000.00	\$1,000.00
02725.044	Install 4" Corrugated Polyethylene Storm Drain Pipe	L.F.	100	\$36.00	\$3,600.00	\$25.00	\$2,500.00
02895	Engineering Fabric						
02895.02	Install Geogrid	S.Y.	2500	\$7.00	\$17,500.00	\$5.00	\$12,500.00
02900	Landscaping						
02900.04	Install Bush	EA	1	\$1,000.00	\$1,000.00	\$200.00	\$200.00
02900.06	Hydroseeding	S.F.	300	\$1.00	\$300.00	\$3.10	\$930.00
02900.07	Sodding	S.F.	1200	\$1.00	\$1,200.00	\$3.45	\$4,140.00
					\$1,129,203.25		\$1,678,888.00

CLIENT: City of Gillette
PROJECT NO. 12EN26

BID TABULATION FORM
PMS 2013 - Schedule A

PCA ENGINEERING
BID DATE: March 19, 2013

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Engineer's Estimate		HIGH	LOW	AVE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
02645	Fire Hydrants							
02645.01	Install Fire Hydrant Complete	EA	9	\$3,500.00	\$31,500.00	\$6,000.00	\$3,600.00	\$4,568.75
02665	Water Distribution and Transmissions Systems							
02665.016	Install 6" Water Main	L.F.	170	\$34.00	\$5,780.00	\$60.00	\$35.00	\$44.30
02665.018	Install 8" Water Main	L.F.	60	\$38.00	\$2,280.00	\$80.00	\$41.50	\$58.16
02665.0110	Install 10" Water Main	L.F.	20	\$40.00	\$800.00	\$88.00	\$52.75	\$65.75
02665.03868	Install 8"x6"x8" Tee	EA	7	\$900.00	\$6,300.00	\$1,040.00	\$455.00	\$725.00
02665.03106	Install 10"x6"x10" Tee	EA	2	\$100.00	\$200.00	\$1,150.00	\$700.00	\$920.00
02665.088	Install 8"x45° Elbow	EA	1	\$800.00	\$800.00	\$1,275.00	\$450.00	\$777.75
02665.108	Install 8" MJ Sleeve	EA	9	\$350.00	\$3,150.00	\$775.00	\$350.00	\$556.25
02665.1010	Install 10" MJ Sleeve	EA	2	\$450.00	\$900.00	\$850.00	\$400.00	\$641.25
02665.116	Install 6" Gate Valve	EA	9	\$1,310.00	\$11,790.00	\$1,600.00	\$1,360.00	\$1,465.00
02665.118	Install 8" Gate Valve	EA	3	\$1,380.00	\$4,140.00	\$2,000.00	\$1,300.00	\$1,725.00
02665.1110	Install 10" Gate Valve	EA	1	\$1,450.00	\$1,450.00	\$2,750.00	\$1,700.00	\$2,330.00
02700	Sanitary Sewer Systems							
02700.124	4" Extend & Reconnect Existing Sanitary Sewer Service	L.F.	35	\$35.00	\$1,225.00	\$160.00	\$33.00	\$85.25
02725	Storm Drains, Trickle Channels, and Culverts							
02725.22	Install Sub-Drain System	L.F.	210	\$32.00	\$6,720.00	\$39.15	\$20.00	\$28.54
02725.23	Install Sub-Drain Cleanout	EA	3	\$500.00	\$1,500.00	\$1,000.00	\$300.00	\$733.75
02725.24	Connect Sub-Drain To Storm Drain Inlet	EA	2	\$400.00	\$800.00	\$615.00	\$160.00	\$437.50
02725.25	Connect Sub-Drain To Subdrain	EA	4	\$350.00	\$1,400.00	\$800.00	\$110.00	\$302.50
02725.26	Connect Sub-Drain To Storm Drain Pipe	EA	1	\$350.00	\$350.00	\$1,725.00	\$200.00	\$761.25
02725.27	Connect Sump Discharge To Sub-Drain	EA	2	\$240.00	\$480.00	\$800.00	\$175.00	\$371.25
02725.39	Single Curb Inlet Curb Hood Replacement	EA	1	\$500.00	\$500.00	\$1,850.00	\$450.00	\$1,000.00
02725.044	Install 4" Corrugated Polyethylene Storm Drain Pipe	L.F.	100	\$6.00	\$600.00	\$36.00	\$7.50	\$20.38
02895	Engineering Fabric							
02895.02	Install Geogrid	S.Y.	2500	\$4.00	\$10,000.00	\$7.00	\$2.50	\$4.38
02900	Landscaping							
02900.04	Install Bush	EA	1	\$700.00	\$700.00	\$1,000.00	\$100.00	\$450.00
02900.06	Hydroseeding	S.F.	300	\$0.30	\$90.00	\$3.10	\$1.00	\$1.93
02900.07	Sodding	S.F.	1200	\$2.00	\$2,400.00	\$3.45	\$1.00	\$2.31
					\$1,091,723.75			



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Construction Management Associated with the PMS 2013 Schedule A Project with PCA Engineering, Inc., in the Amount of \$110,075.00.

BACKGROUND:

This project includes miscellaneous concrete repairs, pavement repairs and overlay, fire hydrant replacements, installation of additional water valves, storm sewer repairs, and sanitary sewer repairs on Clarion Drive from Overdale Drive to Fairway Drive, and Trail Street from Overdale Drive to Clarion Drive. The total surface length is approximately 4035 LF on Clarion Drive and approximately 705 LF on Trail Street.

Construction Management services for the 80 working day project will include a pre-construction meeting with the City of Gillette and Simon Contractors, review of drawings, schedules, submittals, a Resident Project Representative (RPR) for inspection services, materials testing, survey, construction staking, progress meetings during construction, construction reports, monthly and final contractor pay requests, full time project inspection, project engineer's services and Drawings of Construction Record.

The cost breakdown for the Construction Management is as follows:

Survey/Staking	\$4,000.00
Material Testing	\$6,190.00
Full Time Inspection	\$85,190.00
Project Management/Final Drawings	\$14,695.00

The proposed fee equates to \$1,375 per day of construction or 9.9% of the construction bid amount.

ACTUAL COST VS. BUDGET:

The funding for this project has been allocated from the Optional 1% Tax Account 201-1011-419-4331.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Construction Management Associated with the PMS 2013 Schedule A Project with PCA Engineering, Inc., in the Amount of \$110,075.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

- [Agreement](#)
- [Exhibit A](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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

THIS IS AN AGREEMENT effective as of April 1 , 2013 ("Effective Date") between
City of Gillette ("Owner") and
PCA Engineering, Inc. ("Engineer").

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

PMS 2013 – Schedule A ("Project").
Engineer's services under this Agreement are generally identified as follows:
Construction Administration services including inspection, construction staking, and material testing.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 — OPINIONS OF COST

5.01 — Opinions of Probable Construction Cost

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

5.02 — Designing to Construction Cost Limit

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

5.03 — Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 ~~Design Without Construction Phase Services~~

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

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

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

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

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

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

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner*: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- ~~E. Exhibit E, Notice of Acceptability of Work. “Not Included.”~~
- ~~F. Exhibit F, Construction Cost Limit. “Not Included.”~~
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- ~~J. Exhibit J, Special Provisions. “Not Included.”~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

Owner: _____
City of Gillette

Engineer: _____
PCA Engineering, Inc.

By: _____

By: Thomas A. Sylte, P.E. _____

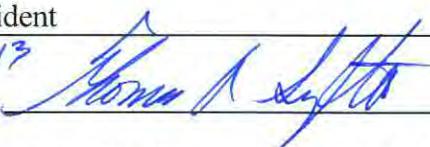
Title: Mayor _____

Title: President _____

Date _____

Date 3/21/13 _____

Signed: _____

Signed:  _____

Attest: _____

Engineer License or Firm's _____ ES-0267

Certificate No. _____

State of: Wyoming _____

Address for giving notices:

Address for giving notices:

201 E. 5th Street
PO Box 3003

PO Box 2185

Gillette, WY 82717

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Kurt Siebenaler, P.E.

Title: City Engineer

Phone Number: 307-686-5265

Facsimile Number: 307-686-0952

E-Mail Address: kurt@ci.gillettewy.gov

Designated Representative (Paragraph 8.03.A):

Thomas A. Sylte, P.E.

Title: President

Phone Number: 307-687-0600

Facsimile Number: 307-687-7022

E-Mail Address: syltet@pcaengsur.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 1, 2013.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 – Study and Report Phase

A. ~~Engineer shall:~~

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

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

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

~~A1.02 Preliminary Design Phase~~

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

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
- ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
[here list any such tasks or deliverables]~~
- ~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A1.03—*Final Design Phase*

- A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 - ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
 - ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
 - ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
 - ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.~~
- B. ~~Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~

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

~~A1.05 Construction Phase~~

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

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's~~

instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

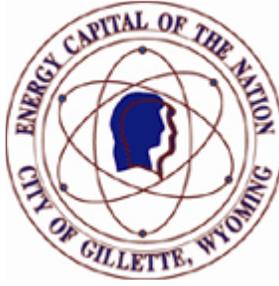
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models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

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

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

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

- of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Phase I - Preliminary Design Services Associated with the Gillette Avenue Improvements Project with HDR, Inc., in the Amount of \$248,680.00.

BACKGROUND:

The public improvements will include the complete reconstruction of Gillette Avenue from 1st Street to 7th Street, including up to a ½ block on either side of each intersecting street to Gillette Avenue. The reconstruction will include the replacement of the pavement, curb and gutter, sidewalks, storm sewer, water main and service lines, and will also include landscaping components, street lighting, traffic signals, and street furniture.

The Phase I Preliminary Design Services will include Project Development as well as coordination meetings to include the project kickoff, meeting with WYDOT, traffic control phasing, private utilities, individual property owners, and a preliminary plan review comment meeting. Deliverables through this phase include technical notes on the water system modeling review, storm water modeling review, building structure survey, traffic control phasing, and permanent signing. Geotechnical investigation and surveying services are also included. A 50% design report and plans, as well as 50% cost estimate, will be submitted at the end of this phase.

The Phase II - Final Design and Bidding, and Phase III - Construction Administration will be additional services for this project. The contract amendments for these phases will be submitted for Council approval at a later date.

ACTUAL COST VS. BUDGET:

The fees for the Phase I - Preliminary Design will be \$248,680.00. The estimated total cost for this project is \$6,000,000.00.

This project is funded through the 1% Optional Sales Tax Account 201-1011-419.74-01.

SUGGESTED MOTION:

I move for the approval of a Professional Services Agreement for Phase 1 - Preliminary Design Services Associated with the Gillette Avenue Improvements Project, with HDR, Inc., in the Amount of \$248,680.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[Agreement](#)

[Exhibit A](#)



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

THIS IS AN AGREEMENT effective as of Mar 25 , 2013 (“Effective Date”) between

City of Gillette (“Owner”) and

HDR Engineering, Inc. (“Engineer”).

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

Gillette Avenue Improvements

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

Preliminary & Final Design, Bidding, and Construction Administration Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
 - D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

~~5.02 *Designing to Construction Cost Limit*~~

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

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

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

6.05 *Suspension and Termination*

A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of

Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Owner: City of Gillette

Engineer: HDR Engineering, Inc.

By: _____

By: 

Title: Mayor

Title: Principal

Date _____

Date _____

Signed: _____

Signed: 3/22/13

Attest: _____

Engineer License or

Firm's Certificate No. WY#E-0004

State of: Wyoming

Address for giving notices:

201 East 5th Street

Address for giving notices:

P.O. Box 457

P.O. Box 3003

601 Metz Drive

Gillette, WY 82717

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Kurt Siebenaler, P.E.

Designated Representative (Paragraph 8.03.A):

Jody W. Page, P.E.

Title: City Engineer – Capital Projects

Title: Project Manager

Phone Number: 307-686-5265

Phone Number: 605-791-6100

Facsimile Number: 307-686-0952

Facsimile Number: 605-791-6161

E-Mail Address: kurt@gillettewy.gov

E-Mail Address: jody.page@hdrinc.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 25, 2013.

Engineer's Services

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

HDR Engineering was selected by the City of Gillette to complete design services for the Gillette Avenue Improvements project. HDR Engineering will complete all aspects of the design with subcontractor support of Strata for geotechnical services, and Fourfront Design, Inc. for landscape/streetscape design.

HDR's project approach has been carefully developed based on our directly relevant experience with multiple urban downtown street design projects and our inclusive understanding of City specific needs and goals for this project. For the purposes of the City budgeting cycles, it is anticipated that the contract fee will be awarded in three phases for Phase 1-Preliminary Design, Phase 2-Final Design & Bidding, and Phase 3-Construction Administration support. The following key items and task list covers Phases 1 and 2 to address the general considerations noted in the Request for Proposals.

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

PART 1 – BASIC SERVICES

TASK 100 – Project Management Tasks (Phases 1 & 2)

101 Project Management: HDR project management activities include the tasks of setting up the contract documents, planning the project activities, communicating task responsibilities with the project team, and closely tracking project budgets and schedules.

102 Project Coordination: In order to meet the schedule and tasks detailed for the project, a team comprised of City of Gillette and HDR team personnel will be established. This team will maintain a line of communication through phone, email, mail, and meetings. HDR will work closely with the public, private utilities, state departments, and municipalities which will be a key element in a successful project. HDR will also maintain control of our subcontractors on the project to ensure that they stay on task and schedule so that City staff may maintain one singular point of contact.

103 Quality Control / Administration: HDR has established an effective QC program to ensure that all work meets the standard of HDR and our clients. The QA/QC representative for this project will be James Unruh. Mr. Unruh has been recognized as a Professional Associate within HDR and is known as a technical expert in all aspects of roadway design. He will be involved throughout the project and can be contacted at any point if the quality of services becomes a concern. His tasks involve a detailed internal review of the design and construction documents that is separate from the on-going checking and review process that occurs during the design of the project. The internal review shall include constructability review, a thorough check for errors and omissions, review of quantities, plan clarity, and project scope requirements. Additional discipline specific QC reviews will also be conducted by highly qualified HDR professionals outside of the project team for key items such as electrical, signals, etc.

In addition to the technical reviews of the project design, Management Reviews will also be conducted periodically that will monitor the project schedule and design budget to identify any issues early on so that they can be corrected before they jeopardize a successful completion of the project.

TASK 100 - Meetings

- Project Coordination Meetings

TASK 100 – Deliverables

- Monthly Project Status Reports

TASK 200 - Preliminary Design Services (Phase 1)

This task consists of all services necessary to take the project from beginning through the Preliminary Design Submittal stage, and includes the following itemized services.

201 Review Project Background: Data gathering for this project has already commenced by HDR staff so efforts here will focus on compiling any additional information needed and making sure it's complete and ready for beginning the design.

202 Project Kick-off Meeting: The project kickoff meeting is a key component in establishing the project organization and communication guidelines that will be used throughout the project. HDR will meet with City staff to detail project concept and scope. HDR will prepare an agenda, take minutes, and distribute minutes.

203 Topographic Survey: A complete topographic survey will be completed for the entire project area. Survey will be tied to City of Gillette control data and include coordinating with utilities for locates.

204 Typical Roadway Sections / Modeling: The proposed typical sections and roadway layouts will be reviewed from the Gillette Downtown Plan and developed into geometrics to accommodate driving lanes, parking, and sidewalk areas. This task will also include incorporating the hybrid "Convertible Street" on 3rd Street east of Gillette Avenue using removable traffic barriers as part of this effort.

205 Preliminary Graveline: Based on the proposed geometrics, roadway preliminary gravelines will be developed to accommodate matching the existing connections points and drainage slopes. Key items in this preliminary task are to set the curb and gutter grades to account for building elevations and ADA cross slope requirements while maintaining positive longitudinal flows. The roadway slopes and crown locations will be developed off of these curb and gutter grades for a customized street elevation plan rather than a simple typical section design.

206 ADA Sidewalk Review and Design: Once the typical sections and street geometrics have been preliminarily set, HDR and the design team will closely review crosswalk locations and pedestrian access points to accommodate layouts and grades requirements to meet ADA standards.

207 Drainage Analysis and Storm Sewer Design: HDR will review the URS Storm Water Master Plan and evaluate the drainage components to locate pipe and inlet locations and sizes to accommodate City design standards. The drainage evaluation area shall consist of the projected project limits plus any additional areas that contribute to the system such as side streets and roof areas. Specific attention will be given to existing roof drains and properly connecting them to the storm sewer system.

208 City Utility Design and Layout: HDR will coordinate directly with utility companies to ensure that all existing utilities are accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; any upgrades to their infrastructure desired with the project are identified and accounted for in design; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Watermain layout will include modeling of the City of Gillette distribution system in the project area to verify that the proposed 12" main is sufficient to meet current and future fire flow requirements. Preliminary plans shall be provided to the pertinent utilities for comment at the time that they are complete followed by a specific private utility coordination meeting.

209 Building Structure Survey & Report: Due to concerns about the existing conditions of building structures in the project area and potential impacts during construction, a detailed field survey will be conducted with photos, videos, and measures to adequately documents the baseline structure conditions. Any areas of concern will be identified and noted in the report along with recommended repairs, protection, or construction methods to be used in attempt to prevent damage. Specific attention shall be given to building structures with basements. HDR personnel will coordinate with business and landowners to gain access as possible to view and document those building foundations and utility connections.

210 Electrical / Lighting Design and Layout: The base design of the electrical system shall be to provide infrastructure to power the street light and traffic signal systems. HDR also anticipates additional power circuits to be implemented into design for streetscaping items and potentially event/vendor power locations. This will be integrated with various site elements, public art, structures, street furnishings, and landscape elements. Louvered direct lighting will be utilized for specific areas such as stairs or ramps to minimize glare and maximize safety.

211 Traffic Signal Design and Layout: Based on our discussions with City staff, HDR anticipates design for a full replacement of the traffic signal systems at 2nd street with the removal of the signal at 4th . The signal infrastructure at this location will be updated to meet the design life of the new roadway and there's potential for a need to relocate the existing pole bases to meet updated roadway geometrics and ADA requirements. Existing poles may be reused where applicable and can be refurbished with new finishes and hardware to meet the colors and styles of the streetscape items. We also recommend including electrical conduits/infrastructure to interconnect the system to maximize coordination.

It is also our understanding that these signal locations will first be re-evaluated to verify where warrants are met. HDR's highly experienced traffic engineers will also be available to evaluate this data and perform analysis if requested as additional services. They will also provide recommended turn lane storage lengths to correspond with existing and future ADT in their signal timing plans.

212 WYDOT Coordination Meetings: HDR shall coordinate and conduct up to two (2) meetings with WYDOT staff concerning the roadway, utility, drainage, signal, and traffic control phasing work within the Highway 14/16 intersection with Gillette Avenue.

213 Traffic Control Phasing Concepts / Report: HDR shall evaluate project limits and provide up to three (3) conceptual traffic control plans to discuss with City staff. Plan concepts will include full closure per block and partial closures showing all streets and alleys that may be impacted by the construction. Projected construction timelines will be assembled for the concepts so that a comparison of the pros and cons can be evaluated. These concepts will be refined based on staff input and presented at a public meeting for further input before providing a recommendation. Final plans will provide a detailed traffic control plan showing all devices required for a Manual on Uniform Traffic Control Devices (MUTCD) compliant plan and will show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plans. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but will also allow the contractor to submit alternate phasing plans for City approval.

214 Right of Way & Easements: HDR will identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs for project and contractor staging area. This will include size and extent of such ROW and easements and contact information of property owners. We will assist the City with easement(s) acquisition, obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings. Any needed ROW/Easement acquisitions shall follow City of Gillette guidelines.

215 Permanent Signing Design and Layout: HDR shall complete a detailed inventory of existing signage and coordinate with City staff on the recommended items to reinstall with proposed locations. HDR will review additional MUTCD signing and striping requirements for implementation into final design.

216 Private Utility Coordination: We will coordinate directly with private utility companies to ensure that all existing utilities are accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; any upgrades to their infrastructure desired with the project are identified and accounted for in design; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting.

217 Prepare a preliminary 50% “Engineer’s Estimate”: An estimate of probable construction cost for the project using bid items and expected unit prices for the quantities estimated will be completed.

218 Prepare Preliminary Design Report & 50% Plan Submittal: HDR will establish and indicate project specific design criteria and standards within the Preliminary Design Report (PDR). HDR will submit design assumptions, design life, design criteria, and reference of design resources. The PDR will evaluate and recommend pavement design based on a life cycle cost analysis, preliminary horizontal and vertical alignment for utilities, roadways, traffic analysis, and other public improvements. The PDR will also establish pipe sizes, lane configurations drainage system capacity, etc and provide justification for the facility and analysis of alternatives and will establish design criteria and standards. HDR will submit the PDR and preliminary plans and specifications for review and comment. Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.

219 Quality Control / Administration: QC items anticipated in this task are discipline-specific checks of calculations and design basis for drainage, roadway, utility, ROW, etc. items to be incorporated into the design recommendations prior to presentation to City of Gillette staff.

TASK 200 – Meetings

- Project Kickoff Meeting
- WYDOT Coordination Meetings (2)
- Traffic Control Phasing Meeting
- Private Utility Coordination Meeting
- 50% Plan Review Comment Meeting

TASK 200 – Deliverables

- Project Kickoff Meeting Minutes
- Technical Memo #2A – Water System Modeling Analysis
- Technical Memo #2B – Building Structure Survey Report
- WYDOT Coordination Meeting Minutes
- Technical Memo #2C – Traffic Control Phasing Concepts
- Technical Memo #2D – Permanent Signing Inventory
- Private Utility Coordination Letter
- Private Utility Meeting Minutes
- 50% Design Report & Plan Submittal
- 50% Cost Estimate

TASK 300 – Public Involvement Services (Phases 1 & 2)

This task consists of a comprehensive public involvement plan that will encompass the full range of stakeholders throughout the length of the design process.

301 Public Meetings: HDR shall arrange and conduct one public meetings/open house in Phase 1 with an additional meeting anticipated for Phase 2. These meetings will be held at strategic times in the design process with the goal of both soliciting input and ideas from stakeholders as well as keeping them intimately informed of the project details and schedule. Since the on-going Gillette Downtown Plan project has included public input on the streetscaping components, HDR’s efforts will build on those concepts while shifting focus to construction impacts such as utility impacts and potential construction phasing/traffic control concepts. HDR will compile the public comments and concerns and provide written recommendations for City staff review regarding possible inclusion or exclusion of such requests.

302 City Council Workshop: We will attend project review meeting with City staff and present to City Council during a workshop session or council meeting. We also anticipate attending council meeting to provide project updates. Expected topics of discussion include project design components, traffic control phasing, and potential contract incentives.

303: Conduct Property Owner Meetings: The HDR team will conduct up to twelve (12) individual property owner meetings over a two day period regarding potential construction impacts, temporary easement needs, and specific project issues and components.

304 Quality Control / Administration: QC items for this task are anticipated to include review of public meeting presentation items from HDR public involvement specialist for edits and ideas.

TASK 300 – Meetings

- Public Meeting (2)
- City Council Workshop
- Property Owner Meetings (2 Days)

TASK 300 – Deliverables

- Public Meeting figures, presentations
- Public Meeting Summary (2)
- City Council Workshop Summary
- Property Owner Meeting Report

TASK 400 - Final Design Services (Phase 2)

This task consists of all services necessary to take the project from preliminary design through the Final Design Submittal stage, and includes the following itemized services.

401 – 427 Final Plan Production: The HDR team will address City comments from the 50% plan submittal and finalize Preliminary Design Report. Provide complete plans and specifications for a unit price construction contract utilizing the latest City of Gillette CAD standards.

428 Bid Booklet & Project Specifications: HDR will provide standard City of Gillette bidding documents with applicable special provisions, additional contract stipulations for phasing and scheduling, and special specification sections as necessary

429 Prepare an updated 90% “Engineer’s Estimate”: Estimate of probable construction cost for the project using standard city bid items and estimated unit prices shall be provided.

430 Prepare 90% Plan Submittal: Provide complete set of construction plans for a unit price contract utilizing the latest City of Gillette CAD standards.

431 Address City Review Comments: HDR shall address 90% submittal City review comments as necessary and complete final project documents. Resolution to comments shall either be incorporated with appropriate edits or a response will be prepared and discussed with the City project manager. The Final Design Services submittal will be made to the City when HDR believes the plans, specifications, contract documents, and opinion of probable construction costs are 100% complete.

432 Quality Control / Administration: QC items for this task will include a detailed review of the plan documents for adherence to CAD requirements along with plan note and quantity checks prior to submittals for City reviews.

TASK 400 – Meetings

- 90% Plan Review Comment Meeting

TASK 400 – Deliverables

- 90% Bid Booklet & Specifications
- 90% Plan Submittal
- 90% Cost Estimate

TASK 500 - Landscape Architectural Preliminary Design Services (Phase 1)

These tasks consist of services necessary for Fourfront Design Inc. to take the project from the Gillette Downtown Development Plan concepts through refinement in the Preliminary Design includes the following supplemental itemized services.

500 Review Project Background/ Analysis of Study: Following the completion of the Gillette Downtown Plan, we will overview the design effort and base improvements to pedestrian areas and landscape elements on the Study. We will initially align these efforts with City of Gillette Standards and identify integration opportunities with Civil, Electrical, Signage, and Vehicular Design as well as that of stakeholders and the public.

Review of early concepts of the Downtown Plan has already been started by FourFront Landscape Architects and Planning staff and we have made it a point to participate where possible to make the bridging effort to Construction Documents streamlined.

501 Inventory: We will meet with City and Stakeholders and inventory streetscape existing conditions; including but not limited to interaction of existing pedestrian areas with building facades, landscape elements, pedestrian features, infrastructure, signage, and the existing built environment. We will pay particular attention to the existing landscape plantings and consider their long term value and potential strategies for preservation and incorporation.

502 Updates to RDG Final Proposed Plan: We will create a working base of proposed pedestrian improvements from materials provided by City of Gillette and assist HDR with creation of working base of streetscape. We will follow up alignment of the plan with stakeholders and recommendations in the study to make sure that design direction is supported, and identify opportunities to refine or improve without significant cost implication.

503 Geometric Bump Out Design and Convertible Streets: Pedestrian nodes or “Bump Outs” will be developed from the Downtown Plan and from past project experience and will be coordinated with traffic routes and geometry. Our plan is to incorporate a hybrid “Convertible Street” using removable traffic barriers as part of this effort. These barriers will be part of node (bump out) design and will be

integrated with infrastructure and structural concrete. Also key to this effort will be maintain clear zone requirements for height limitation of service and emergency vehicles as part of the Convertible Street.

504 Integration with Lighting Design: In collaboration with the Design Team and in particular the Lighting and Electrical Disciplines, we will collaborate with determination of lighting needs for key pedestrian or art display areas or structures required for pedestrian movement (ramps or stairs) while modifying planting design to integrate with area or overhead or theme lighting.

505 Initial Design Preparation: We will integrate the concepts from the Downtown Plan into geometric layouts and overall preliminary designs as per Task 200 series elements. This will include but not be limited to “bump outs”, site furnishings, art display areas, landscape design, and pedestrian plazas, sidewalks, or other areas. We will also support preparation of Preliminary Design Reports through narratives, product information, and other means.

506 Prepare iterations for presentation to City Council and Stakeholders: We will prepare visual materials of the evolution of preliminary design from the Final Study and prepare them for public meeting presentation showing the evolution of the Final Study into geometrically refined product through Preliminary Design efforts.

507 Illustrations and Renderings of Conceptual Plans: We will assist the Design Team in this phase by creating rendered illustrations, plans, and perspectives of conceptual work for use in presentations, press releases, or for relevant meetings such as Open Houses, City Council, Parks Board, or other needed.

508 Prepare Preliminary Design Report: Using all materials developed and direction taken during the Preliminary Design Phase; we will summarize project status in written documentation using Engineer’s format. This will be supported with references, illustrations, meeting minutes, and other key information. We will support the Prime Consultant in this effort and our portion of work will be specific to landscape and pedestrian areas as well as any amenities or pedestrian furnishings.

509 Prepare preliminary 50% “Engineer’s Estimate”: Probable construction cost for the project using bid items and expected unit prices for the quantities estimated for landscape and pedestrian facilities shall be prepared.

Landscape Architectural Representation (Phase 1)

510 Project Kick-off Meeting: We will attend kick off meeting to support HDR and better understand project needs and will collaborate with the City appointed Project Manager. HDR will prepare an agenda, take minutes, and distribute minutes. Travel time will be estimated per Gillette Office.

511 Public Status Meetings: We will periodically meet with City Council and Parks Board to provide clarification on project status at key milestones; including Preliminary Design, Final Design, and at time relevant for Parks Board Presentation. The time will be utilized for information sharing, clarification, and understanding. Meetings will be scheduled in collaboration with HDR and with City Engineer, Planner and other City Staff involved with project as recommended.

512 Internal Status Meetings: We will periodically meet with City Representatives and Stakeholders to provide clarification on project status at key milestones; including presenting iterations of Conceptual Plans, Preliminary Design, and Final Design. The time will be utilized for information sharing, clarification, and understanding. Meetings will be scheduled in collaboration with project efforts by Prime Consultant.

Landscape Architectural Final Design Services (Phase 2)

This task consists of all services necessary to take the project from preliminary design through the Final Design Submittal stage, and includes the following itemized services.

513 Geometric Bump-Out Design and Convertible Streets: Pedestrian nodes or “Bump Outs” will be refined from the review of City of Gillette and via collaboration with Design Team. Traffic Barriers

will be selected and detailed in collaboration with Design Team and End User (i.e. Parks Department) who will utilize and upkeep them and well as evaluated for conflicts. Traffic will be modeled for use by design vehicles and adjustments made in final details.

514 Pedestrian Area Design and Details: Sidewalks, Plazas, and other non-Vehicular Areas will be refined and detailed in accordance with City of Gillette typical standards as well as the Preliminary Designs. ADA criteria will be utilized in all feasible locations and we will integrate street design, infrastructure, lighting, signage, and the existing built environment into Final Design Documents.

515 Landscape Design and Details: Areas planned for landscape enhancement will be prepared per Landscape Architectural Standards and aligned with street design nomenclature (Station and Offset, for example) as well as per City of Gillette Standards and Specifications as by Parks Department.

516 Irrigation Design and Details: Areas planned for landscape enhancement will be supported by permanent irrigation systems prepared per Landscape Architectural Standards and aligned with City of Gillette Standards and Specifications as by Parks Department. We will incorporate requirements for winterization and connectivity as part of this effort.

517 Illustrations and Renderings of Final Plans: We will assist the Design Team in this phase by creating rendered illustrations, plans, and perspectives of final work for use in presentations, press releases, or for relevant meetings such as Open Houses, City Council, Parks Board, or other needed.

518 Representation: We will assist with representation specific to Landscape Architectural Tasks as needed at Progress Meetings, Parks Board meetings, Parks Department interface, Public Presentations, City Council Meetings, or other required milestones.

519 Contract Documents: We will *assist* with preparation of an updated 90% “Engineer’s Estimate” of probable construction cost for the project using bid items and estimated unit prices, a 90% Plan Submittal set of construction plans for a unit price contract utilizing the latest City of Gillette CAD standards, and Bid Booklet & Project Specifications per City of Gillette bidding documents with applicable special provisions, additional contract stipulations for phasing and scheduling, and special specification sections (Landscape for Example) as necessary.

520 Quality Control / Administration: QC items for this task will include a detailed review of the plan documents for adherence to CAD requirements along with plan note and quantity checks prior to final submittal for City Use.

521 Address City Review Comments: We shall address 90% submittal City review comments as necessary and complete final project documents. Resolution to comments shall either be incorporated with appropriate edits or a response will be prepared and discussed with the City project manager. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction costs are 100% complete.

522 Prepare Final “Engineer’s Estimate”: Estimate of probable construction cost will be finalized to support Prime Consultant for the project using bid items and expected unit prices for the quantities estimated for landscape and pedestrian facilities.

Landscape Architectural Bidding Services (Phase 2)

This task consists of all services necessary to support the Design Team and City Project Manager during bidding.

523 Bidding Assistance: We will support Design Team via public bidding process with plan distribution, Prebid Meeting, Responding to RFI and or preparation of Addenda, and Bid Review/ Recommendations.

TASK 500 – Meetings

- Project Kickoff Meeting

- Public Status Meetings (3)

TASK 500 – Deliverables

- Project Kickoff Meeting Minutes
- Streetscape Inventory
- Iterations and Presentation for Council and Public Meetings
- Preliminary Design Report
- 50% Cost Estimate

TASK 600 – Bidding Services (Phase 2)

This task consists of all services necessary for the administration and coordination with City Purchasing of the Bidding Services of the project, and is estimated to include the following itemized services.

601 Plan Distribution: Submit sufficient information to the City of Gillette project manager for the preparation of advertising, printing plans and specifications for distribution to bidders and plan houses, and notification of contractors.

602 Arrange and Conduct a Pre-Bid Meeting: Record attendance and minutes. Distribute copies to all attendees.

603 Respond to Contractor RFI's: Issue addenda to the bid documents as required.

604 Prepare a Bid Tabulation: HDR shall attend the bid opening and evaluate the bids inconsistencies, miscalculations, unbalanced bids, and reasonableness of unit costs to provide a recommendation of award.

605 Quality Control and Administration:

TASK 600 – Meetings

- Pre-Bid Meeting
- Bid Opening

TASK 600 – Deliverables

- Pre-Bid Meeting Minutes
- Bid Addenda (as needed)
- Bid Tabulation & Recommendation

TASK 700 – Construction Administration Services (Phase 3)

Phase 3 services for this project are expected to consist of all services necessary for the administration of the Basic Construction Services of the project construction stage, and for the inspection on Expanded Construction Services of the project construction stage. HDR's scope and associated man-hours is expected to be discussed and negotiated with City staff at the conclusion of Phase 2 final design and bidding.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.



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

www.gillettewy.gov

DATE: 4/1/2013 7:00:00 PM

SUBJECT:

A Public Hearing for the Zoning Map Amendment for Property Generally Located at 2809 Dogwood Avenue and Legally Described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is Proposed as Lot 1C, Block 5, Stocktrail Subdivision, From C-1, General Commercial District, to I-1, Light Industrial District.

BACKGROUND:

The owner is seeking approval of a Zoning Map Amendment in order to re-zone two (2) existing lots from C-1, General Commercial District to I-1, Light Industrial District in order to expand the existing business. The property is located south of the intersection at Lakeway Road and Dogwood Avenue. The two (2) lots are in the process of being combined into one (1) lot through the Administrative Plat process. When the Administrative Plat is recorded, the property will be legally described as Lot 1C, Block 5, of the Stocktrail Subdivision. Both of the existing lots are currently owned by Coleman Electrical Services, LLC.

The owners would like to add an addition to the existing building located at 2809 Dogwood Avenue. Coleman Electrical Services offer repair services for electrical components and parts for haul trucks and other mining equipment. The existing building contains a shop, office, and training room. Upon a site inspection, City Planning staff determined the office and training room were permitted uses in the C-1, General Commercial District. Also, staff determined the shop space fits the permitted uses listed in the I-1, Light Industrial District. In order to expand the shop space, staff requested a re-zoning application from the owners.

The area is largely a mix of existing commercial and industrial uses. The adopted City of Gillette Comprehensive Plan shows the future land use as Mixed Use 3 which includes both commercial and industrial uses. The re-zoning request meets the intent of the City's Comprehensive Plan.

An amendment to the Zoning Map shall not take place unless at least one (1) of two (2) criteria exists as set forth in Section 12 of the City of Gillette Zoning Ordinance.

- a. The zoning map may be amended when there is a need to correct an obvious error. In this case there is no obvious error in the zoning designation.
- b. The zoning map may be amended to recognize changing conditions within the City. This request does recognize changing conditions as the owner would like to expand a non-conforming use in an area which contains both commercial and industrial development.

Section 12 of the City of Gillette Zoning Ordinance also provides for a minimum size land area of five (5) acres for a Light Industrial District and four (4) acres for a General Commercial Zoning District. The Zoning Ordinance allows the property to connect to other similar zones in both the City and the County to meet the size requirements. This request meets the minimum size requirements for both Districts.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

VIDEO

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

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: 4/1/2013 7:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Generally Located at 2809 Dogwood Avenue and Legally Described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is Proposed as Lot 1C, Block 5, Stocktrail Subdivision, From C-1, General Commercial District, to I-1, Light Industrial District, Subject to all Planning Requirements.

BACKGROUND:

The owner is seeking approval of a Zoning Map Amendment in order to re-zone two (2) existing lots from C-1, General Commercial District to I-1, Light Industrial District in order to expand the existing business. The property is located south of the intersection at Lakeway Road and Dogwood Avenue. The two (2) lots are in the process of being combined into one (1) lot through the Administrative Plat process. When the Administrative Plat is recorded, the property will be legally described as Lot 1C, Block 5, of the Stocktrail Subdivision. Both of the existing lots are currently owned by Coleman Electrical Services, LLC.

The owners would like to add an addition to the existing building located at 2809 Dogwood Avenue. Coleman Electrical Services offer repair services for electrical components and parts for haul trucks and other mining equipment. The existing building contains a shop, office, and training room. Upon a site inspection, City Planning staff determined the office and training room were permitted uses in the C-1, General Commercial District. Also, staff determined the shop space fits the permitted uses listed in the I-1, Light Industrial District. In order to expand the shop space, staff requested a re-zoning application from the owners.

The area is largely a mix of existing commercial and industrial uses. The adopted City of Gillette Comprehensive Plan shows the future land use as Mixed Use 3 which includes both commercial and industrial uses. The re-zoning request meets the intent of the City's Comprehensive Plan.

An amendment to the Zoning Map shall not take place unless at least one (1) of two (2) criteria exists as set forth in Section 12 of the City of Gillette Zoning Ordinance.

- a. The zoning map may be amended when there is a need to correct an obvious error. In this case there is no obvious error in the zoning designation.
- b. The zoning map may be amended to recognize changing conditions within the City. This request does recognize changing conditions as the owner would like to expand a non-conforming use in an area which contains both commercial and industrial development.

Section 12 of the City of Gillette Zoning Ordinance also provides for a minimum size land area of five (5) acres for a Light Industrial District and four (4) acres for a General Commercial Zoning District. The Zoning Ordinance allows the property to connect to other similar zones in both the City and the County to meet the size requirements. This

request meets the minimum size requirements for both Districts.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Generally Located at 2809 Dogwood Avenue and Legally Described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is Proposed as Lot 1C, Block 5, Stocktrail Subdivision, From C-1, General Commercial District, to I-1, Light Industrial District, Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

- [Planning Commission Minutes](#)
- [Vicinity and Aerial Map "A"](#)
- [Vicinity and Aerial Map "B"](#)
- [Exhibit A Map](#)
- [Exhibit B Map](#)
- [Case Sheet](#)
- [Ordinance](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

City Council Chambers, City Hall
March 19, 2013 – 7:00 p.m.

PRESENT

Commission Members Present: Clark Sanders, Lee Wittler, Jennifer Thomas, Damon Hart, and Dallas Streets.

Staff Present: Dustin Hamilton, Director of Engineering & Development Services, Michael Surface, Senior Planner, Staci Beecher, Planner, and Tracy Olson, Administrative Assistant.

CALL TO ORDER

Chairman Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Ms. Thomas, seconded by Mr. Hart to approve the Minutes of the City Planning Commission Meeting on January 23, 2013. The motion to approve the Minutes carried 5/0.

13.002Z –
ZONING MAP AMENDMENT –
Lots 1A & 1B,
Block 5, Stocktrail
Subdivision which
is also the
Proposed Lot 1C,
Block 5, Stocktrail
Subdivision

Ms. Thomas made a motion to approve said case. Mr. Wittler seconded the motion. Ms. Beecher presented the case and stated there were no public comments regarding this case.

There being no questions or comments, a vote was taken on the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Ms. Beecher stated there will be one (1) case at the next Planning Commission Meeting held on Tuesday, April 2, 2013.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:10 p.m.

Minutes prepared by

Tracy Olson
Planning Administrative Assistant

Pcm031913minutes

Aerial Map Lakeway Rd

W Lakeway Rd

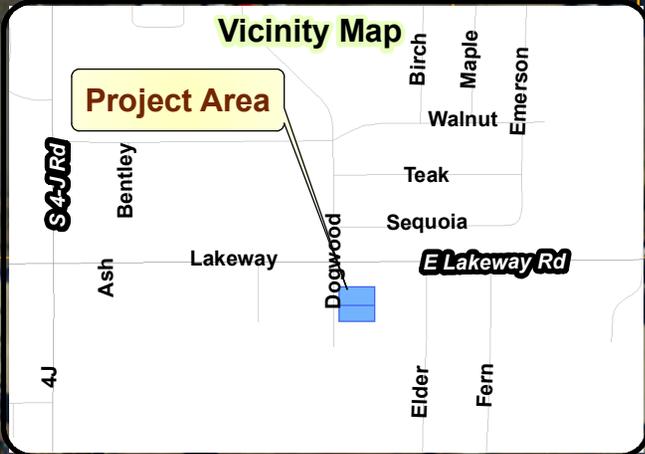
Project Area

Dogwood Ave

1A

1B

Elder St



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

-  Projects
-  Parcels
-  Road Centerlines





13.002Z
Zoning Exhibit A -
Existing Lots

January 23, 2012

CITY OF GILLETTE
GIS DIVISION
201 E. 5TH STREET, P.O. BOX 3003
GILLETTE, WYOMING 82717
(307) 686-5364

Aerial Map Lakeway Rd

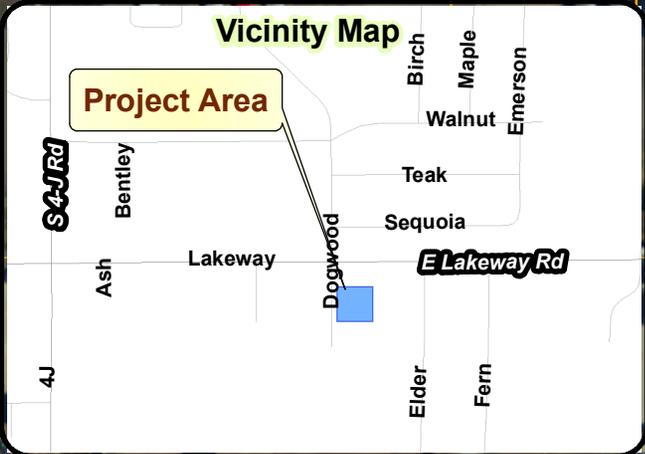
W Lakeway Rd

Project Area

Dogwood Ave

1C

Elder St



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

-  Projects
-  Parcels
-  Road Centerlines




13.002Z
Zoning Exhibit B -
Proposed Lot

January 23, 2012

CITY OF GILLETTE
GIS DIVISION
201 E. 5TH STREET, P.O. BOX 3003
GILLETTE, WYOMING 82717
(307) 686-5364

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of LOTS 1A & 1B, BLOCK 5, STOCKTRAIL SUBDIVISION to the City of Gillette as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Gillette regulations governing the subdivision of land.



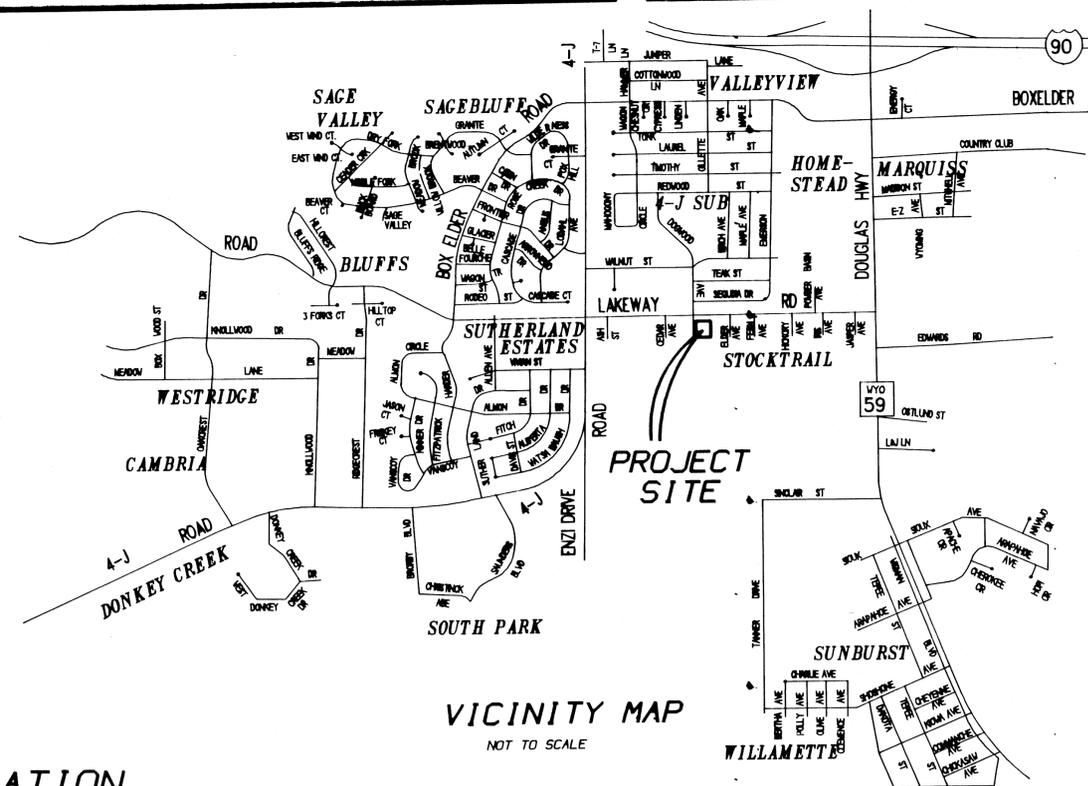
DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF SOUTH 186.7' OF LOT 1, BLOCK 5, STOCKTRAIL SUBDIVISION, AS RECORDED IN BOOK 1 OF PLATS, PAGE 182, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLAT OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

FINAL PLAT

LOTS 1A & 1B, BLOCK 5 STOCKTRAIL SUBDIVISION

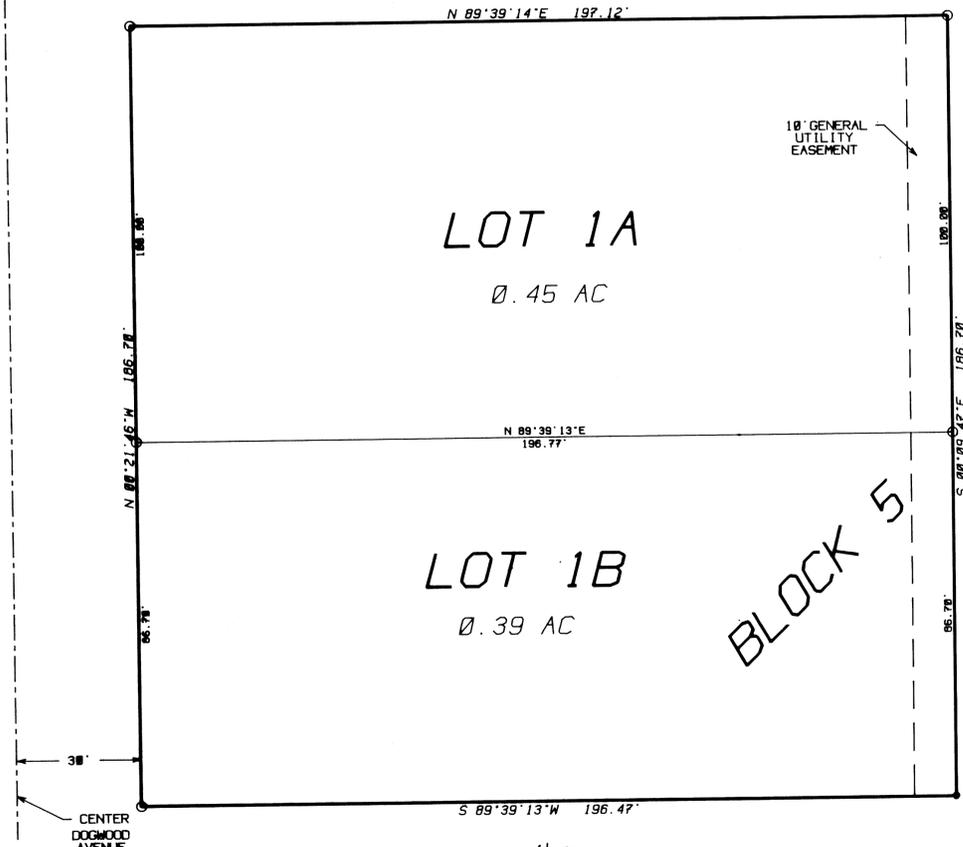
A RESUBDIVISION OF THE
SOUTH 186.7' OF LOT 1, BLOCK 5
STOCKTRAIL SUBDIVISION
TO THE
CITY OF GILLETTE, WYOMING



VICINITY MAP
NOT TO SCALE



SCALE
1" = 20'



10' GENERAL UTILITY EASEMENT

LEGEND
● FOUND STEEL REBAR

SUMMARY
TOTAL LOTS: 2
TOTAL AREA: 0.84 ACRES
ZONING: C-1

○ SET 24" LONG STEEL REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

NOTE:
WATER AND SEWER SERVICES SHALL BE INSTALLED AT THE TIME OF DEVELOPMENT BY THE DEVELOPER.

DEDICATION

Know all men by these presents that the undersigned Bruce A. Nelson being the owner, proprietor, or parties of interest in the land shown on this plat do hereby certify:

That the foregoing plat designated as the FINAL PLAT LOTS 1A & 1B, BLOCK 5, STOCKTRAIL SUBDIVISION to the City of Gillette being more particularly described as follows:

South 186.7 Feet of Lot 1, Block 5, Stocktrail Subdivision to the City of Gillette, Wyoming

and contains an area of 0.84 acres, more or less, and

That this subdivision, as it is described and as it appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors; and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements.

That the undersigned owners of the land shown and described on this plat do hereby dedicate to the City of Gillette and its licensees for perpetual public use, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.

Utility easements, as designated on this plat, are hereby dedicated to the City of Gillette and its licensees for perpetual public use, for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electrical lines, telephone lines, cable tv lines and other forms and types of public utilities now or hereafter generally utilized by the public.

Executed this 7th day of April, 2007, A.D., by:

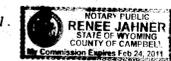
OWNERS: BRUCE A. NELSON

Bruce A. Nelson
Bruce A. Nelson

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this day of April, 2007, A.D., by Bruce A. Nelson, as a free and voluntary act and deed.

Witness my hand and official seal.



Renee Jahner
Notary Public

My Commission Expires: 2-27-2011

APPROVALS

Date on this plat reviewed this 30th day of September, 2007, A.D., by the City Engineer of Gillette, Wyoming.

[Signature]
City Engineer

This plat approved by the City of Gillette Planning Commission this 14th day of July, 2008, A.D.

[Signature]
Chairman

[Signature]
Secretary

Approved by the City Council of the City of Gillette, Wyoming this 18th day of August, 2008, A.D.

[Signature]
Mayor

[Signature]
City Clerk

This plat filed for record in the office of the Clerk and Recorder at 2:00 o'clock P.M., October 2, 2007, and is duly recorded in Book 9, Page No. 239.

County Clerk

FINAL PLAT

LOTS 1A & 1B, BLOCK 5
STOCKTRAIL SUBDIVISION

Prepared for:
Bruce A. Nelson
P.O. Box 2798
Gillette, WY 82717

Prepared by:
DOYLE LAND SURVEYING
485 W. Bowdler Rd., Ste. C-8
Gillette, WY 82718
PH: (307) 686-2410

Exhibit A Re-Zoning Request From C-1 to I-1

DECLARATION VACATING PREVIOUS PLATTING
 THIS PLAT IS THE RESUBDIVISION OF LOTS 1A & 1B2, Block 5
 STOCKTRAIL SURVDIVISION AS RECORDED IN BOOK ___ OF PLATS,
 PAGE _____, OF THE RECORDS OF CAMPBELL COUNTY. ALL
 EARLIER PLAT OR PORTIONS THEREOF, ENCOMPASSED BY THE
 BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

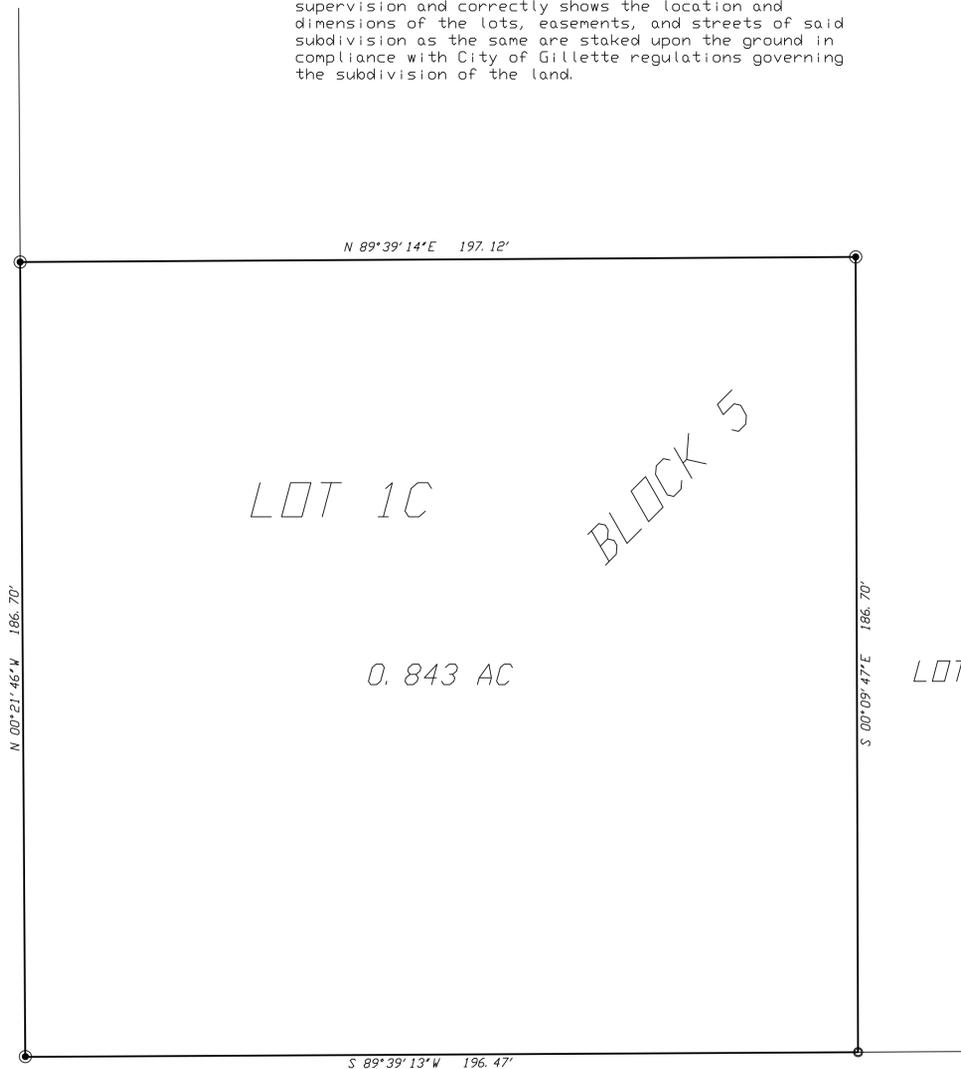
FINAL PLAT
 RESUBDIVISION OF LOTS 1A & 1B, BLOCK 5
 STOCKTRAIL SUBDIVISION
 TO BE KNOWN AS
 LOTS 1C, BLOCK 5
 STOCKTRAIL SUBDIVISION
 CITY OF GILLETTE, WYOMING

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of RESUBDIVISION OF LOTS 1A & 1B, Block 5 STOCKTRAIL SUBDIVISION as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.



SCALE
 1" = 20'



LEGEND

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

SUMMARY
 TOTAL LOTS: 1
 R. O. W. AREA: N/A
 TOTAL AREA: 0.843 AC
 ZONING: C-1

DEDICATION

Know all men by these presents that the undersigned COLEMAN ELECTRICAL SERVICES, LLC, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing RESUBDIVISION OF LOTS 1B & 1B, Block 5, STOCKTRAIL SUBDIVISION being more particularly described as follows:

LOTS 1A & 1B, BLOCK 5, STOCKTRAIL SUBDIVISION

Said tract of land contains 0.843 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, A. D., 20____ by:

Owner: COLEMAN ELECTRICAL SERVICE, LLC

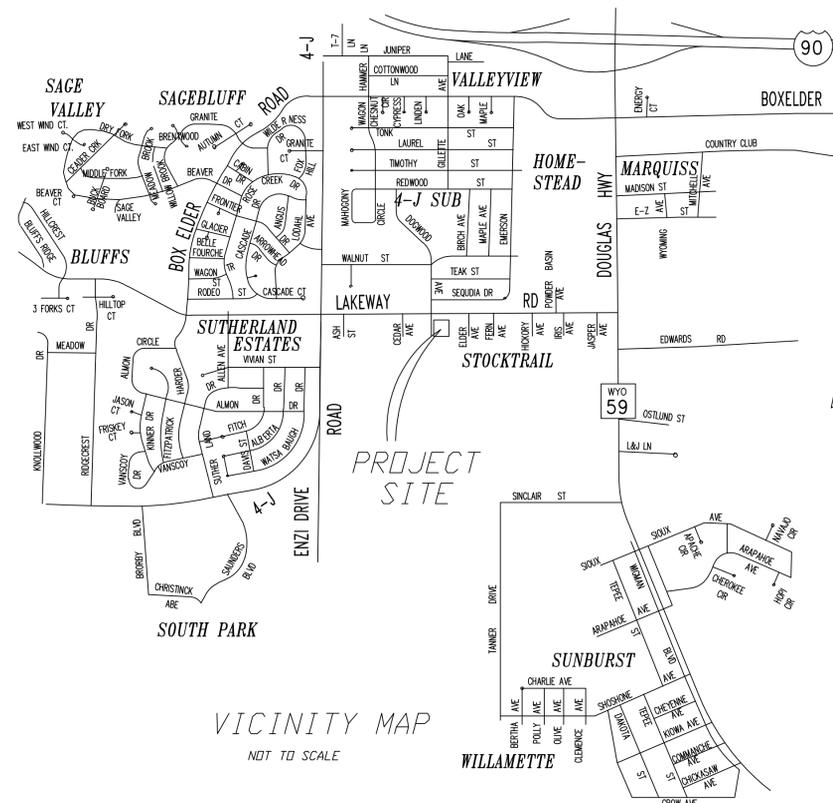
Manager for DYNAMIC HOMES, LLC

STATE OF WYOMING)
) ss
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this _____ day of _____, A. D., 20____, by _____, as _____ for COLEMAN ELECTRICAL SERVICES, LLC, as a free and voluntary act and deed.
 Witness my hand and official seal.

Notary Public

My Commission Expires _____



VICINITY MAP
 NOT TO SCALE

APPROVALS

The Resubdivision of Lots 1A & 1B, Block 5, STOCKTRAIL SUBDIVISION, to be known as LOT 1C, BLOCK 5, STOCKTRAIL ADDITION is hereby approved for recording as an Administrative Plat on _____ through authority granted by the City of Gillette Subdivision Regulations.

City Administrator

Director of Engineering and Development Services

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

County Clerk

FINAL PLAT

RESUBDIVISION OF LOTS 1A & 1B,
 BLOCK 5, STOCKTRAIL SUBDIVISION
 GILLETTE, WYOMING

PREPARED FOR: COLEMAN ELECTRICAL SERVICES 2809 DDGWOOD AVE GILLETTE, WY 82718	PREPARED BY: DOYLE LAND SURVEYING 801 E. Fourth St. Suite 15 Gillette, WY 82716 PH: (307) 686-2410
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DATE OF PREPARATION: JAN, 2013 SHT 1 OF 1

Exhibit B- Proposed Lot from C-1 to I-1

Planning Commission Agenda Item for March 19, 2013

Case Number 13.002Z: Zoning Map Amendment- Lots 1A & 1B, Block 5, Stocktrail Subdivision which is also the Proposed Lot 1C, Block 5, Stocktrail Subdivision

Applicant/Owner: Coleman Electrical Services, LLC

Agent: Mark & Sharon Coleman
Doyle Land Surveying

Summary:

The owner is seeking approval of a Zoning Map Amendment in order to re-zone two (2) existing lots from C-1, General Commercial District to I-1, Light Industrial District in order to expand the existing business.

Background:

The property is located south of the intersection at Lakeway Road and Dogwood Avenue. The two (2) lots are in the process of being combined into one (1) lot through the Administrative Plat process. When the Administrative Plat is recorded, the property will be legally described as Lot 1C, Block 5, of the Stocktrail Subdivision. Both of the existing lots are currently owned by Coleman Electrical Services, LLC.

The owners would like to add an addition to the existing building located at 2809 Dogwood Avenue. Coleman Electrical Services offer repair services for electrical components and parts for haul trucks and other mining equipment. The existing building contains a shop, office, and training room. Upon a site inspection, City Planning staff determined the office and training room were permitted uses in the C-1, General Commercial District. Also, staff determined the shop space fits the permitted uses listed in the I-1, Light Industrial District. In order to expand the shop space, staff requested a re-zoning application from the owners.

The area is largely a mix of existing commercial and industrial uses. The adopted City of Gillette Comprehensive Plan shows the future land use as Mixed Use 3 which includes both commercial and industrial uses. The re-zoning request meets the intent of the City's Comprehensive Plan.

An amendment to the Zoning Map shall not take place unless at least one (1) of two (2) criteria exists as set forth in Section 12 of the City of Gillette Zoning Ordinance.

- a. The zoning map may be amended when there is a need to correct an obvious error. In this case there is no obvious error in the zoning designation.
- b. The zoning map may be amended to recognize changing conditions within the City. This request does recognize changing conditions as the owner would like to expand a non-conforming use in an area which contains both commercial and industrial development.

Section 12 of the City of Gillette Zoning Ordinance also provides for a minimum size land area of five (5) acres for a Light Industrial District and four (4) acres for a General Commercial Zoning District. The Zoning Ordinance allows the property to connect to other similar zones in both the City and the County to meet the size requirements. This request meets the minimum size requirements for both Districts.

Planning Requirements:

1. The re-zoning request shall be approved by City Council with an Ordinance prior to taking effect.
2. The shop portion of the existing business may be expanded if the re-zoning request is approved by the City Council. The office and training room facilities may be expanded in the C-1, General Commercial District or the I-1, Light Industrial District.

Staff Recommendation:

Staff recommends approval of the re-zoning request for Lots 1A & 1B, Block 5, Stocktrail Subdivision which is the proposed Lot 1C, Block 5, Stocktrail Subdivision, from C-1, General Commercial District to I-1, Light Industrial District, subject to all Planning requirements.

This case is tentatively scheduled for a Public Hearing and First Reading by City Council on April 1, 2013 in the City Council Chambers at 7:00 p.m.

Save: 13.002Z Case Sheet

Attachments: Vicinity and Aerial Map, Exhibit "A" Zoning Map- Existing Lots, Exhibit "B" Zoning Map-Proposed Lot

Case Manager: Staci Beecher

ORDINANCE NO.

AN ORDINANCE TO AMEND
THE DISTRICT ZONING MAP
OF THE CITY OF GILLETTE, WYOMING,
FOR PROPERTY GENERALLY LOCATED
AT 2809 DOGWOOD AVENUE
AND LEGALLY DESCRIBED AS
LOTS 1A AND 1B, BLOCK 5, STOCKTRAIL SUBDIVISION, WHICH IS
PROPOSED AS LOT 1C, BLOCK 5, STOCKTRAIL SUBDIVISION
FROM C-1, GENERAL COMMERCIAL DISTRICT,
TO I-1, LIGHT INDUSTRIAL DISTRICT,
SUBJECT TO ALL PLANNING REQUIREMENTS

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

The Zoning of property legally described as a tract of land generally located at 2809 Dogwood Avenue being legally described as Lots 1A and 1B, Block 5, Stocktrail Subdivision, which is proposed as Lot 1C, Block 5, Stocktrail Subdivision, and shown on the attached Exhibit "A" Map and Exhibit "B" Map, from C-1, General Commercial District to I-1, Light Industrial District.

PASSED, APPROVED AND ADOPTED this _____ day of _____,
20_____.

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publication Date: