



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

**A. Call to Order.**

**B. Invocation.**

**1. [Invocation Led by Father Reymond Canete of St. Matthew's Catholic 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. Executive Session - June 24, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

**b. Pre-Meeting - July 15, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

**c. Regular Meeting - July 15, 2013.**

Staff Reference: Karlene Abelseth, City Clerk

**d. Work Session - July 29, 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 to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Generally Located at 200 Richards Avenue and Legally Described as Lot 1, Block 4, Park Addition, From R-4, Multi Family Residential District, to C-2, Central Business District, Subject to all Planning Requirements.**

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

**5. New Business - Consent Agenda**

**a. Bills and Claims.**

Staff Reference: Tom Pitlick, Finance Director

**F. Approval of Conflict Claims - General Agenda.**

**1. Council Member Carter-King - \$2,966.55.**

Staff Reference: Tom Pitlick, Finance Director

**2. Council Member Kuntz - \$674.98.**

Staff Reference: Tom Pitlick, Finance Director

**3. Council Member Rothleutner - \$21.95.**

Staff Reference: Tom Pitlick, Finance Director

**G. Oral Comments.**

**1. Recognition of the 2013 Second Quarter P.R.I.D.E. Recipients.**

Staff Reference: J. Carter Napier, City Administrator

**2. For the Good of the Community**

**a. Recognition of Years of Service of Citizen Advisory Board Member  
o Parks & Beautification - Casey Painter, 2006 - 2013  
*Presented by Parks & Beautification Board Member, Rollo Williams***

Staff Reference:

**b. LunneTunes**

Staff Reference: **VIDEO**  
Joe Lunne, Public Information Officer

**3. Public Comments**

**4. Council Reports**

**H. Written Comments.**

**I. Unfinished Business - General Agenda.**

**J. Ordinance Third Reading - General Agenda.**

**K. Ordinance Second Reading - General Agenda.**

**1. An Ordinance to Establish Hours of Operation for Liquor Licenses and Amend Section 3-6 of the City Code.**

Staff Reference: Charlie Anderson, City Attorney

**L. Ordinance First Reading - General Agenda.**

**M. New Business - General Agenda.**

**1. Council Consideration for the Approval of the County Final Plat for the Resubdivision of Lots 2 and 3, Donkey Creek Subdivision, Subject to all Planning Requirements.**

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



2. Council Consideration of a Resolution Authorizing the Filing of an Application for Funding Under the Wyoming Transportation Enhancement Activity Program - (TEA) Program, Administered by the Wyoming Department of Transportation.  
Staff Reference:Charlie Anderson, City Attorney
3. Council Consideration of a Resolution Initiating Annexation of a Tract of Land Contiguous to the City of Gillette, Wyoming, Pursuant to W.S. 15-1-403 and 15-1-405, Known as the Cam-Plex Addition, and Establishing a Public Hearing Date of September 16, 2013 for the Annexation Public Hearing.  
Staff Reference:MAP  
Dustin Hamilton, P.E., Director of Engineering and Development Services
4. Council Consideration of an Agreement for Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project with Van Ewing Construction, Inc., in an Amount Not to Exceed \$20,000.00.  
Staff Reference:Dustin Hamilton, P.E., Director of Engineering and Development Services
5. Council Consideration of a Professional Services Agreement for Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project with PCA Engineering, Inc., in the Amount of \$46,660.00.  
Staff Reference:Dustin Hamilton, P.E., Director of Engineering and Development Services
6. Council Consideration of a Bid Award for the Collins Heights Lift Station Capacity Upgrade Project to North Star Energy & Construction, LLC, in the Amount of \$649,719.25.  
Staff Reference:Kendall Glover, Utilities Director
7. Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Collins Heights Lift Station Capacity Upgrade Project with DOWL HKM in the Amount of \$58,000.00.  
Staff Reference:Kendall Glover, Utilities Director
8. Council Consideration of a Bid Award for the Overlook Park Improvements Project to S & S Builders, LLC, in the Amount of \$109,286.70.  
Staff Reference:Dustin Hamilton, P.E., Director of Engineering and Development Services  
Sawley Wilde, Public Works Director
9. Council Consideration of a Bid Award for the Sunflower Park Irrigation and Park Improvements Project to Chalk Buttes Landscaping in the Amount of \$489,512.00.  
Staff Reference:Dustin Hamilton, P.E., Director of Engineering and Development Services  
Sawley Wilde, Public Works Director
10. Council Consideration of a Bid Award for the Sunflower Park Lighting Project to Electrical Specialists, Inc., in the Amount of \$55,944.50.  
Staff Reference:Dustin Hamilton, P.E., Director of Engineering and Development Services

N. **Appointments.**

O. **Administrator's Report.**

P. **Special Orders of the Day**

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

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CITY OF GILLETTE

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**DATE:** 8/5/2013 7:00:00 PM

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**SUBJECT:**

Invocation Led by Father Reymond Canete of St. Matthew's Catholic Church.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Executive Session - June 24, 2013.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Karlene Abelseth, City Clerk

**ATTACHMENTS:**

**Click to download**

No Attachments Available



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**DATE:** 8/5/2013 7:00:00 PM

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**SUBJECT:**

Pre-Meeting - July 15, 2013.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Karlene Abelseth, City Clerk

**ATTACHMENTS:**

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☐ [Pre-Meeting Minutes - July 15, 2013](#)

## COUNCIL PROCEEDINGS

Council Pre-Meeting

July 15, 2013

5:55 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 15th day of July 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: John Opseth, Forrest Rothleutner, Louise Carter-King, Robin Kuntz, Ted Jerred, Kevin McGrath, and Mayor Tom Murphy.

Staff present: J. Carter Napier, City Administrator; Charlie Anderson, City Attorney; John Aguirre, Human Resource Director; Kendall Glover, Utilities Director; Dustin Hamilton, Director of Engineering and Development Services; Tom Pitlick, Finance Director; Sawley Wilde, Public Works Director; Chuck Deaton, Lieutenant; Mike Cole, Utilities Project Manager; Dan Bridges, Lead Controls Engineer; Evan Byrd, Management Analyst; Joe Lunne, Public Information Officer; Patti Davidsmeier, Community & Gov't Relations Manager; and Karlene Abelseth, City Clerk.

### Warm Up Items

Councilman Jerred informed the group that he attended the Fire Board Meeting and CEI will be overseeing the concrete project for the fire station; new Board Members were appointed and they would like to meet with the Council as a Board.

Councilman Kuntz reported that the roof at the Central Pavilion is leaking and the Land Board would be making a formal request to the City for funding to assist with the repairs.

Mayor Murphy reported that he, along with Mayor Kinskey of Sheridan and Mayor Dyess of Buffalo, flew to Cheyenne to speak with the Governor and thank him on behalf of the NEWY Leadership Group, in appreciation of what he has done for cities and towns since he has taken Office. He went on to say that they explained their position concerning WAM and explained what had happened at the State Convention. Mayor Murphy went on to report that there are 20 confirmed Congressional Representatives that will be attending the Fact-Finding Tour.

City Administrator Napier introduced the new Public Works Operations Manager, Mike Bartlett.

### CCEDC's Campaign Funding

D.G. Reardon and Philippe Chino, representing the Campbell County Economic Development Center, summarized the five year Economic Development Strategic Plan for Campbell County.

### Cam-Plex Annexation Discussion

City Administrator Napier explained a recent Land Board Meeting that he attended and interest was expressed to the Land Board regarding obtaining a signed petition for annexation. Various questions from the Land Board arose such as law enforcement, liquor license issues, maintenance, and land ownership. Mr. Napier reported that the Land Board voted 3-1 to petition the City for annexation.

### Agenda Item Discussion

The group discussed the agenda items for the upcoming meeting. Utilities Project Manager Cole explained Items M8 and M9 on the upcoming agenda. Councilman Kuntz reported that he would abstain on Item M16 as he provides hauling service for Simon Contractors and feels there is a conflict of interest.

### Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:54 p.m.

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Tom Murphy, Mayor

(S E A L)

ATTEST:

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Karlene Abelseth, City Clerk  
Publication Date: July 24, 2013



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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Regular Meeting - July 15, 2013.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Karlene Abelseth, City Clerk

**ATTACHMENTS:**

Click to download

☐ [Regular Meeting - July 15, 2013](#)



## COUNCIL PROCEEDINGS

REGULAR

July 15, 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 15th day of July 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: Kevin McGrath, John Opseth, Forrest Rothleutner, Louise Carter-King, Robin Kuntz, Ted Jerred, and Mayor Tom Murphy.

Staff present: J. Carter Napier, City Administrator; Charlie Anderson, City Attorney; John Aguirre, Human Resource Director; Kendall Glover, Utilities Director; Dustin Hamilton, Director of Engineering and Development Services; Tom Pitlick, Finance Director; Sawley Wilde, Public Works Director; Mike Cole, Utilities Project Manager; Chuck Deaton, Lieutenant; Dan Bridges, Lead Control Engineer; Evan Byrd, Management Analyst; 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. Pastor Tom Frey, Prince of Peace Lutheran Church, gave the Invocation. The Pledge of Allegiance was led by Councilman Jerred.

The Presiding Officer called for approval of the General Agenda. It was moved by Councilman McGrath and seconded by Councilman Opseth 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, Rothleutner, 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 - July 1, 2013.  
Regular Meeting - July 1, 2013.

### New Business - Consent Agenda

Approval to write off bad debt on uncollectible utility accounts in the amount of \$5,042.37.

### Bills and Claims

A & B BUSINESS EQUIPMENT INC.	266.13
AIRGAS INTERMOUNTAIN	402.30
ALSCO	1,354.89
ALTEC INDUSTRIES INC.	2,952.49
AMERICAN NATIONAL BANK	29,284.74
AMERICAN PLANNING	295.00
ANIMAL MEDICAL CENTER OF WYO LLC	801.50
ARROW PRINTING & GRAPHICS, INC	91.70
AVI SYSTEMS	14,920.00
BARTON CONSTRUCTION, INC.	265.00
BIG D SANITATION CORP	200.00
BLACK CAT CONSTRUCTION LLC	3,872.98

BLUE CROSS-BLUE SHIELD OF WYOMING	279,583.89
BOYS AND GIRLS CLUB	48,000.00
BRESNAN COMMUNICATION	900.00
BRUCE ENGINEERING SERVICES CORP	19,783.42
BURLINGTON NORTHERN SANTA FE	69,538.47
BW INSURANCE AGENCY	50.00
C & F REPAIR SERVICE	313.55
CAMPBELL COUNTY CHAMBER	12,025.25
CAMPBELL COUNTY HOSPITAL DIST	237.00
CAMPBELL COUNTY JOINT POWERS	133,622.00
CAMPBELL COUNTY MASTER GARDENERS	2,991.98
CAMPBELL COUNTY PUBLIC WORKS	40.30
CEDAR CREEK TIMBER CORP	12,622.50
CENTRILIFT	936.16
CENTURYLINK	323.85
CHOPHOUSE RESTAURANT, THE	3,109.50
CITY OF GILLETTE-PETTY CASH	157.10
COLLINS COMMUNICATIONS, INC	2,074.80
COMPRESSION LEASING SERVICES	238.90
CONSOLIDATED ENGINEERS, INC.	1,779.65
CONTRACTORS SUPPLY, INC.	3,738.98
CRESCENT ELECTRIC SUPPLY	1,933.42
CRUM ELECTRIC SUPPLY CO	565.79
DALE BUCKINGHAM ARCHITECTS, LLC.	136.35
DAVIDSMEIER, PATTI	143.52
DELTA DENTAL OF WYOMING	17,034.35
DESIGN/CONSTRUCTION LLC	105,349.75
DIVERSIFIED INSPECTIONS/I.T.L. INC.	4,475.00
DONKEY CREEK CONSTRUCTION, INC	4,794.61
DOYLE LAND SURVEYING	3,500.00
DRM INC	115,080.39
DUMBRILL, DOUG	1,115.77
E Z TOWING & RECOVERY, INC	65.00
EDGE CONSTRUCTION SUPPLY	1,385.49
EFLEXGROUP.COM, INC.	6,692.65
EMBROIDERY PLACE, THAT	158.64
ENERGY LABORATORIES, INC	243.00
ENERGY SHARE OF WYOMING	327.30
EVENSON'S PLUMBING	140.00
EXPRESS-SCRIPTS, INC.	20,234.53
FASTENAL COMPANY	451.00
FEDERAL EXPRESS CORP.	363.25
FIRST NAT'L BANK-GILLETTE	83,632.22
FIRST NORTHERN BANK OF WYOMING	36,593.08
FISCHER, MICHAEL	100.00
FORT COLLINS WHOLESALE NURSERY, INC	44,129.67
FRANDSON SAFETY, INC.	192.00
FREUDENTHAL + BONDS, P.C.	9,743.78
FURMAN, CRAIG	200.00
G C S	65.00
G&G LANDSCAPING, INC.	72,687.60
GENERAL DYNAMICS BROADBAND INC	350.00
GILLETTE WINNELSON COMPANY	2,213.10
GOURMET ON THE GO, LLC	332.50
GREENLINE EQUIPMENT	544.50

HD SUPPLY POWER SOLUTIONS, LTD	60,262.38
HDR ENGINEERING, INC	143,071.17
HKM ENGINEERING INC.	55,712.15
HLADKY CONSTRUCTION	232,928.24
HOMAX OIL	32,565.75
HRN MANAGEMENT GROUP	4,210.56
ICMA RETIREMENT TRUST 401	272.85
ICMA RETIREMENT TRUST-457	6,764.74
INTERGRATED INFORMATION	700.00
INTERMOUNTAIN CONSTRUCTION	18,908.00
INTERMOUNTAIN RECORD CENTER	714.91
INTL INSTITUTE MUNICIPAL CLERKS	85.00
ISC INC.	1,490.00
J R ENTERPRISES	90.00
JOHNSON CONTROLS, INC.	10,918.57
JUDICIAL VENDORS	100.00
KEYHOLE BROADCASTING	462.00
KOIS BROTHERS EQUIPMENT CO.	2,258.22
L & M PLUMBING & HEATING	200.00
LEARNING TREE INTERNATIONAL USA INC	1,799.16
LEXISNEXIS MATTHEW BENDER	2,496.96
LONG'S PLBG. & HTG. INC.	3,781.00
LYLE SIGNS INC	146.75
MARTINEZ, JERRY	80.30
MATTESON, BRANDY	223.18
MCM GENERAL CONTRACTORS	57,072.89
MESSINA, SANDRA	500.00
MILSOFT INTEGRATED SOLUTIONS	6,250.00
MINING ELECTRICAL SERVICES, LLC	6,800.00
MISC. VENDOR	15,189.04
MORRISON MAIERLE, INC.	28,273.88
MOUNTAIN VIEW BUILDING, INC.	273,768.30
MUNICIPAL ENERGY AGENCY OF NEBRASKA	507,867.75
MURPHY, TOM	331.10
MYERS, AMANDA	50.00
NAPIER, CARTER	287.02
NEWMAN SIGNS, INC.	123.00
NORCO, INC	1,930.62
NORTH STAR ENERGY & CONSTRUCTION	263,562.66
OCCUPATIONAL TESTING INC (OTI)	1,255.00
ONLINE INFORMATION SERVICES, INC.	43.15
OPTIMUM MEDIA SALES	2,495.00
PARKS PLUMBING	137.67
PCA ENGINEERING, INC.	97,544.92
PCMG, INC	285.00
PEGMEDIA INC	100.00
POWDER RIVER CONSTRUCTION, INC	465,828.48
POWDER RIVER ENERGY CORP.	1,118.47
POWDER RIVER OFFICE SUPPLY	4,662.94
PROELECTRIC, INC.	12,954.19
QUALITY AGG AND CONSTRUCTION INC	2,295.04
RECORD SUPPLY, INC.-NAPA	84.80
RINGER LAW, P.C.	2,323.75
ROCKY MOUNTAIN BUSINESS EQUIP, LLC	178.07
ROCKY MOUNTAIN HOIST SERVICE	880.00

S & S BUILDERS, LLC.	6,055.45
SALT CREEK VETERINARY CLINIC	50.00
SHERIDAN TENT & AWNING	120.00
SHIELDS PLUMBING HEAT & AIR	12,768.54
SIMON CONTRACTORS	131,666.48
SIMPSON'S PRINTING	1,130.00
SKYLINE GRILLE	950.00
SOLOMON ELECTRIC SUPPLY	2,000.00
SOLVINGTECH, LLC	47.70
SOUTHERN COMPUTER WAREHOUSE	4,197.51
SPIEGEL & MCDIARMID, LLP	1,005.00
SUNGARD PUBLIC SECTOR INC.	70.13
TEAM LABORATORY CHEMICAL CORP.	1,790.00
TECHNICAL MARKETING MFG., INC.	1,687.45
TRAVERSE, JEREMY	631.09
TRI-CITY EXCAVATION INC	1,215.00
TROXELL COMMUNICATIONS, INC.	828.00
TRUGREEN CHEMLAWN	59.50
TYLER TECHNOLOGIES INC.	235,609.97
U S TREASURY-EFTPS	204,774.05
UNIVERSAL ATHLETIC SERV.	965.00
UNTAMED DESIGN LLC	20.00
UPHOLSTERY BY LADONNA	165.00
UTILITY OVERPAYMENTS ONLY	2,062.73
VAN EWING CONSTRUCTION CORP	231,960.24
VERIPIC	4,060.00
VERIZON WIRELESS	160.04
VISIONARY COMMUNICATION	451.88
WARM	282,970.87
WASTE CONNECTIONS OF WYOMING	623.20
WELLS FARGO BANK	19,514.12
WELLS FARGO BANK - CHEYENNE	14,629.61
WESCO DISTRIBUTION, INC.	4,196.75
WEST PLAINS ENGINEERING	910.00
WESTERN INDUSTRIAL INC	175,627.16
WESTERN STATIONERS	5,166.06
WESTERN WASTE SOLUTIONS, INC	10,577.55
WILDE, SAWLEY	63.80
WYODAK RESOURCES DEVELOPMENT CORP.	33,266.00
WYOMING ART & FRAME CORP	700.00
WYOMING DEPARTMENT OF TRANSP	700.58
WYOMING MACHINERY CO.	3,798.90
WYOPASS	28.00
XEROX CORPORATION	2,738.67

It was moved by Councilman Rothleutner and seconded by Councilwoman Carter-King 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, Rothleutner, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

#### Approval of Conflict Claims

It was moved by Councilman Rothleutner and seconded by Councilman Jerred to approve a conflict claim for Councilwoman Carter-King in the amount of \$4,662.94 to Powder River Office Supply. Mayor

Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Jerred, McGrath, Rothleutner, 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 Jerred to approve a conflict claim for Mayor Murphy in the amount of \$331.10 for travel reimbursement to the WAM Convention and NEWEDC Board Meeting. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Rothleutner, Carter-King, Kuntz, and Jerred. Mayor Murphy abstained. The Presiding Officer declared the motion carried.

#### Oral Comments

#### For the Good of the Community

The Mayor and Council recognized the following Citizen Advisory Board Members for their years of service: Allen Strait, Board of Adjustment; Diane Hamilton, Personnel Review Board; and Damon Hart, Planning Commission.

#### 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 said there were none.

#### Ordinance Third Reading

#### ORDINANCE 3801

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR PROPERTY GENERALLY LOCATED AT 1000 SOUTH DOUGLAS HIGHWAY AND LEGALLY DESCRIBED AS A PORTION OF THE PROPOSED LOT 1-B, LASTING LEGACY PARK SUBDIVISION FROM R-2, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT, TO C-O, OFFICE AND INSTITUTIONAL DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS

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

#### New Business

It was moved by Councilwoman Carter-King and seconded by Councilman McGrath to approve a catering permit requested by Beverage Broker for July 27th, from 4:00 p.m. to 10:00 p.m., at the Harley Davidson Shop located at 3300 Conestoga Drive, for a bike sale event that will include outdoor music. Mayor Murphy asked for discussion. Bob Downey, owner, explained the event. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Rothleutner,

Carter-King, Kuntz, Jerred, McGrath, Opseth, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman Jerred to approve a catering permit requested by Beverage Broker for August 1st, from 4:00 p.m. to 10:00 p.m., at the Harley Davidson Shop located at 3300 Conestoga Drive, for a bike sale event that will include outdoor music. 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, Rothleutner, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Rothleutner and seconded by Councilman Kuntz to approve a catering permit requested by Mingles Lounge for July 19th from 8:00 p.m. to midnight for their "Hot Summer Nights" event that will include outdoor music. 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, Rothleutner, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman Rothleutner to approve a catering permit requested by Mingles Lounge for August 16th from 8:00 p.m. to midnight for their "Cool Summer Nights" event that will include outdoor music. 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, Rothleutner, Carter-King, Kuntz, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman McGrath and seconded by Councilman Kuntz to approve a parade permit requested by St. Matthew's Church for September 21st from 9:00 a.m. to 10:30 a.m. in celebration of St. Matthew Catholic Church Feast Day and the Second Annual Hispanic Catholic Congress. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Rothleutner, Carter-King, Kuntz, Jerred, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman Jerred to approve a professional services agreement for construction management services associated with the Westover Road Zone 2 Water Transmission Replacement Project with Morrison-Maierle in the amount of \$211,899. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Opseth, Rothleutner, Carter-King, Kuntz, Jerred, McGrath, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilman Rothleutner to purchase Lot 5 within Block 3 of the Bennor Estates Subdivision for a proposed master meter control building for the Gillette Regional Water Supply Project - Phase I District Extensions, from Ward Construction, LLC, in the amount of \$40,000. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Rothleutner, Carter-King, Kuntz, Jerred, McGrath, Opseth, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman McGrath and seconded by Councilman Rothleutner to amend the professional services agreement for construction phase services for Contract 3 and Contract 4a of the Gillette Madison Pipeline Project with Burns & McDonnell Engineering, Co., in the amount of \$280,000. 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, Rothleutner, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilman Jerred to amend the professional services agreement for construction phase services for the Schoonover 12-inch waterline to be funded by the Wyoming Business Council Grant and to be installed in conjunction with Contract 4a of the Gillette Madison Pipeline Project with Burns & McDonnell Engineering Co., in the amount of \$53,710. 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, Rothleutner, Carter-King, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilman Rothleutner to approve a pipeline license agreement for two (2) separate railroad crossing permits to be installed in conjunction with Contract 4c and 4d of the Gillette Madison Pipeline Project with BNSF Railway Company, in the amount of \$9,500. 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, Rothleutner, Carter-King, Kuntz, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilwoman Carter-King and seconded by Councilman McGrath to authorize the Mayor to sign a contract for the fiber lease to provide fiber connection between the Sheriff's Office and Cam-Plex Wyoming Center with the Campbell County IT Department. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: McGrath, Opseth, Rothleutner, Carter-King, Kuntz, Jerred, and Mayor Murphy. The Presiding Officer declared the motion carried.

#### RESOLUTION 2422

A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT  
FOR THE MINOR SUBDIVISION PLAT OF SKYLINE-WESTOVER  
FILING NO. 1 SUBDIVISION TO THE CITY OF GILLETTE,  
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS

It was moved by Councilman Rothleutner and seconded by Councilman McGrath to approve the foregoing Resolution approving and authorizing the final plat of the Skyline - Westover Filing No. 1 Subdivision to the City of Gillette, Wyoming, subject to all Planning requirements. Mayor Murphy asked for background information. City Administrator Napier reminded Council that the property was recently annexed into the city and zoned as C1. The applicant is seeking final plat approval to subdivide a parcel of property into two (2) lots for the purpose of future development. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Opseth, Rothleutner, Carter-King, Kuntz, Jerred, McGrath, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Opseth and seconded by Councilman Rothleutner to accept development improvements for the Garner Lake Village Subdivision, Phase 1, Filing 1, installed by North Star Energy & Construction, LLC, on behalf of developer, Writer Group Realty, Inc. Mayor Murphy asked for discussion. There was none. Roll was called on the motion with the following results. Council Members voting aye: Rothleutner, 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 Councilman Rothleutner to accept public improvements for the Gillette Streetscape - Hwy 50 and West 2nd Street Project, installed by G&G Landscaping, Inc., in the amount of \$268,404.02. Mayor Murphy asked for discussion. Councilman McGrath requested that staff look at using different sprinkler heads as he has received several complaints due to water being sprayed on the street. Councilman Jerred stated he too, has received several complaints of water being sprayed on the street and asked if this issue has been resolved. City Administrator Napier stated that he looked at the area personally and did not see any over spray of water onto the streets. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Carter-King, Kuntz, Jerred, McGrath, Opseth, Rothleutner, and Mayor Murphy. The Presiding Officer declared the motion carried.

It was moved by Councilman Jerred and seconded by Councilman McGrath to accept public improvements for the Alley PMS 2013 Project installed by S & S Builders, LLC, in the amount of \$176,275.61. 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, Rothleutner, Carter-King, 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 bid award for the Pathway Repairs 2013 Project to Simon Contractors, in the amount of \$124,073.95. Mayor Murphy asked for discussion. Councilman Kuntz informed Council he would abstain as he feels he has a conflict. Councilman Jerred requested an overview of what this project entails. City Administrator Napier explained the project will entail the repair of 4,910 linear feet of asphalt from Lakeway Road to Ridgecrest Drive along 4-J Road and West 4-J Road. Mr. Napier informed Council that the dollar amount for the project came in considerably less than the engineer's estimate. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Jerred, McGrath, Opseth, Rothleutner, Carter-King, and Mayor Murphy. Councilman Kuntz abstained. The Presiding Officer declared the motion carried.

#### Administrator's Report

Mayor Murphy asked for an Administrator's Report. City Administrator Napier stated there was none.

#### Special Orders of the Day

Mayor Murphy opened into a public hearing for the zoning map amendment for Lot 1, Block 4, Park Addition, from R-4, Multi Family Residential District to C-2, Central Business District. No comments were made and Mayor Murphy closed the public hearing.

#### ORDINANCE 13-21

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR PROPERTY GENERALLY LOCATED AT 200 RICHARDS AVENUE AND LEGALLY DESCRIBED AS LOT 1, BLOCK 4, PARK ADDITION, FROM R-4, MULTI FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS 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, Rothleutner, Carter-King,



Kuntz, Jerred, and Mayor Murphy. The Presiding Officer declared the motion carried.

Mayor Murphy opened into a public hearing for an Ordinance to establish hours of operation of sale for liquor license establishments from 6 a.m. to 2 a.m. the following day. No comments were made and Mayor Murphy closed the public hearing.

#### ORDINANCE 13-22

#### AN ORDINANCE TO ESTABLISH HOURS OF OPERATION FOR LIQUOR LICENSES AND AMEND SECTION 3-6 OF THE CITY CODE

It was moved by Councilwoman Carter-King and seconded by Councilman McGrath to approve the foregoing Ordinance on first reading. Councilman Kuntz expressed that he opposes the Ordinance and went on to say there is a lot of money spent for the prevention of alcohol use, and drinking and driving, and it seems we are making it more accessible; therefore, he will be voting nay. Councilman Opseth expressed that it isn't about the alcohol; it is to allow the businesses to stay open as allowed by State Statute without further control from the City. After the discussion, roll was called on the motion with the following results. Council Members voting aye: Opseth, Rothleutner, Carter-King, Jerred, McGrath, and Mayor Murphy. Voting nay: Kuntz. The Presiding Officer declared the motion carried.

#### Adjournment

There being no further business to come before the Council, the meeting was adjourned at 7:40 p.m. The next regularly scheduled meeting will be Monday, August 5, 2013.

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Tom Murphy, Mayor

(S E A L)

ATTEST:

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Karlene Abelseth, City Clerk

Publication date: July 24, 2013



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

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

**DATE:** 8/5/2013 7:00:00 PM

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**SUBJECT:**

Work Session - July 29, 2013.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Karlene Abelseth, City Clerk

**ATTACHMENTS:**

Click to download

☐ [Work Session - July 29, 2013](#)

## COUNCIL PROCEEDINGS

Work Session

July 29, 2013

5:50 p.m.

A Work Session meeting of the City Council of the City of Gillette, County of Campbell, State of Wyoming, was held on Monday the 29th day of July 2013 in the 2nd Floor Community Room at City Hall, pursuant to due notice and call. The Council members moved to the 3rd Floor Conference Room for an Executive Session on Personnel and returned to the 2nd Floor Community Room at 6:05 p.m. 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, Ted Jerred, Robin Kuntz, Kevin McGrath, John Opseth, Forrest Rothleutner, and Mayor Tom Murphy.

Staff present: J. Carter Napier, City Administrator; Pamela L. Boger, Administrative Services Director; Kendall Glover, Utilities Director; Dustin Hamilton, Director of Engineering and Development Services; Sawley Wilde, Public Works Director; Tom Pitlick, Finance Director; Steve Peterson, Utility Engineering Manager; Wayne Lindgren, Utility System Analyst; Kim Klein, Senior Administrative Assistant; Brie Barth, Solid Waste Supervisor; Troy Tyrrell, Solid Waste Lead; Brent Wasson, Lieutenant; Michael Foote, Sustainability Coordinator; Evan Byrd, Management Analyst; Joe Lunne, Public Information Officer; Patti Davidsmeier, Community & Gov't Relations Manager; and Cindy Staskiewicz, Deputy City Clerk.

It was moved by Councilman McGrath and seconded by Councilman Jerred to move into an Executive Session to discuss personnel. Roll was called on the motion with the following results. Council Members voting aye: Carter-King, Jerred, Kuntz, McGrath, Opseth, Rothleutner, and Mayor Murphy. The Presiding Officer declared the motion carried.

The work session resumed in the 2nd Floor Community Room at 6:05 p.m. City Administrator Napier informed Council that he would be leaving the meeting early and Utilities Director Glover would assume the role of acting City Administrator. He also requested that the order of the agenda be revised to accommodate the guests in attendance. The order of the agenda was changed as follows:

1. Discussion of Senior Center Dance Floor Request
2. Kentucky Coal Association/Friends of Coal Presentation
3. Discussion of Water Valve Replacement Quality
4. Discussion of Solid Waste Policies
5. Discussion of Memorial Benches and Trees
6. Review of August 5th Council Agenda

City Administrator Napier gave an overview of the request from the Campbell County Senior Center to replace the existing dance floor. It was originally discussed that the cost of the floor would be split between the Senior Center, the County and the City. The County has decided to not appropriate funding for the floor replacement. Councilman Opseth asked if the floor replacement was due to cosmetic issues or if the existing flooring created a hazard. City Administrator Napier stated that the flooring is scuffed and hard to maintain but he was not aware of any immediate hazards. Councilwoman Carter-King stated that historically, when the funding from other parties has been withdrawn, the City would leave the money appropriated in the budget. Councilman Kuntz stated that he would support funding half of the cost for the flooring. He felt the floor replacement

was important to avoid further deterioration of the flooring, which could create a hazard. Councilman Jerred and Mayor Murphy stated that their preference would be to provide the agreed upon funding of one third of the replacement amount. Mayor Murphy suggested that Councilman Kuntz, liaison to the Senior Center Board, notify the Senior Center Board at their next meeting that the original allocation of one third of the cost of replacing the dance floor will remain in the budget.

#### Warm Up Items

Councilman McGrath asked for discussion on funding for the Fire Department budget items. City Administrator Napier stated that Council appropriated funds for Capital Construction to replace the concrete at the fire station. The County appropriated funds for capital purchases rather than capital construction. Additional City funding has been requested and can be accomplished through a budget amendment. Finance Director Pitlick will provide detailed information of the requested budget increase in the August 2nd general information packet.

Councilman McGrath asked for updated information regarding the concrete replacement project at the fire station. Director of Engineering and Development Services Hamilton stated that the bid process has been initiated. He will provide Council with updated information in the August 2nd general information packet.

#### Friends of Coal

Dave Moss, Vice President of Friends of Coal from Kentucky, and Judy Colgan, Executive Director of the Rocky Mountain Coal Mine Institute, gave a presentation on the Friends of Coal organization. Ms. Colgan's organization, Friends of Coal West, represents 8 western states. The organization provides information on their website, [friendsofcoalwest.org](http://friendsofcoalwest.org) or their Facebook page, Friends of Coal. Mr. Moss introduced the Council to their Friends of Coal logo, which is copyrighted, but can be utilized with permission obtained through Ms. Colgan. The presentation highlighted the activities of the organization and encouraged community support. They discussed negative connotations associated with coal mining and the hurdles they have mastered to overcome some of the negativity. Councilman Kuntz commented about the many uninformed concerns that are continually expressed with the transporting of coal by rail. He said he recently traveled through Montana and noted the beautiful countryside, untouched by the trainloads of coal that pass through on a daily basis. Mr. Moss and Ms. Colgan encouraged the City of Gillette to become involved with the Friends of Coal organization.

City Administrator Napier relinquished the facilitation of the remainder of the meeting to Utilities Director Glover.

#### Valve Replacement Quality

Utilities Director Glover stated that in the Fall of 2012 the Utilities Department was presented with an economic valve alternative, which was extensively evaluated and reviewed by both the Utilities Department and Engineering Department and deemed to be equivalent in quality, with a cost savings of 20%-25%, when compared to the valves regularly utilized. The City purchased four valves for stock and, to date, has implemented three of the valves; no problems have surfaced. Controversy arose from a supplier indicating that the valves were inferior.

After further research, staff found no evidence to prove the valves inferior. It was the consensus of the council members to trust staff's expertise in determining the type of valves the City utilizes.

#### Solid Waste Policies

Public Works Director Wilde gave a presentation requesting direction from Council to replace a percentage of 3-yard dumpsters with rollout containers. The presentation outlined the current solid waste services provided by the City Solid Waste Division and private sector. Public Works Director Wilde stated that the current ordinance states that all residential customers must utilize City solid waste services. Private solid waste companies currently service a large majority of Gillette's apartment complexes. Director Wilde pointed out that in order to comply with the current ordinance, the City would have to provide solid waste services to the apartment complexes, or change the ordinance to allow the private sector to provide the service. Councilman Opseth and Councilman Jerred expressed concern with the feasibility of the City providing solid waste services to large apartment complexes. Councilman Rothleutner expressed concern with taking business from private industry and felt that large apartment complexes should be allowed to obtain competitive bids for solid waste services. Councilman Kuntz stated that there seems to be two separate issues; the conversion of the designated customers from 3-yard dumpsters to rollout containers, and addressing the issue of providing solid waste services to apartment complexes. Councilman Kuntz also stated that he didn't think the City should provide service for 20-yard containers. Acting City Administrator Glover asked if Council would endorse the continuation of the process of converting 3-yard dumpsters to rollout containers. Council gave a nod of approval to continue the conversion to rollout containers. He stated that additional research and information would be provided to Council regarding solid waste services for apartment complexes.

#### Memorial Benches and Trees

Public Works Director Wilde and Scott Clem, Chairman of the Parks and Beautification Board, presented a program that would allow individuals to purchase a bench or tree as a memorial. In the proposed program, the cost of a memorial bench would be \$1,500 and a memorial tree would cost \$500. Individuals could request the location of the memorial, but the ultimate location decision would be made by City Staff. An engraved plaque would be placed at the memorial location. Councilman McGrath opposed memorializing any individual who committed suicide and asked to attend the next Parks and Beautification Board meeting to discuss that topic. Councilwoman Carter-King did not feel the City should restrict memorializing any individual. Chairman Clem said the program allows citizens to invest in the community, and he doesn't think the City can legally limit who can be memorialized. The program will be re-addressed after Councilman McGrath attends the next Parks & Beautification Board meeting.

#### Agenda Item Discussion

The group discussed the agenda items for the August 5th Council Meeting.

Adjournment

There being no further business to come before the Council, the meeting was adjourned at 8:05 p.m.

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Tom Murphy, Mayor

(S E A L)

ATTEST:

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Cindy Staskiewicz, Deputy City Clerk

Publication Date: August 7, 2013



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

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

**DATE: 8/5/2013 7:00:00 PM**

**SUBJECT:**

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Generally Located at 200 Richards Avenue and Legally Described as Lot 1, Block 4, Park Addition, From R-4, Multi Family Residential District, to C-2, Central Business District, Subject to all Planning Requirements.

**BACKGROUND:**

Ordinance first reading 7/0

The owner is seeking approval of a Zoning Map Amendment in order to re-zone an existing lot to comply with the present use and desired future use of the property. The property is located at the intersection of Highway 14-16 and Richards Avenue on the southwest side near the former Casa Del Ray restaurant. The 7,000 square foot lot was platted in 1923 as part of the Park Addition, which is one of the oldest subdivisions in Gillette. The lot is currently zoned R-4, Multi Family Residential, however it has been used for commercial purposes in the past. Currently, the owner is parking vehicles that are advertised for sale on the lot. In order to continue the present use, the property needs to be re-zoned to a commercial zoning district. The owner would also like the option of placing a temporary structure such as a coffee hut on the lot. Mr. Simons has stated he does not intend to place a permanent structure on the lot due to the size restrictions of the property.

The owner originally requested C-1, General Commercial Zoning District, however the minimum size requirement of four (4) acres for a free standing C-1 District cannot be met. The owner has modified his request and has proposed a C-2, Central Business District for the property as it is adjacent to C-2 property on the north, east, and west side. The Comprehensive Plan shows the area as an Urban Corridor which includes a mix of commercial and residential development. The area is very close to the Downtown Mixed Use category identified in the Comprehensive Plan which supports the C-2, Central Business District. In addition, the close proximity to Highway 14-16 also supports a commercial use and is more suitable for commercial development than residential development. This re-zoning request is consistent with the Comprehensive Plan as it will allow for commercial uses and fit the existing development pattern.

The C-2, Central Business District is designed to serve the downtown area and promotes a dense mix of retail, commercial, institutional, and office uses. Due to the existing configuration and development pattern of the downtown area, the C-2, Central Business District does not have requirements for off-street parking or setbacks. The owner does not anticipate an issue with the available off-street parking on-site as he does not plan for a high volume use or permanent structure to occupy the property. The overall area is a mix of zoning districts and uses including R-4, Multi Family Residential, C-O, Office and Institutional, C-2, Central Business District, and C-1, General Commercial Zoning District. Planning staff will likely propose some re-districting with the Zoning Ordinance re-write in order to better serve mixed use areas such as this in the future. 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 was no obvious error in the zoning designation at the time the property was platted and zoned.*
- b. The zoning map may be amended to recognize changing conditions within the City. *This request does recognize changing conditions as the surrounding area along Highway 14-16 has developed as commercial rather than residential. The Comprehensive Plan supports commercial uses in this area due to the close proximity to the major state highway. The property is adjacent to C-2, Central Business District land and is very close to the Downtown Mixed Use area shown in the Comprehensive Plan.*

Section 12 of the City of Gillette Zoning Ordinance also provides for a minimum size land area of twenty acres for a C-2, Central Business District and two (2) acres for an R-4, Multi Family Residential 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 200 Richards Avenue and Legally Described as Lot 1, Block 4, Park Addition, From R-4, Multi Family Residential District, to C-2, Central Business 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 Map](#)
- ☐ [Case Sheet](#)
- ☐ [Ordinance](#)



# CITY OF GILLETTE PLANNING COMMISSION

## MINUTES OF THE REGULAR MEETING

City Council Chambers, City Hall

July 2, 2013 – 7:00 p.m.

### PRESENT

*Commission Members Present:* Clark Sanders, Lee Wittler, Adrienne Hahn, Jennifer Thomas, Billy Montgomery, Jim Howard, and Dallas Streets.

*Staff Present:* Dustin Hamilton, Director of Engineering and Development Services, Larry Manning, Planning Manager, 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. Mr. Sanders introduced the new Planning Commission members, Jim Howard and Adrienne Hahn.

### APPROVAL OF THE MINUTES

A motion was made by Mr. Streets, seconded by Ms. Thomas to approve the Minutes of the City Planning Commission Meeting on June 18, 2013. The motion to approve the Minutes carried 7/0.

### 13.015Z – Zoning Map Amendment – Lot 1, Block 4, Park Addition

Mr. Wittler made a motion to approve said case. Mr. Streets seconded the motion. Ms. Beecher presented the case and stated there was one (1) phone call regarding this case but no opposition.

There being no questions, a vote was taken on the motion. Motion carried 7/0.

### OLD BUSINESS

None

### NEW BUSINESS

Ms. Beecher stated there would be two (2) cases at the next Planning Commission Meeting being held on Tuesday, July 16, 2013.

### DIRECTOR'S REPORT

Ms. Beecher also stated there would be one (1) case at the next Joint City/County Planning Commission meeting on Thursday, July 18, 2013 at the County Courthouse.

### ADJOURNMENT

There being no further business, the meeting adjourned at 7:15 p.m.

Minutes prepared by

---

Tracy Olson  
Planning Administrative Assistant

Pcm070213minutes

# Aerial Map

Project Area

W 2nd St

Rockpile Blvd

Richards Ave

W 3rd St

Block0  
Lot 0  
TractTRACT A

Block  
Lot  
TractQ

Block3  
Lot 1  
TractNONE

Block4  
Lot 1  
TractNONE

Block4  
Lot 2  
TractNONE

Block4  
Lot 3  
TractNONE

Block4  
Lot 4  
TractNONE

Block4  
Lot 5  
TractNONE

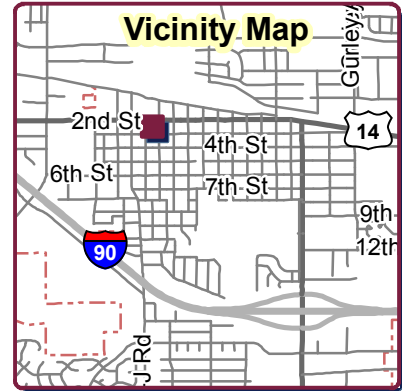
Block4  
Lot 6  
TractNONE



## CITY OF GILLETTE

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

## Vicinity Map



Project Area

Parcels

Zoning Districts

Zoning Classification, Zoning Description

- C-1, General Commercial District
- C-2, Central Business District
- C-O, Office and Institution District
- R-2, Single and Two Family Residential District
- R-4, Multiple Family Residential District

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



Y:\GIS Work\EDS\Planning\PlanningCommission\13.015Z

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Feet

13.015Z - Zoning Map Amendment  
for Lot 1, Block 4 of  
Park Addition

July 2, 2013

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

EXHIBIT  
SHOWING PROPOSED ZONE CHANGE  
**LOT 1, BLOCK 4  
PARK ADDITION**

CITY OF GILLETTE, WYOMING

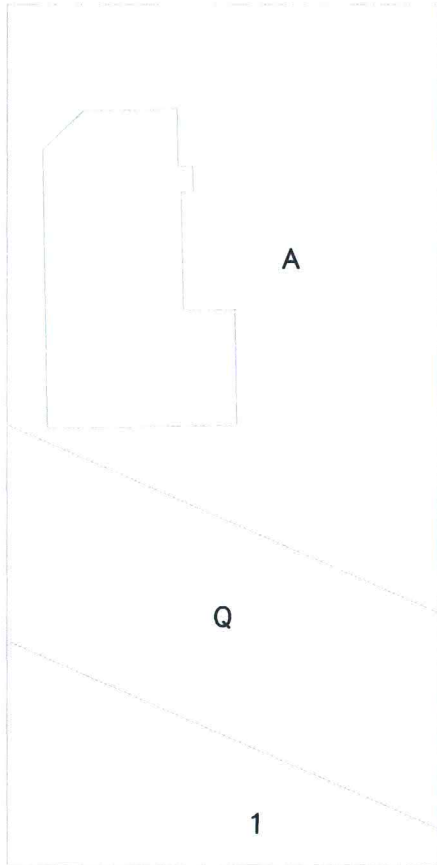


*HIGHWAY 14-16*  
100' ROW

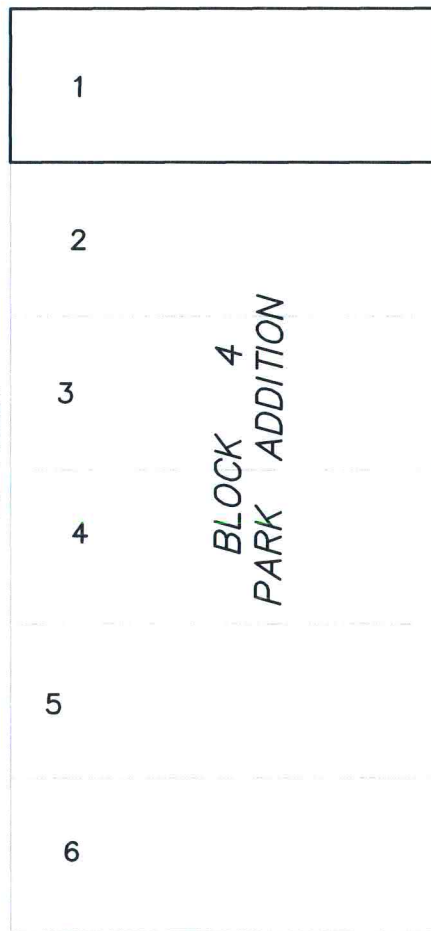
*HIGHWAY 14-16*  
60' ROW

SCALE  
1" = 20'

ROCKPILE BOULEVARD



20 ALLEY



BLOCK 4  
PARK ADDITION

RICHARDS AVENUE

PREPARED FOR:

Thomas G. Simons  
P.O. Box 3551  
Gillette, WY 82717

PREPARED BY:

**DOYLE SURVEYING, INC**  
801 E. Fourth St.  
Suite 15  
Gillette, WY 82716  
PH: (307) 686-2410

DATE OF PREPARATION: June, 2013

## Planning Commission Agenda Item for July 2, 2013

Case Number 13.015Z:           Zoning Map Amendment- Lot 1, Block 4, Park Addition

Applicant/Owner:           Tom Simons

Agent:                       Doyle Land Surveying

### Summary:

The owner is seeking approval of a Zoning Map Amendment in order to re-zone an existing lot to comply with the present use and desired future use of the property.

### Background:

The property is located at the intersection of Highway 14-16 and Richards Avenue on the southwest side near the former Casa Del Ray restaurant. The 7,000 square foot lot was platted in 1923 as part of the Park Addition, which is one of the oldest subdivisions in Gillette. The lot is currently zoned R-4, Multi Family Residential, however it has been used for commercial purposes in the past. Currently, the owner is parking vehicles that are advertised for sale on the lot. In order to continue the present use, the property needs to be re-zoned to a commercial zoning district. The owner would also like the option of placing a temporary structure such as a coffee hut on the lot. Mr. Simons has stated he does not intend to place a permanent structure on the lot due to the size restrictions of the property.

The owner originally requested C-1, General Commercial Zoning District, however the minimum size requirement of four (4) acres for a free standing C-1 District cannot be met. The owner has modified his request and has proposed a C-2, Central Business District for the property as it is adjacent to C-2 property on the north, east, and west side. The Comprehensive Plan shows the area as an Urban Corridor which includes a mix of commercial and residential development. The area is very close to the Downtown Mixed Use category identified in the Comprehensive Plan which supports the C-2, Central Business District. In addition, the close proximity to Highway 14-16 also supports a commercial use and is more suitable for commercial development than residential development. This re-zoning request is consistent with the Comprehensive Plan as it will allow for commercial uses and fit the existing development pattern.

The C-2, Central Business District is designed to serve the downtown area and promotes a dense mix of retail, commercial, institutional, and office uses. Due to the existing configuration and development pattern of the downtown area, the C-2, Central Business District does not have requirements for off-street parking or setbacks. The owner does not anticipate an issue with the available off-street parking on-site as he does not plan for a high volume use or permanent structure to occupy the property.

The overall area is a mix of zoning districts and uses including R-4, Multi Family Residential, C-O, Office and Institutional, C-2, Central Business District, and C-1, General Commercial Zoning District. Planning staff will likely propose some re-districting

with the Zoning Ordinance re-write in order to better serve mixed use areas such as this in the future.

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 was no obvious error in the zoning designation at the time the property was platted and zoned.*
- b. The zoning map may be amended to recognize changing conditions within the City. *This request does recognize changing conditions as the surrounding area along Highway 14-16 has developed as commercial rather than residential. The Comprehensive Plan supports commercial uses in this area due to the close proximity to the major state highway. The property is adjacent to C-2, Central Business District land and is very close to the Downtown Mixed Use area shown in the Comprehensive Plan.*

Section 12 of the City of Gillette Zoning Ordinance also provides for a minimum size land area of twenty acres for a C-2, Central Business District and two (2) acres for an R-4, Multi Family Residential 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 use of the property shall comply with all the standards and permitted uses listed in the C-2, Central Business District.
3. Any new development shall meet the development standards of the C-2, Central Business District and be reviewed and approved by the City of Gillette.

#### Staff Recommendation:

Staff recommends approval of the re-zoning request for property legally described as Lot 1, Block 4 of the Park Addition, as shown on the Exhibit "A" Map, subject to all Planning requirements.

*This case is tentatively scheduled for a Public Hearing and First Reading by City Council on July 15, 2013 in the City Council Chambers at 7:00 p.m.*

Save: 13.015Z Case Sheet

Attachments: Vicinity and Aerial Map, Exhibit A Map,

Case Manager: Staci Beecher

ePlans: 13-513

ORDINANCE NO.

AN ORDINANCE TO AMEND  
THE DISTRICT ZONING MAP  
OF THE CITY OF GILLETTE, WYOMING,  
FOR PROPERTY GENERALLY LOCATED  
AT 200 RICHARDS AVENUE  
AND LEGALLY DESCRIBED AS  
LOT 1, BLOCK 4, PARK ADDITION ,  
FROM R-4, MULTI FAMILY RESIDENTIAL DISTRICT,  
TO C-2, CENTRAL BUSINESS 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 200 Richards Avenue being legally described as Lot 1,  
Block 4, Park Addition, and shown on the attached Exhibit "A" Map,  
from R-4, Multi Family Residential District to C-2, Central Business  
District.

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

\_\_\_\_\_  
Tom Murphy, Mayor

(S E A L)

ATTEST:

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

Publication Date:



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

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

**DATE:** 8/5/2013 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 - Prepaids](#)
- ☐ [Wire Transfers](#)
- ☐ [UMB-Bank](#)

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 PROGRAM: GM339L  
 CITY OF GILLETTE/CITY CLERK  
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EXPENDITURE APPROVAL LIST  
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BANK: 00

FUND 001 GENERAL FUND		VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	NO	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE									AMOUNT
NO		NO							
DEPT 10 ADMINISTRATION DIV 10 MAYOR AND COUNCIL									
0066650	00	ALCHEMY ARTS, LLC							
STIPEND 13		PI0366 183288	00 06/30/2013		001-1010-411.90-11	ART OBJECTS		500.00	
								VENDOR TOTAL *	500.00
0001915	00	CAMPBELL COUNTY SENIOR CITIZEN							
JUNE 2013		PI0442 183270	00 07/11/2013		001-1010-411.90-10	MISC SERVICES		1,198.50	
								VENDOR TOTAL *	1,198.50
0007013	00	MURPHY, TOM							
6/12-15/13		3949	00 06/30/2013		001-1010-411.56-10	WAM CONVENTION		30.79	
								VENDOR TOTAL *	30.79
0004849	00	PETE LIEN & SONS, INC							
13POS/058339		PI0375 183298	00 06/13/2013		001-1010-411.90-11	PUBLIC WORKS & RELATED SE		214.50	
								VENDOR TOTAL *	214.50
0065509	00	SPRING CREEK DESIGNS							
23828		PI0338 183254	00 06/28/2013		001-1010-411.90-11	MISC SERVICES		240.00	
								VENDOR TOTAL *	240.00
0057680	00	WESTERN STATIONERS							
507053-0		PI0318 181395	00 06/24/2013		001-1010-411.61-50	EQUIPMENT MAINT & REPAIR		999.50	
								VENDOR TOTAL *	999.50
								DEPARTMENT TOTAL **	3,183.29



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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 10	ADMINISTRATION		DIV 20		ADMINISTRATION			
0006221	00	BASIN RADIO NETWORK						
MC-123067480	PI0326	183227	00	06/30/2013	001-1020-413.54-10	COMMUNICATIONS/MEDIA SERV	2,664.24	
						VENDOR TOTAL *	2,664.24	
0001205	00	GILLETTE ENERGY ROTARY CLUB						
2986	PI0380	183306	00	06/30/2013	001-1020-413.59-10	EDUCATIONAL SERVICES	192.50	
						VENDOR TOTAL *	192.50	
0066355	00	KEYHOLE BROADCASTING						
13060087-8	PI0333	183245	00	06/30/2013	001-1020-413.54-10	COMMUNICATIONS/MEDIA SERV	1,025.00	
						VENDOR TOTAL *	1,025.00	
0034298	00	NEWS RECORD						
06302013	PI0352	183272	00	06/30/2013	001-1020-413.54-10	COMMUNICATIONS/MEDIA SERV	5,186.92	
4TH OF JULY AD	PI0353	183272	00	06/30/2013	001-1020-413.54-10	COMMUNICATIONS/MEDIA SERV	35.00	
						VENDOR TOTAL *	5,221.92	
						DEPARTMENT TOTAL **	9,103.66	

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FUND 001 GENERAL FUND		VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	NO	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE	NO	NO	NO						AMOUNT
DEPT 10 ADMINISTRATION DIV 30 HUMAN RESOURCES									
0066600	00		AGUIRRE, JOHN						
6/12-15/13		4028		00	06/30/2013	001-1030-415.56-10	WAM CONVENTION	145.48	
VENDOR TOTAL *								145.48	
0005225	00		CAMPBELL COUNTY CHAMBER						
127318		PI0313	183318	00	05/23/2013	001-1030-415.29-30	COMMUNICATIONS/MEDIA SERV	2,007.50	
VENDOR TOTAL *								2,007.50	
0005245	00		CAMPBELL COUNTY HOSPITAL DIST						
V00024964884		PI0384	183320	00	06/05/2013	001-1030-415.34-10	HEALTH RELATED SERVICE	193.00	
VENDOR TOTAL *								193.00	
0005468	00		OCCUPATIONAL TESTING INC (OTI)						
OTI0006471		PI0465	183319	00	07/16/2013	001-1030-415.34-10	CLINICAL LAB TESTS	805.00	
OTI0006473		PI0466	183319	00	07/16/2013	001-1030-415.34-10	CLINICAL LAB TESTS	285.25	
VENDOR TOTAL *								1,090.25	
0065564	00		PINKERTON CONSULTING & INVESTIGAT						
653427		PI0385	183321	00	06/26/2013	001-1030-415.34-10	MISC SERVICES	859.65	
VENDOR TOTAL *								859.65	
DEPARTMENT TOTAL **								4,295.88	

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

DEPT 10 ADMINISTRATION DIV 40 CITY ATTORNEY

0067075	00	BEST BEST & KRIEGER LLP							
705387		PI0467	183322	00	07/03/2013	001-1040-411.32-30	MISC SERVICES	20,643.46	
VENDOR TOTAL *								20,643.46	
DEPARTMENT TOTAL **								20,643.46	

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FUND 001	GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
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DEPT 10	ADMINISTRATION				DIV 50	SPECIAL PROJECTS		
0004501	00	CAMPBELL COUNTY JOINT POWERS						
FY13 4TH QT	CAP18642		00	06/30/2013	001-1050-419.90-02	4TH QTR CAPITAL FUNDING	17,510.87	
						VENDOR TOTAL *	17,510.87	
0006630	00	COLLINS COMMUNICATIONS, INC						
300219	PI0356	183279	00	06/28/2013	001-1050-419.72-10	WATER FIRE HYDRANTS	45,649.51	
						VENDOR TOTAL *	45,649.51	
0066950	00	COORDINATED CARE PARTNERS						
2250	PI0463	183315	00	07/10/2013	001-1050-419.29-10	HEALTH RELATED SERVICE	273.00	
						VENDOR TOTAL *	273.00	
0006108	00	WYOMING WATER SOLUTIONS						
153083	PI0464	183316	00	07/09/2013	001-1050-419.29-10	HEALTH RELATED SERVICE	13.50	
						VENDOR TOTAL *	13.50	
						DEPARTMENT TOTAL **	63,446.88	

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FUND CUI	GENERAL FUND		
VEND NO	SEQ#	VENDOR NAME	
INVOICE		VOUCHER P.O.	
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AMOUNT

EFT, EPAY OR  
HAND-ISSUED  
AMOUNT

DEPT 15 ADMINISTRATIVE SERVICES DIV 10 ADMINISTRATIVE SERVICES

0066312 00 MILLER LANDSCAPING

0086312 00 MILLER LANDSCAPING  
25 AMERICAN LN PI0388 183325 00 06/05/2013 001-1510-419.43-10 MISC SERVICES

500.00

VENDOR TOTAL *	500.00
DEPARTMENT TOTAL **	500.00

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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 15 ADMINISTRATIVE SERVICES DIV 15 CITY CLERK

0034298	00	NEWS RECORD						
06302013	LEGALSPI0390	183327	00	06/30/2013	001-1515-419.54-10	OFFICE SUPPLIES	5,091.53	
						VENDOR TOTAL *	5,091.53	
						DEPARTMENT TOTAL **	5,091.53	

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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 15 ADMINISTRATIVE SERVICES DIV 20 JUDICIAL									
0005479	00	CAMPBELL CO JUVENILE PROBATION							
FY12/13	4TH	QTRPI0426	178768	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	1,254.10		
FY12/13	3RD	QTRPI0427	178768	00 07/23/2013	001-1520-412.32-40	MISC SERVICES	1,727.99		
FY12/13	3RD	QTRPI0428	178769	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	3,672.00		
FY12/13	4TH	QTRPI0429	178769	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	3,672.00		
FY12/13	3RD	QTRPI0430	178770	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	13,127.64		
FY12/13	4TH	QTRPI0431	178770	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	13,127.67		
VENDOR TOTAL *							36,581.40		
0005241	00	CAMPBELL COUNTY SHERIFF							
MAY 2013		PI0450	183284	00 07/15/2013	001-1520-412.32-40	MISC SERVICES	4,500.00		
JUNE 2013		PI0468	183328	00 07/24/2013	001-1520-412.32-40	MISC SERVICES	6,000.00		
VENDOR TOTAL *							10,500.00		
DEPARTMENT TOTAL **							47,081.40		

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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 15 ADMINISTRATIVE SERVICES DIV 24 MAINT OF CITY BUILDINGS											
0006993	00	ADECCO EMPLOYMENT SERVICES									
66697031	PI0371	183293 00 06/24/2013			001-1524-419.32-40	MISC SERVICES	93.17				
66707455	PI0453	183293 00 07/01/2013			001-1524-419.32-40	MISC SERVICES	84.70				
66726118	PI0454	183293 00 07/15/2013			001-1524-419.32-40	MISC SERVICES	44.80				
66726119	PI0455	183293 00 07/15/2013			001-1524-419.32-40	MISC SERVICES	44.80				
VENDOR TOTAL *							267.47				
0019335	00	HLADKY CONSTRUCTION									
101054	PI0369	183291 00 06/26/2013			001-1524-419.43-10	MISC SERVICES	1,740.06				
VENDOR TOTAL *							1,740.06				
DEPARTMENT TOTAL **							2,007.53				



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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 15	ADMINISTRATIVE SERVICES		DIV 25	INFORMATION TECHNOLOGY					
0032684	00	MOTOROLA							
78216728	PI0435	182952	00	07/15/2013	001-1525-419.34-10	MISC SERVICES	11,662.08		
						VENDOR TOTAL *	11,662.08		
0066897	00	TYLER TECHNOLOGIES INC.							
045-91519	PI0376	183300	00	06/27/2013	001-1525-419.75-10	EDUCATIONAL SERVICES	3,525.00		
045-91519	PI0377	183300	00	06/27/2013	001-1525-419.75-10	MISC SERVICES	2,771.77		
045-92272	PI0457	183299	00	07/12/2013	001-1525-419.75-10	EDUCATIONAL SERVICES	7,050.00		
045-92272	PI0458	183299	00	07/12/2013	001-1525-419.75-10	MISC SERVICES	4,748.91		
						VENDOR TOTAL *	18,095.68		
						DEPARTMENT TOTAL **	29,757.76		

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FUND 001		GENERAL FUND									
VEND NO	SEQ#	VENDOR NAME								EFT, RPAY 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 40 GEOGRAPHICAL INFORMATION

0005230	00	CAMPBELL COUNTY CLERK OFFICE									
71013	GIS	PI0461 183312 00 07/10/2013	001-1540-419.61-42	LIBRARY SERVICES				121.50			
								VENDOR TOTAL *		121.50	
								DEPARTMENT TOTAL **		121.50	

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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
DEPT 30	POLICE				DIV 10	ADMINISTRATION			
0004317	00	ACTION LOCK AND KEY							
25904	PI0303	183324	00	03/24/2013	001-3010-421.61-40	BUILDING MAINTENANCE/REPR	60.00		
						VENDOR TOTAL *	60.00		
0005241	00	CAMPBELL COUNTY SHERIFF							
MAY 2013	PI0451	183284	00	07/15/2013	001-3010-421.32-40	MISC SERVICES	9,425.00		
JUNE 2013	PI0469	183328	00	07/24/2013	001-3010-421.32-40	MISC SERVICES	7,350.00		
						VENDOR TOTAL *	16,775.00		
0006108	00	WYOMING WATER SOLUTIONS							
153082	PI0449	183275	00	07/09/2013	001-3010-421.61-40	MISC SERVICES	189.00		
						VENDOR TOTAL *	189.00		
						DEPARTMENT TOTAL **	17,024.00		

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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 30 SUBSTANCE ABUSE PREVENTION

0006221	00	BASIN RADIO NETWORK							
MC-113067458	PI0351	183267 00 06/30/2013	001-3030-421.92-05	MISC SERVICES		792.00			
				VENDOR TOTAL *		792.00			
0034298	00	NEWS RECORD							
ABUSE PREVENTINPI0350	183266	00 06/30/2013	001-3030-421.92-05	MISC SERVICES		594.00			
				VENDOR TOTAL *		594.00			
				DEPARTMENT TOTAL **		1,386.00			

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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 35 ANIMAL CONTROL

0004613	00	CAMPBELL COUNTY PREDATORY							
4/1-6/30/13	PI0329	183241 00 06/27/2013	001-3035-429.34-10	MISC SERVICES			1,875.00		
				VENDOR TOTAL *			1,875.00		
				DEPARTMENT TOTAL **			1,875.00		

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FUND 001		GENERAL 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 30 POLICE DIV 40 ANIMAL SHELTER OPERATIONS											
0002477	00	ANIMAL MEDICAL CENTER OF WYO LLC									
814957	PI0310	183307	00	05/16/2013	001-3040-429.34-10	MISC SERVICES	700.00				
814957	PI0311	183307	00	05/16/2013	001-3040-429.34-10	MISC SERVICES	335.00				
819878	PI0327	183240	00	06/27/2013	001-3040-429.34-10	MISC SERVICES	400.00				
819878	PI0328	183240	00	06/27/2013	001-3040-429.34-10	MISC SERVICES	234.50				
VENDOR TOTAL *							1,669.50				
0066801	00	BUFFALO VETERINARY CLINIC INC									
91157	PI0354	183274	00	06/07/2013	001-3040-429.34-10	MISC SERVICES	50.00				
VENDOR TOTAL *							50.00				
DEPARTMENT TOTAL **							1,719.50				

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

DEPT 35 PUBLIC WORKS DIV 10 ADMINISTRATION

0000384	00	JLC SIGN SYSTEMS INC.						
4978	PI0418	183354 00 06/27/2013	001-3510-419.61-42	MARKERS, SIGNS, TRAFFIC			35.50	
				VENDOR TOTAL *			35.50	
				DEPARTMENT TOTAL **			35.50	

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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 35	PUBLIC WORKS				DIV 15	PARKS & LANDSCAPING			
0001144	00	ALSCO							
LCAS780115	PI0387	183323	00	06/24/2013	001-3515-452.42-10	CLEANING SERVICES	37.40		
						VENDOR TOTAL *	37.40		
0001845	00	BIG D SANITATION CORP							
302784	PI0315	183348	00	05/18/2013	001-3515-452.44-20	BUILDING, FABRICATED	4,760.00		
302889	PI0424	183362	00	06/15/2013	001-3515-452.44-20	BUILDING, FABRICATED	4,825.00		
						VENDOR TOTAL *	9,585.00		
0077777	00	BUSH, THOMAS							
FY12/13	BOOTS	18636	00	06/30/2013	001-3515-452.61-41	BOOT REIMBURSEMENT	75.00		
						VENDOR TOTAL *	75.00		
0005247	00	CAMPBELL COUNTY WEED & PEST							
1187	PI0374	183296	00	06/27/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	11,548.93		
967	PI0378	183303	00	06/05/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	16.00		
1038	PI0379	183303	00	06/12/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	24.85		
						VENDOR TOTAL *	11,589.78		
0066905	00	CONNELYS SCENIC LANDSCAPING							
CITY FLOWERS	PI0394	183332	00	06/01/2013	001-3515-452.61-41	PARK, PLAYGROUND, SWIMMING	21,517.35		
						VENDOR TOTAL *	21,517.35		
0006678	00	CONTRACTORS SUPPLY, INC.							
561178	PI0323	182981	00	06/20/2013	001-3515-452.61-41	GROUNDS & PARK SERVICES	2,122.80		
						VENDOR TOTAL *	2,122.80		
0077777	00	COOPER, BROOKLYN							
FY12/13	BOOTS	18637	00	06/30/2013	001-3515-452.61-70	BOOT REIMBURSEMENT	75.00		
						VENDOR TOTAL *	75.00		
0008291	00	DESIGN/CONSTRUCTION LLC							
786	PI0306	183350	00	04/29/2013	001-3515-452.61-41	MISC SERVICES	2,310.00		
						VENDOR TOTAL *	2,310.00		
0077777	00	FORTUNA, TRISTA							
FY12/13	BOOTS	18634	00	06/30/2013	001-3515-452.61-70	BOOT REIMBURSEMENT	75.00		
						VENDOR TOTAL *	75.00		
0066722	00	GAMETIME							
821172	PI0355	183277	00	06/10/2013	001-3515-452.61-41	PARK, PLAYGROUND, SWIMMING	420.75		
						VENDOR TOTAL *	420.75		
0000692	00	GILLETTE WINNELSON COMPANY							
214482	00	PI0383	183313	00	06/25/2013	001-3515-452.61-41	ELECTRONIC COMPONENTS	208.43	
						VENDOR TOTAL *	208.43		
0067067	00	GROWTH PRODUCTS LTD							
IN40647	PI0408	183346	00	06/20/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	619.85		
IN40648	PI0409	183346	00	06/20/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	528.95		
IN40649	PI0410	183346	00	06/20/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	355.50		
IN40650	PI0411	183346	00	06/20/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	639.78		
IN40651	PI0412	183346	00	06/20/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	170.75		
IN40740	PI0436	183004	00	07/01/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN	3,134.00		
						VENDOR TOTAL *	5,448.83		
0077777	00	HINSHAW, TAYLOR							
FY12/13	BOOTS	18641	00	06/30/2013	001-3515-452.61-70	BOOT REIMBURSEMENT	75.00		
						VENDOR TOTAL *	75.00		
0077777	00	JONES, GARY							
FY12/13	BOOTS	18633	00	06/30/2013	001-3515-452.61-70	BOOT REIMBURSEMENT	75.00		
						VENDOR TOTAL *	75.00		
0000891	00	LONG'S PLBG. & HTG. INC.							
28376	PI0419	183355	00	06/17/2013	001-3515-452.32-40	GROUNDS & PARK SERVICES	1,603.24		



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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	SFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED	
NO	NO	NO						AMOUNT	
-----									
DEPT 35	PUBLIC WORKS				DIV 15	PARKS & LANDSCAPING			
0000891	00	LONG'S PL&G.& HTG. INC.							
						VENDOR TOTAL *	1,603.24		
0004908	00	PARKS PLUMBING							
14966	PI0307	183356 00 04/30/2013	001-3515-452.61-41	BUILDING MAINTENANCE/REPR			405.79		
15020	PI0365	183286 00 06/21/2013	001-3515-452.61-41	MISC SERVICES			106.66		
15025	PI0413	183347 00 06/18/2013	001-3515-452.61-41	BUILDING MAINTENANCE/REPR			3,110.00		
15026	PI0414	183347 00 06/26/2013	001-3515-452.61-41	BUILDING MAINTENANCE/REPR			1,240.00		
						VENDOR TOTAL *	4,862.45		
0004154	00	PLANT SHACK							
0516	PI0321	182383 00 06/12/2013	001-3515-452.61-41	GROUNDS & PARK SERVICES			1,449.12		
0504	PI0367	183289 00 06/25/2013	001-3515-452.61-41	PARK, PLAYGROUND, SWIMMING			606.24		
0510	PI0368	183289 00 06/28/2013	001-3515-452.61-41	PARK, PLAYGROUND, SWIMMING			475.66		
0503	PI0400	183339 00 06/24/2013	001-3515-452.61-41	PARK, PLAYGROUND, SWIMMING			1,415.58		
						VENDOR TOTAL *	3,946.60		
0003376	00	PROELECTRIC, INC.							
20130618	PI0360	183283 00 06/10/2013	001-3515-452.61-41	PUBLIC WORKS & RELATED SE			446.93		
20130689	PI0363	183283 00 06/25/2013	001-3515-452.61-41	PUBLIC WORKS & RELATED SE			9,715.83		
20130660	PI0406	183345 00 06/20/2013	001-3515-452.61-41	MISC SERVICES			5,372.00		
20130681	PI0407	183345 00 06/25/2013	001-3515-452.61-41	MISC SERVICES			162.00		
						VENDOR TOTAL *	15,696.76		
0066777	00	RYAN SANITATION							
39387	PI0416	183351 00 06/29/2013	001-3515-452.61-41	MISC SERVICES			712.05		
						VENDOR TOTAL *	712.05		
0077777	00	SCHRIEBER, KAYCEE							
FY12/13	18635	00 06/30/2013	001-3515-452.61-41	BOOT REIMBURSEMENT			75.00		
						VENDOR TOTAL *	75.00		
0005954	00	SHERWIN-WILLIAMS							
6209-0	PI0417	183353 00 06/17/2013	001-3515-452.43-10	EQUIPMENT MAINT & REPAIR			416.65		
						VENDOR TOTAL *	416.65		
0077777	00	STEPHENS, SHAWNA							
FY12/13	18807	00 06/30/2013	001-3515-452.61-41	BOOT REIMBURSEMENT			75.00		
						VENDOR TOTAL *	75.00		
0066501	00	TEAM LABORATORY CHEMICAL CORP.							
92682	PI0364	183285 00 06/17/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN			188.75		
						VENDOR TOTAL *	188.75		
0053356	00	UNIVERSAL ATHLETIC SERV.							
302-0011095-01	PI0336	183251 00 06/14/2013	001-3515-452.42-10	CLOTHING & APPAREL			637.50		
						VENDOR TOTAL *	637.50		
0000033	00	WARNE CHEMICAL & EQPT. CO.							
097977	PI0397	183337 00 06/12/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN			794.68		
099365	PI0398	183337 00 06/18/2013	001-3515-452.61-41	FERTILIZERS & SOIL CONDTN			38.20		
						VENDOR TOTAL *	832.88		
0065628	00	WESTERN SERVICES, LLC							
2391	PI0476	183359 00 07/01/2013	001-3515-452.61-41	BRUSHES (NOT CLASSIFIED)			1,600.00		
						VENDOR TOTAL *	1,600.00		
0001646	00	WYOMING RED ROCK							
932	PI0415	183349 00 06/26/2013	001-3515-452.61-41	GROUNDS & PARK SERVICES			560.00		
						VENDOR TOTAL *	660.00		
						DEPARTMENT TOTAL **	84,922.22		

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FUND 001	GENERAL FUND							
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 35	PUBLIC WORKS			DIV 20	SWIMMING POOL			
0003827	00	HAWKINS, INC.						
3480910	PI0404	183344	00 06/19/2013	001-3520-451.61-41	AIR COMPRESSORS & ACCESS	3,438.04		
3483211	PI0405	183344	00 06/26/2013	001-3520-451.61-41	AIR COMPRESSORS & ACCESS	1,987.50		
3478213	PI0420	183358	00 06/12/2013	001-3520-451.61-41	CHEMICAL, COMM, BULK	5,077.42		
					VENDOR TOTAL *	10,502.96		
0003376	00	PROELECTRIC, INC.						
20130569	PI0314	183345	00 05/29/2013	001-3520-451.43-10	MISC SERVICES	130.00		
					VENDOR TOTAL *	130.00		
0004208	00	RECREATION SUPPLY COMPANY, INC.						
259861	PI0401	183340	00 06/20/2013	001-3520-451.61-70	EQUIPMENT MAINT & REPAIR	838.50		
					VENDOR TOTAL *	838.50		
					DEPARTMENT TOTAL **	11,471.46		

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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.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE		NO	NO					AMOUNT
NO		NO	NO					
DEPT 35 PUBLIC WORKS DIV 25 FORESTRY								
0003144	00	ALSCO						
LCAS780114	PI0386	183323	00	06/24/2013	001-3525-452.42-10	CLOTHING & APPAREL	4.36	
VENDOR TOTAL *							4.36	
0066905	00	CONNELYS SCENIC LANDSCAPING						
TREES	PI0395	183332	00	06/28/2013	001-3525-452.32-40	NURSERY STOCK & SUPPLIES	6,120.00	
VENDOR TOTAL *							6,120.00	
DEPARTMENT TOTAL **							6,124.36	

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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 35	STREETS		
0001845	00	BIG D SANITATION CORP						
302891		PI0421 183361 00 06/15/2013			001-3535-431.43-20	BUILDING, FABRICATED	100.00	
303002		PI0422 183361 00 06/18/2013			001-3535-431.61-50	BUILDING, FABRICATED	300.00	
302892		PI0423 183361 00 06/22/2013			001-3535-431.43-20	BUILDING, FABRICATED	100.00	
						VENDOR TOTAL *	500.00	
0006577	00	BLACK CAT CONSTRUCTION LLC						
1327		PI0332 183243 00 06/27/2013			001-3535-431.36-10	PUBLIC WORKS & RELATED SE	31,929.76	
						VENDOR TOTAL *	31,929.76	
0004312	00	DESERT MOUNTAIN CORP						
12-27313		PI0304 180270 00 04/23/2013			001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	3,449.07	
12-27573		PI0305 180270 00 04/23/2013			001-3535-431.61-41	ROAD/HIGHWAY MATERIAL	5,045.54	
						VENDOR TOTAL *	8,494.61	
0005008	00	DXP ENTERPRISES, INC						
5958109		PI0330 183242 00 06/06/2013			001-3535-431.61-50	PUBLIC WORKS & RELATED SE	33.00	
6011991		PI0331 183242 00 06/27/2013			001-3535-431.61-70	PUBLIC WORKS & RELATED SE	1,450.00	
						VENDOR TOTAL *	1,483.00	
0066441	00	FRANDSON SAFETY, INC.						
46309		PI0308 183244 00 05/10/2013			001-3535-431.61-70	PUBLIC WORKS & RELATED SE	32.00	
						VENDOR TOTAL *	32.00	
0004849	00	PETE LIEN & SONS, INC						
13POS/066429		PI0358 183281 00 06/27/2013			001-3535-431.43-34	PUBLIC WORKS & RELATED SE	327.54	
						VENDOR TOTAL *	327.54	
0051135	00	POWDER RIVER ENERGY CORP.						
U3361 6/13		PI0472 183341 00 07/18/2013			001-3535-431.51-30	MISC SERVICES	35.73	
U9600 6/13		PI0473 183341 00 07/18/2013			001-3535-431.51-30	MISC SERVICES	32.69	
U3706 6/13		PI0474 183341 00 07/25/2013			001-3535-431.51-30	MISC SERVICES	29.40	
						VENDOR TOTAL *	97.82	
0003376	00	PROELECTRIC, INC.						
20130683		PI0343 183263 00 06/28/2013			001-3535-431.43-21	MISC SERVICES	1,280.00	
20130684		PI0344 183263 00 06/28/2013			001-3535-431.61-51	MISC SERVICES	3,120.00	
20130688		PI0349 183265 00 06/28/2013			001-3535-431.43-21	MISC SERVICES	1,867.50	
20130691		PI0389 183326 00 06/27/2013			001-3535-431.43-20	PUBLIC WORKS & RELATED SE	1,638.45	
						VENDOR TOTAL *	7,905.95	
0066209	00	R T CONSTRUCTION						
1104		PI0334 183249 00 06/24/2013			001-3535-431.43-34	PUBLIC WORKS & RELATED SE	4,500.00	
1105		PI0335 183249 00 06/24/2013			001-3535-431.43-32	PUBLIC WORKS & RELATED SE	1,887.00	
						VENDOR TOTAL *	6,387.00	
0066777	00	RYAN SANITATION						
37651		PI0309 183250 00 05/08/2013			001-3535-431.43-34	PUBLIC WORKS & RELATED SE	14,030.00	
						VENDOR TOTAL *	14,030.00	
0066337	00	SIMON CONTRACTORS						
102611		PI0437 183246 00 07/03/2013			001-3535-431.43-34	PUBLIC WORKS & RELATED SE	106,397.28	
						VENDOR TOTAL *	106,397.28	
0065628	00	WESTERN SERVICES, LLC						
2366		PI0337 183252 00 06/27/2013			001-3535-431.36-10	PUBLIC WORKS & RELATED SE	3,200.00	
						VENDOR TOTAL *	3,200.00	
						DEPARTMENT TOTAL **	180,784.96	

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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 40 ENGINEERING DIV 10 ENGINEERING

0003221	00	PCA ENGINEERING, INC.						
19202	PI0443	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	175.00	
19203	PI0444	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	175.00	
19204	PI0445	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	246.00	
19208	PI0446	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	175.00	
19211	PI0447	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	272.50	
19212	PI0448	183273	00	07/02/2013	001-4010-419.34-10	MISC SERVICES	248.25	

VENDOR TOTAL *	1,291.75
DEPARTMENT TOTAL **	1,291.75

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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 40	ENGINEERING				DIV 25	TRAFFIC SAFETY			
0003317	00	MACHINE PRODUCTS, INC.							
2157	PI0312	183310	00	05/31/2013	001-4025-424.61-70	VEHICLE PARTS AND SERVICE	411.00		
VENDOR TOTAL *							411.00		
DEPARTMENT TOTAL **							411.00		
001	GENERAL FUND			CASH ON HAND	2,633,350.06-	FUND TOTAL ***	492,278.64		

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FUND 201	1 1/2 OPT SALES TAX 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 10	ADMINISTRATION		DIV 11	1 1/2 OPTIONAL SALES TAX					
0006577	00	BLACK CAT CONSTRUCTION LLC							
1336		PI0462 183314 00 07/12/2013			201-1011-419.74-02	PUBLIC WORKS & RELATED SE	5,080.00		
						VENDOR TOTAL *	5,080.00		
0006977	00	BOB DEGEN PLUMBING							
900		PI0475 183357 00 07/01/2013			201-1011-419.73-11	BUILDING MAINTENANCE/REPR	650.00		
						VENDOR TOTAL *	650.00		
0005479	00	CAMPBELL CO JUVENILE PROBATION							
FY12/13 3RD QTR		PI0432 178771 00 07/15/2013			201-1011-419.90-03	MISC SERVICES	3,750.00		
FY12/13 4TH QTR		PI0433 178771 00 07/15/2013			201-1011-419.90-03	MISC SERVICES	2,844.54		
						VENDOR TOTAL *	6,594.54		
0000044	00	CAMPBELL COUNTY PARKS AND							
2013 FIREWORKS		PI0434 178900 00 07/17/2013			201-1011-419.90-04	MISC SERVICES	4,000.00		
						VENDOR TOTAL *	4,000.00		
0066905	00	CONNELYS SCENIC LANDSCAPING							
60 TREES		PI0396 183332 00 06/28/2013			201-1011-419.73-11	NURSERY STOCK & SUPPLIES	9,900.00		
						VENDOR TOTAL *	9,900.00		
0006678	00	CONTRACTORS SUPPLY, INC.							
562604		PI0324 183101 00 06/29/2013			201-1011-419.73-11	GROUNDS & PARK SERVICES	4,430.00		
						VENDOR TOTAL *	4,430.00		
0065510	00	FOUR FRONT DESIGN, INC.							
07		PI0403 183343 00 06/25/2013			201-1011-419.73-11	MISC SERVICES	1,000.00		
						VENDOR TOTAL *	1,000.00		
0005454	00	GILLETTE GOLF CLUB CORP.							
FY12/13 2ND PMT		PI0425 178700 00 07/25/2013			201-1011-419.90-04	MISC SERVICES	25,000.00		
						VENDOR TOTAL *	25,000.00		
0005405	00	GILLETTE REPRODUCTIVE HEALTH							
FY12/13 2ND PMT		PI0316 178732 00 06/30/2013			201-1011-419.90-03	MISC SERVICES	15,000.00		
						VENDOR TOTAL *	15,000.00		
0045009	00	GREAT WETERN PARK & PLAYGROUND							
1305030		PI0322 182427 00 06/21/2013			201-1011-419.73-11	ELECTRONIC COMPONENTS	48,016.70		
						VENDOR TOTAL *	48,016.70		
0006445	00	HKM ENGINEERING INC.							
PR #26 06EN40		PI0485 165794 00 07/08/2013			201-1011-419.74-11	PUBLIC WORKS & RELATED SE	2,110.00		
PR #9 12UT06		PI0490 180124 00 07/05/2013			201-1011-419.74-20	PUBLIC WORKS & RELATED SE	3,621.50		
						VENDOR TOTAL *	5,731.50		
0003051	00	MCM GENERAL CONTRACTORS							
13-158		PI0402 183342 00 06/20/2013			201-1011-419.73-11	MISC SERVICES	4,166.18		
						VENDOR TOTAL *	4,166.18		
0003376	00	PROELECTRIC, INC.							
20130598		PI0359 183283 00 06/04/2013			201-1011-419.73-11	PUBLIC WORKS & RELATED SE	680.29		
20130628		PI0361 183283 00 06/10/2013			201-1011-419.73-11	MISC SERVICES	15,839.74		
20130629		PI0362 183283 00 06/12/2013			201-1011-419.73-11	PUBLIC WORKS & RELATED SE	3,922.34		
						VENDOR TOTAL *	20,442.37		
0066337	00	SIMON CONTRACTORS							
PR #2 12EN26		PI0491 183304 00 07/03/2013			201-1011-419.43-31	PUBLIC WORKS & RELATED SE	179,084.34		
						VENDOR TOTAL *	179,084.34		
0065689	00	STEINER THUESSEN PLLC							
ENZI DR 7/3/13		PI0452 183290 00 07/03/2013			201-1011-419.73-01	GROUNDS & PARK SERVICES	1,892.80		
PR #4 13EN26		PI0478 182132 00 03/03/2013			201-1011-419.73-11	PUBLIC WORKS & RELATED SE	8,981.75		
						VENDOR TOTAL *	10,874.55		
0067071	00	WELLS FARGO BANK - CHEYENNE							

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FUND NO	1% OPT SALES TAX 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 10 ADMINISTRATION

DIV 11 1% OPTIONAL SALES TAX

0067071	00	WELLS FARGO BANK - CHEYENNE						
RET #2 12EN26	PI0477	183305 00 07/22/2013	201-1011-419.43-31	PUBLIC WORKS & RELATED SE			19,898.26	

VENDOR TOTAL *	19,898.26
DEPARTMENT TOTAL **	359,868.44
FUND TOTAL ***	359,868.44

201 1% OPT SALES TAX FUND	CASH ON HAND	2,339,717.32-
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FUND 301	MADISON WATER LINE								
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 45 UTILITIES DIV 30 WATER									
0006506	00	BURNS & MCDONNELL CORP							
PR #13	07EN58A	PI0480 178226	00	06/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	155,912.02		
PR #42	07EN58	PI0486 166396	00	07/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	55,826.60		
PR #41	07EN58	PI0487 166396	00	07/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	59,654.53		
PR #14	07EN58A	PI0488 178226	00	07/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	162,804.89		
VENDOR TOTAL *							434,198.04		
0006092	00	CITY OF GILLETTE							
RET #13	07EN58	PI0479 178224	00	06/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	7,313.21		
RET #11	07EN58BPI0481	178762	00	06/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	156,804.57		
VENDOR TOTAL *							164,117.78		
0007095	00	GARNEY WYOMING, INC.							
PR #11	07EN58	PI0484 181715	00	06/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	1,411,241.10		
VENDOR TOTAL *							1,411,241.10		
0066917	00	GROUND ENGINEERING CONSULTANTS							
PR #11	07EN58	PI0482 179041	00	06/13/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	12,041.00		
VENDOR TOTAL *							12,041.00		
0006445	00	HXM ENGINEERING INC.							
PR #10	12UT05	PI0489 179728	00	07/02/2013	301-4530-441.74-21	PUBLIC WORKS & RELATED SE	37,913.89		
VENDOR TOTAL *							37,913.89		
0051135	00	POWDER RIVER ENERGY CORP.							
UI5439	5/13	PI0317 180936	00	06/25/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	166.32		
VENDOR TOTAL *							166.32		
0066886	00	TIC - THE INDUSTRIAL COMPANY WYO.							
PR #13	07EN58	PI0483 181393	00	06/28/2013	301-4530-441.74-11	PUBLIC WORKS & RELATED SE	90,196.21		
VENDOR TOTAL *							90,196.21		
DEPARTMENT TOTAL **							2,149,874.34		
FUND TOTAL ***							2,149,874.34		
301	MADISON WATER LINE	CASH ON HAND			3,051,345.76-				

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FUND 501 UTILITIES ADMINISTRATION									
VEND NO	SEQ#	VENDOR NAME		BNK CHECK/DUE		ACCOUNT	ITEM	CHECK	EST, EPAY OR
INVOICE		VOUCHER	P.O.	DATE			DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO			NO			AMOUNT
-----									
DEPT 45 UTILITIES DIV 11 CUSTOMER SERVICE									
0001343	00	SUNGARD PUBLIC SECTOR INC.							
68319		PI0471	183335	00 07/12/2013		501-4511-440.38-10	EQUIPMENT MAINT & REPAIR	65.89	
								VENDOR TOTAL *	65.89
								DEPARTMENT TOTAL **	65.89
501	UTILITIES ADMINISTRATION		CASH ON HAND	140,317.36-			FUND TOTAL ***	65.89	

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FUND 502 SOLID WASTE FUND		VENDOR NAME		BNK CHECK/DUE		ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
INVOICE	NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
DEPT 45 UTILITIES DIV 20 SOLID WASTE									
0005237	00	CAMPBELL COUNTY ENGINEERS							
JUNE 2013	PI0357	183280	00	06/30/2013	502-4520-432.32-40	PUBLIC WORKS & RELATED SE	79,273.50		
VENDOR TOTAL *							79,273.50		
0001636	00	TOTER, INC.							
KB 319610	PI0319	181857	00	06/18/2013	502-4520-432.61-50	CONTAINERS	34,008.00		
VENDOR TOTAL *							34,008.00		
DEPARTMENT TOTAL **							113,281.50		
FUND TOTAL ***							113,281.50		
502 SOLID WASTE FUND		CASH ON HAND		68,293.23					

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FUND 503 WATER FUND		VEND NO		SEQ#	VENDOR NAME	BNK	CHCK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	NO	VOUCHER	P.O.	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
DEPT 45 UTILITIES DIV 30 WATER											
0066817	00	NORTH STAR ENERGY & CONSTRUCTION									
8468		PI0325	183134	00	06/27/2013		503-4530-441.43-42	ROAD HWY HEAVY EQUIPMENT	6,544.49		
									VENDOR TOTAL *	6,544.49	
0004908	00	PARKS PLUMBING									
14900		PI0301	183330	00	01/25/2013		503-4530-441.34-10	BUILDING MAINTENANCE/REPR	139.85		
									VENDOR TOTAL *	139.85	
0051135	00	POWDER RIVER ENERGY CORP.									
DR5102 6/13		PI0391	183331	00	06/30/2013		503-4530-441.51-30	MISC SERVICES	986.12		
DR5565 6/13		PI0392	183331	00	06/30/2013		503-4530-441.51-30	MISC SERVICES	14,289.94		
DW6066 6/13		PI0393	183331	00	06/30/2013		503-4530-441.51-30	MISC SERVICES	82.60		
DE0507 5/13		PI0438	183260	00	07/09/2013		503-4530-441.51-30	MISC SERVICES	1,343.35		
DE0647 5/13		PI0456	183295	00	07/09/2013		503-4530-441.51-30	MISC SERVICES	437.25		
									VENDOR TOTAL *	17,139.26	
0002579	00	WYOMING DEPARTMENT OF HEALTH									
I0000752		PI0440	183268	00	07/08/2013		503-4530-441.34-10	MISC SERVICES	888.00		
									VENDOR TOTAL *	888.00	
									DEPARTMENT TOTAL **	24,711.60	
									FUND TOTAL ***	24,711.60	
503 WATER FUND		CASH ON HAND		267,870.75							

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FUND 504	POWER FUND							
VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT
								EFT, EPAY OR HAND-ISSUED AMOUNT
DEPT 45	UTILITIES					DIV 40 POWER		
0003051	00	MCM GENERAL CONTRACTORS						
13-176		PI0342 183262 00 06/28/2013			504-4540-442.74-30	PUBLIC WORKS & RELATED SE	26,683.09	
						VENDOR TOTAL *	26,683.09	
0004897	00	ONE CALL OF WYOMING COPR						
32561		PI0439 183261 00 07/02/2013			504-4540-442.34-10	MISC SERVICES	379.50	
						VENDOR TOTAL *	379.50	
0051135	00	POWDER RIVER ENERGY CORP.						
13978		PI0470 183329 00 07/23/2013			504-4540-442.51-30	MISC SERVICES	5,250.00	
						VENDOR TOTAL *	5,250.00	
0003578	00	POWER ENGINEERS INC.						
118801		PI0460 183302 00 07/18/2013			504-4540-442.43-51	MISC SERVICES	10,269.66	
						VENDOR TOTAL *	10,269.66	
0003376	00	PROELECTRIC, INC.						
20130685		PI0345 183264 00 06/17/2013			504-4540-442.74-30	MISC SERVICES	39,994.87	
20130687		PI0346 183265 00 06/14/2013			504-4540-442.34-10	MISC SERVICES	2,266.20	
20130694		PI0347 183265 00 06/26/2013			504-4540-442.34-10	MISC SERVICES	3,873.69	
20130695		PI0348 183265 00 06/26/2013			504-4540-442.34-10	MISC SERVICES	1,147.50	
						VENDOR TOTAL *	47,282.26	
0001296	00	SCOTT BROTHERS INC.						
10415		PI0459 183301 00 07/17/2013			504-4540-442.43-52	MISC SERVICES	7,913.36	
						VENDOR TOTAL *	7,913.36	
						DEPARTMENT TOTAL **	97,777.87	
504	POWER FUND				CASH ON HAND	1,765,994.56	FUND TOTAL ***	97,777.87

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FUND 505 SEWER FUND		VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO	NO						AMOUNT
DEPT 45 UTILITIES									
DIV 50 SEWER									
0006577	00	BLACK CAT CONSTRUCTION LLC							
1295		PI0302 183259 00 02/08/2013			505-4550-443.43-10		EQUIPMENT MAINT & REPAIR	1,770.52	
VENDOR TOTAL *								1,770.52	
0004049	00	BORDER STATES ELECTRIC							
905851532		PI0341 183258 00 06/26/2013			505-4550-443.75-10		EQUIPMENT MAINT & REPAIR	6,271.00	
VENDOR TOTAL *								6,271.00	
0066229	00	DYKMAN ELECTRICAL INC.							
312859A-IN		PI0320 182203 00 06/30/2013			505-4550-443.75-10		ELECTRICAL EQUIP & SUPPLY	5,678.45	
VENDOR TOTAL *								5,678.45	
0065897	00	FLOGISTIX - WYOMING, LLC							
503783		PI0300 183297 00 01/14/2013			505-4550-443.43-20		EQUIPMENT MAINT & REPAIR	378.03	
VENDOR TOTAL *								378.03	
0001490	00	NORCO, INC							
11622450		PI0399 183338 00 06/12/2013			505-4550-443.42-10		MISC SERVICES	21.57	
VENDOR TOTAL *								21.57	
0051135	00	POWDER RIVER ENERGY CORP.							
DE0214 5/13		PI0441 183269 00 07/09/2013			505-4550-443.51-10		MISC SERVICES	808.41	
VENDOR TOTAL *								808.41	
0003376	00	PROELECTRIC, INC.							
20130600		PI0339 183257 00 06/05/2013			505-4550-443.75-10		MISC SERVICES	939.38	
20130690		PI0340 183257 00 06/26/2013			505-4550-443.75-10		MISC SERVICES	1,078.00	
VENDOR TOTAL *								2,017.38	
DEPARTMENT TOTAL **								16,945.36	
FUND TOTAL ***								16,945.36	
505 SEWER FUND		CASH ON HAND		96,166.16					

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FUND 601		BUILDING MAINTENANCE 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 15	ADMINISTRATIVE SERVICES				DIV 24	MAINT OF CITY BUILDINGS					
0006993	00	ADECCO EMPLOYMENT SERVICES									
66697032	PI0172	183293	00	06/24/2013	601-1524-419.32-40	MISC SERVICES	609.84				
66697033	PI0173	183293	00	06/24/2013	601-1524-419.32-40	MISC SERVICES	220.22				
							VENDOR TOTAL *	830.06			
0038520	00	OVERHEAD DOOR CO COPR									
136049	PI0170	183292	00	06/21/2013	601-1524-419.43-10	MISC SERVICES	144.00				
							VENDOR TOTAL *	144.00			
							DEPARTMENT TOTAL **	974.06			
601	BUILDING MAINTENANCE FUND			CASH ON HAND	36,374.32-	FUND TOTAL ***	974.06				

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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, SPAY OR HAND-ISSUED AMOUNT	
-----											
DEPT 00		DIV 00									
0006690	00	HD SUPPLY POWER SOLUTIONS, LTD									
2280815-00	PI0299	00 07/16/2013	603-0000-140.01-00	ELECTRICAL EQUIP & SUPPLY			765.00				
							VENDOR TOTAL *	765.00			
							DEPARTMENT TOTAL **	765.00			
603 CITY WAREHOUSE FUND		CASH ON HAND	259,826.06-	FUND TOTAL ***			765.00				



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FUND 604 VEHICLE MAINTENANCE									
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 15 ADMINISTRATIVE SERVICES DIV 50 VEHICLE MAINTENANCE									
0000383	00	SAFETY-KLEEN SYSTEMS, INC.							
61195683		PIO381 183308 00 06/26/2013		604-1550-419.44-20		VEHICLE PARTS AND SERVICE	652.12		
VENDOR TOTAL *							652.12		
0005375	00	SOUTHWESTERN EQUIPMENT COMPANY							
028214		PIO382 183309 00 06/26/2013		604-1550-419.61-41		VEHICLE PARTS AND SERVICE	545.40		
VENDOR TOTAL *							545.40		
DEPARTMENT TOTAL **							1,197.52		
FUND TOTAL ***							1,197.52		
TOTAL EXPENDITURES ****							3,257,740.22		
604	VEHICLE MAINTENANCE			CASH ON HAND	126,764.65-				
GRAND TOTAL *****								3,257,740.22	

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>00-UNDEFINED</b>			
<b>00-UNDEFINED</b>			
1716-EDGE CONSTRUCTION SUPPLY			
	453	TRASH BAGS	191.85
		<b>VENDOR TOTAL:</b>	<b>191.85</b>
77777-MISC ONE TIME VENDOR			
	141	RETURN OF FINANCIAL GUARANTEE-GARNER LAKE SUB	307,473.04
		<b>VENDOR TOTAL:</b>	<b>307,473.04</b>
99999-MISC RESTITUTIONS			
	376	RESTITUTION PAYMENT FROM BRANDON DAY	6.56
	377	RESTITUTION PAYMENT FROM ARACELY VILLEGAS	200.00
	378	RESTITUTION PAYMENT FROM MIGUEL MANRIQUEZ	100.00
	379	RESTITUTION PAYMENT FROM NICHOLE AANERUD - FINAL	27.47
	380	RESTITUTION PAYMENT FROM JAYLEIGH KIEWEL - FINAL	6.56
	381	RESTITUTION PAYMENT FROM STEVEN THACKER	200.00
	382	RESTITUTION PAYMENT FROM PAYTON YOUNG	500.00
	383	RESTITUTION PAYMENT FROM TREVA ADAMS	150.00
	384	RESTITUTION PAYMENT FROM MANUAL RODRIGUES	100.00
	385	RESTITUTION PAYMENT FROM CHANGEL WELLING	100.00
	386	RESTITUTION PAYMENT FROM ROSETTA BORRING - FINAL	67.60
	387	RESTITUTION PAYMENT FROM JAYLEIGH KIEWEL - FINAL	15.91
	388	RESTITUTION PAYMENT FROM STEPHANIE LUNBERY - FINAL	10.94
	389	RESTITUTION PAYMENT FROM JULIE RYAN - FINAL	93.99
	390	RESTITUTION PAYMENT FROM THOMAS RIEGERT	500.00
		<b>VENDOR TOTAL:</b>	<b>2,079.03</b>
2435-WYOMING STATE			
	268	JUDICIAL AUTOMATION FEES	6,118.91
		<b>VENDOR TOTAL:</b>	<b>6,118.91</b>
		<b>DIVISION TOTAL:</b>	<b>315,862.83</b>
		<b>DEPARTMENT TOTAL:</b>	<b>315,862.83</b>

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Invoice Number		Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>01-MAYOR &amp; COUNCIL</b>			
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE			
5		MEMBERSHIP INVESTMENT	5,000.00
		<b>VENDOR TOTAL:</b>	<b>5,000.00</b>
2487-LOUISE CARTER KING			
77		JULY INTERNET REIMBURSEMENT	23.73
		<b>VENDOR TOTAL:</b>	<b>23.73</b>
2565-ROBIN KUNTZ			
78		JULY INTERNET REIMBURSEMENT	14.98
		<b>VENDOR TOTAL:</b>	<b>14.98</b>
2589-SWEETWATER GAP ENTERPRISES LLC			
283		MAYOR & COUNCIL DINNER	380.00
284		COUNCIL DINNER 7/15/13	380.00
285		NEWY MUNICIPAL LEADERS MEETING 7/13/13	425.00
286		MAYOR & COUNCIL MEETING DINNER	212.00
		<b>VENDOR TOTAL:</b>	<b>1,397.00</b>
		<b>DIVISION TOTAL:</b>	<b>6,435.71</b>
<b>03-PUBLIC ACCESS</b>			
1091-AVI SYSTEMS			
139		SUPPORT SRVC AGREEMENT-CAROUSEL HARDWARE/SOFTWARE	1,500.00
		<b>VENDOR TOTAL:</b>	<b>1,500.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,500.00</b>
<b>04-SPECIAL PROJECTS</b>			
7777-MISC ONE TIME VENDOR			
281		OUTPATIENT CONDITIONING	75.00
		<b>VENDOR TOTAL:</b>	<b>75.00</b>
1468-NE WY ECONOMIC DEVELOPMENT COALITION			
434		FY13/14 SERVICE FUNDING	12,500.00
		<b>VENDOR TOTAL:</b>	<b>12,500.00</b>
		<b>DIVISION TOTAL:</b>	<b>12,575.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>20,510.71</b>



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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>20-HUMAN RESOURCES</b>			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
	439	RETURN TO WORK SCREENS-M LACY	193.00
	440	RETURN TO WORK SCREENS-W WAGNER	193.00
	441	RETURN TO WORK SCREENS-B KAW	193.00
		<b>VENDOR TOTAL:</b>	<b>579.00</b>
7777-MISC ONE TIME VENDOR			
	280	MEETING WWAM & DEPT OF WORK FORCE SERVICES	142.38
	282	STEEL TOE BOOTS FOR JOBO SHADOWING IN FIELD	144.15
		<b>VENDOR TOTAL:</b>	<b>286.53</b>
		<b>DIVISION TOTAL:</b>	<b>865.53</b>
<b>21-SAFETY</b>			
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE			
	279	2ND QTR PEERS RECOGNITION GOLD BUCKS	12,562.50
		<b>VENDOR TOTAL:</b>	<b>12,562.50</b>
		<b>DIVISION TOTAL:</b>	<b>12,562.50</b>
		<b>DEPARTMENT TOTAL:</b>	<b>13,428.03</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>25-FINANCE</b>			
<b>25-FINANCE</b>			
<b>1970-GOVERNMENT FINANCE OFFICE ASSOCIATION</b>			
	142	MEMBERSHIP RENEWAL - 8/1/13-7/31/14	150.00
		<b>VENDOR TOTAL:</b>	<b>150.00</b>
		<b>DIVISION TOTAL:</b>	<b>150.00</b>
<b>26-CUSTOMER SERVICE</b>			
<b>1082-ARROW PRINTING AND GRAPHICS INC</b>			
	140	BUSINESS CARDS - DAYLEENA	76.90
		<b>VENDOR TOTAL:</b>	<b>76.90</b>
<b>1460-CRAIG'S VENDING</b>			
	287	SUCKERS	218.50
		<b>VENDOR TOTAL:</b>	<b>218.50</b>
<b>88888-MISC UTILITY OVERPAYMENTS</b>			
	111	UTILITY REFUND	410.50
	112	UTILITY REFUNDS	126.75
	113	UTILITY REFUNDS	147.24
	114	UTILITY REFUNDS	67.40
	115	UTILITY REFUNDS	32.50
	116	UTILITY REFUND	40.91
	117	UTILITY REFUNDS	20.45
	118	UTILITY REFUND	118.44
	119	UTILITY REFUNDS	120.79
	120	UTILITY REFUND	138.65
	121	UTILITY REFUND	104.62
	122	UTILITY REFUND	87.18
	123	UTILITY REFUND	155.89
	124	UTILITY REFUND	179.77
	125	UTILITY REFUND	157.63
	126	UTILITY REFUND	22.56
	127	UTILITY REFUND	79.52
	128	UTILITY REFUND	158.08

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>25-FINANCE</b>			
<b>26-CUSTOMER SERVICE</b>			
<b>88888-MISC UTILITY OVERPAYMENTS</b>			
	129	UTILITY REFUND	171.86
	130	UTILITY REFUND	90.02
	131	UTILITY REFUND	116.41
	132	UTILITY REFUND	85.74
	366	UTILITY REFUND	43.08
	367	UTILITY REFUND - LINA & JONATHAN GERKE	24.25
	368	UTILITY REFUND	155.21
	369	UTILITY REFUND	73.35
	370	UTILITY REFUND	59.52
	371	UTILITY REFUND	101.34
	372	UTILITY REFUND	176.85
	373	UTILITY REFUND	107.56
	374	UTILITY REFUND	41.10
	375	UTILITY REFUND	4.11
		<b>VENDOR TOTAL:</b>	<b>3,419.28</b>
<b>2182-U S POSTAL SERVICE</b>			
	288	POSTAGE FOR CUSTOMER SERVICE BILLING	25,000.00
		<b>VENDOR TOTAL:</b>	<b>25,000.00</b>
		<b>DIVISION TOTAL:</b>	<b>28,714.68</b>
<b>27-PURCHASING</b>			
<b>1086-AT &amp; T MOBILITY NATIONAL ACCOUNTS</b>			
	251	CELL PHONE USAGE AND NET MOTION LICENSES	2,254.35
		<b>VENDOR TOTAL:</b>	<b>2,254.35</b>
<b>1358-CENTURYLINK</b>			
	252	PHONE USAGE	17.16
	253	PHONE USAGE	293.85
	254	PHONE USAGE	27.69
	255	PHONE USAGE	1,266.53
	256	PHONE USAGE	28.44



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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>25-FINANCE</b>			
<b>27-PURCHASING</b>			
1358-CENTURYLINK			
	257	PHONE USAGE	31.50
	258	PHONE USAGE	45.87
	259	PHONE USAGE	20.58
	260	PHONE USAGE	46.25
	261	PHONE CHARGES	218.10
		<b>VENDOR TOTAL:</b>	<b>1,995.97</b>
2222-VERIZON WIRELESS			
	262	DATA DEVICE CHARGES	345.35
		<b>VENDOR TOTAL:</b>	<b>345.35</b>
		<b>DIVISION TOTAL:</b>	<b>4,595.67</b>
		<b>DEPARTMENT TOTAL:</b>	<b>33,460.35</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
7777-MISC ONE TIME VENDOR			
	241	SPRAY HEAD/NOZZLE REBATE	27.50
	242	IRRIGATION SYSTEM REBATE	373.00
	243	TOILET REBATE	50.00
	244	IRRIGATION SYSTEM REBATE	175.50
	245	IRRIGATION SYSTEM REBATE	50.00
	246	IRRIGATION SYSTEM REBATE	117.50
	247	IRRIGATION SYSTEM REBATE	274.00
	248	IRRIGATION SYSTEM REBATE	115.00
	249	IRRIGATION SYSTEM REBATE	28.50
	250	IRRIGATION SYSTEM REBATE	115.00
	266	IRRIGATION SYSTEM REBATE	270.00
	364	IRRIGATION AUDIT REBATE	50.00
		<b>VENDOR TOTAL:</b>	<b>1,646.00</b>
1511-NORCO INC			
	363	SMOKER'S TUBE FOR CIGARETTE LITTER PREVENTION PRGM	1,341.40
		<b>VENDOR TOTAL:</b>	<b>1,341.40</b>
		<b>DIVISION TOTAL:</b>	<b>2,987.40</b>
<b>31-CITY CLERK/PRINT SHOP</b>			
1249-MAILFINANCE			
	150	LEASE PAYMENT FOR POSTAGE MACHINE 8/13-8/14	6,108.00
		<b>VENDOR TOTAL:</b>	<b>6,108.00</b>
2037-POWDER RIVER OFFICE SUPPLY			
	263	NOTARY STAMP - T JEWELL	31.50
		<b>VENDOR TOTAL:</b>	<b>31.50</b>
2259-WAMCAT			
	152	MEMBERSHIP K ABELSETH FY13/14	65.00
		<b>VENDOR TOTAL:</b>	<b>65.00</b>
		<b>DIVISION TOTAL:</b>	<b>6,204.50</b>



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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>33-MAINT OF CITY BUILDINGS</b>			
<b>1040-ALSCO</b>			
	191	RUG CLEANING	129.25
	193	RUG CLEANING	148.25
	302	RUG CLEANING	129.25
	304	RUG CLEANING	148.25
		<b>VENDOR TOTAL:</b>	<b>555.00</b>
<b>1077-ARCHITECTURAL SPECIALTIES LLC</b>			
	194	ELECTRIC HOLD OPEN CLOSERS	1,404.00
		<b>VENDOR TOTAL:</b>	<b>1,404.00</b>
<b>1397-COLLINS COMMUNICATIONS INC</b>			
	195	ACCESS CONTROL, FIRE & HEATED VEHICLE CUST CARE	2,420.00
	196	SECURITY ALARM MONITORING	50.00
	197	FIRE ALARM MONITORING	86.00
	305	NEW DOOR STRIKE WITH SWIPE	892.55
		<b>VENDOR TOTAL:</b>	<b>3,448.55</b>
<b>1844-FARMER BROTHERS COMPANY</b>			
	307	COFFEE, TEA, & COCOA	313.03
	309	COFFEE, CAPPACHINO, SUGAR, SPLENDA	369.15
		<b>VENDOR TOTAL:</b>	<b>682.18</b>
<b>1947-GILLETTE WINNELSON COMPANY</b>			
	311	STUFF FOR ANIMAL SHELTER SINK	6.56
		<b>VENDOR TOTAL:</b>	<b>6.56</b>
<b>1511-NORCO INC</b>			
	200	VACUUM CLEANER	799.92
	461	TRASH BAGS	629.40
		<b>VENDOR TOTAL:</b>	<b>1,429.32</b>
<b>1786-SHERWIN WILLIAMS</b>			
	313	PAINT FOR CITY HALL	77.43
		<b>VENDOR TOTAL:</b>	<b>77.43</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>33-MAINT OF CITY BUILDINGS</b>			
2067-SOURCEGAS			
	314	NATURAL GAS - HEAT	17.42
	315	NATURAL GAS - HEAT	2,133.08
		<b>VENDOR TOTAL:</b>	<b>2,150.50</b>
2093-STALKUPS RV SUPERSTORE INCE			
	320	SOLAR PANEL FOR GENERATOR BATTERIES	165.44
		<b>VENDOR TOTAL:</b>	<b>165.44</b>
1748-THAT EMBROIDERY PLACE			
	306	NEW SHIRTS FOR FACILITIES STAFF	936.52
		<b>VENDOR TOTAL:</b>	<b>936.52</b>
		<b>DIVISION TOTAL:</b>	<b>10,855.50</b>
<b>34-INFORMATION TECHNOLOGY</b>			
1086-AT & T MOBILITY NATIONAL ACCOUNTS			
	251	CELL PHONE USAGE AND NET MOTION LICENSES	8,662.50
		<b>VENDOR TOTAL:</b>	<b>8,662.50</b>
1872-FLEXSYSTEMS			
	438	WW FLEX MAINTENANCE	2,100.00
		<b>VENDOR TOTAL:</b>	<b>2,100.00</b>
1816-ISC INC			
	145	CALL CENTER FOR IP MANAGER	3,190.40
	430	VMWARE SUPPORT SUBSCRIPTION FO	28,096.41
		<b>VENDOR TOTAL:</b>	<b>31,286.81</b>
1871-NOVELL INC			
	431	NOVELL PRODUCTS FOR FY 2014	30,087.70
		<b>VENDOR TOTAL:</b>	<b>30,087.70</b>
2070-SOUTHERN COMPUTER WAREHOUSE			
	462	SCANNER	8,395.02
		<b>VENDOR TOTAL:</b>	<b>8,395.02</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>34-INFORMATION TECHNOLOGY</b>			
<b>2230-SWEET DELIVERIES</b>			
	146	TYLER Q & A LUNCHEON	517.50
		<b>VENDOR TOTAL:</b>	<b>517.50</b>
		<b>DIVISION TOTAL:</b>	<b>81,049.53</b>
		<b>DEPARTMENT TOTAL:</b>	<b>101,096.93</b>



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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
<b>1040-ALSCO</b>			
	202	RUG CLEANING	61.25
	204	RUG CLEANING	61.25
	206	RUG CLEANING	61.25
		<b>VENDOR TOTAL:</b>	<b>183.75</b>
<b>1429-AMANDA MORRISON</b>			
	215	DUI BLOOD DRAW	50.00
	216	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>100.00</b>
<b>2010-ANDREANNA PIERCE</b>			
	217	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
<b>1082-ARROW PRINTING AND GRAPHICS INC</b>			
	207	A EDMONSON BUSINESS CARDS	57.00
		<b>VENDOR TOTAL:</b>	<b>57.00</b>
<b>1150-BEAR'S NATURALLY CLEAN</b>			
	210	UNIFORM CLEANING	612.45
		<b>VENDOR TOTAL:</b>	<b>612.45</b>
<b>1140-CATHY BARNEY</b>			
	208	DUI BLOOD DRAW	50.00
	209	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>100.00</b>
<b>1397-COLLINS COMMUNICATIONS INC</b>			
	326	MOBILE MARK ANTENNA	240.64
		<b>VENDOR TOTAL:</b>	<b>240.64</b>
<b>1798-ENTENMANN ROVIN COMPANY</b>			
	212	SGT. BADGE	96.50
		<b>VENDOR TOTAL:</b>	<b>96.50</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
1624-IACP NETLOGIN			
	213	ANNUAL FEE TO IACP 9/13-9/14	800.00
		<b>VENDOR TOTAL:</b>	<b>800.00</b>
2564-JENNIFER IVORY			
	214	DUI BLOOD DRAW	50.00
		<b>VENDOR TOTAL:</b>	<b>50.00</b>
2388-WYOMING PEACE OFFICER ASSOC			
	220	WPOA BANQUET	35.00
		<b>VENDOR TOTAL:</b>	<b>35.00</b>
		<b>DIVISION TOTAL:</b>	<b>2,325.34</b>
<b>44-ANIMAL CONTROL</b>			
2371-WYOMING ASSOC OF ANIMAL CONTROL OFFICERS			
	219	GILLETTE ACO 2013-14 MEMBERSHIP	30.00
		<b>VENDOR TOTAL:</b>	<b>30.00</b>
		<b>DIVISION TOTAL:</b>	<b>30.00</b>
<b>45-ANIMAL SHELTER</b>			
1040-ALSCO			
	201	RUG CLEANING	14.80
	203	RUG CLEANING	14.80
	205	RUG CLEANING	14.80
	277	RUG CLEANING	14.80
		<b>VENDOR TOTAL:</b>	<b>59.20</b>
2071-PROELECTRIC INC			
	218	EUTHANASIA CHAMBER REPAIRS	1,016.01
		<b>VENDOR TOTAL:</b>	<b>1,016.01</b>
2067-SOURCEGAS			
	278	NATURAL GAS - HEAT	109.47
		<b>VENDOR TOTAL:</b>	<b>109.47</b>
		<b>DIVISION TOTAL:</b>	<b>1,184.68</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,540.02</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>50-PUBLIC WORKS ADMIN</b>			
1082-ARROW PRINTING AND GRAPHICS INC			
	228	M COX BUSINESS CARDS	76.90
		<b>VENDOR TOTAL:</b>	<b>76.90</b>
1819-SMILING MOOSE DELI			
	229	SOLID WASTE LUNCH MEETING	80.42
		<b>VENDOR TOTAL:</b>	<b>80.42</b>
		<b>DIVISION TOTAL:</b>	<b>157.32</b>
<b>51-PARKS</b>			
1459-CPS DISTRIBUTORS			
	290	SENTINEL CONTROL MODULE & OUTPUT BOARD	8,014.00
		<b>VENDOR TOTAL:</b>	<b>8,014.00</b>
7777-MISC ONE TIME VENDOR			
	292	WORK BOOTS	75.00
		<b>VENDOR TOTAL:</b>	<b>75.00</b>
2020-PLANT SHACK			
	230	SHRUBS FOR CITY HALL	867.99
	231	PERENNIALS FOR CITY HALL & CITY WEST	504.08
		<b>VENDOR TOTAL:</b>	<b>1,372.07</b>
2067-SOURCEGAS			
	291	NATURAL GAS - HEAT	15.23
		<b>VENDOR TOTAL:</b>	<b>15.23</b>
		<b>DIVISION TOTAL:</b>	<b>9,476.30</b>
<b>52-POOL</b>			
2067-SOURCEGAS			
	293	NATURAL GAS - HEAT	2,413.71
		<b>VENDOR TOTAL:</b>	<b>2,413.71</b>
		<b>DIVISION TOTAL:</b>	<b>2,413.71</b>



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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>53-FORESTRY</b>			
1040-ALSCO			
	232	UNIFORM CLEANING	4.36
		<b>VENDOR TOTAL:</b>	<b>4.36</b>
		<b>DIVISION TOTAL:</b>	<b>4.36</b>
<b>54-STREETS</b>			
1040-ALSCO			
	233	UNIFORM CLEANING	60.66
	234	UNIFORM CLEANING	60.66
	235	UNIFORM CLEANING	60.66
	294	UNIFORM CLEANING	60.66
		<b>VENDOR TOTAL:</b>	<b>242.64</b>
1133-BALFOUR BEATTY RAIL			
	295	TRACK INSPECT	242.40
		<b>VENDOR TOTAL:</b>	<b>242.40</b>
1717-INTERMOUNTAIN CONSTRUCTION AND MATERIALS CORP			
	296	CRUSHED ROCK	1,585.98
		<b>VENDOR TOTAL:</b>	<b>1,585.98</b>
2067-SOURCEGAS			
	297	NATURAL GAS - HEAT	15.76
		<b>VENDOR TOTAL:</b>	<b>15.76</b>
		<b>DIVISION TOTAL:</b>	<b>2,086.78</b>
		<b>DEPARTMENT TOTAL:</b>	<b>14,138.47</b>

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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>60-ENGINEERING &amp; DEV SERVICES</b>			
<b>61-BUILDING INSPECTION</b>			
2375-WYOMING CONFERENCE BUILDING OFFICAL			
	162	MEMBERSHIP ROGERS 2013	50.00
	163	MEMBERSHIP BROWN 2013	50.00
	164	MEMBERSHIP HALL 2013	50.00
		<b>VENDOR TOTAL:</b>	<b>150.00</b>
		<b>DIVISION TOTAL:</b>	<b>150.00</b>
<b>63-PLANNING</b>			
1764-JLC SIGN SYSTEMS INC			
	157	ENGRAVING - L MANNING, A MANNING, J HOWARD	119.40
		<b>VENDOR TOTAL:</b>	<b>119.40</b>
2403-WYOPASS			
	158	REG BEECHER FALL CONFERENCE 2013	125.00
	159	REG MANNING FALL CONFERENCE 2013	125.00
		<b>VENDOR TOTAL:</b>	<b>250.00</b>
		<b>DIVISION TOTAL:</b>	<b>369.40</b>
<b>64-CODE COMPLIANCE</b>			
1908-G C S			
	267	MOWING & WEEDEATING-3516 FOOTHILLS BLVD	265.00
	160	MOWING 301 W 10TH ST	30.00
	161	MOWING & WEEDEATING 1001 MEADOW ROSE AVENUE	110.00
		<b>VENDOR TOTAL:</b>	<b>405.00</b>
		<b>DIVISION TOTAL:</b>	<b>405.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>924.40</b>
		<b>FUND TOTAL:</b>	<b>\$02,961.74</b>



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	Invoice Number	Invoice Description	Amount
<b>201-1% FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>05-1% OPTIONAL SALES TAX</b>			
1049-AMERICAN LEGION POST 42 BASEBALL			
	134	FY13/14 SERVICE FUNDING	19,551.00
		<b>VENDOR TOTAL:</b>	<b>19,551.00</b>
2088-BSN SPORTS			
	446	Basketball Structure	975.00
		<b>VENDOR TOTAL:</b>	<b>975.00</b>
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER			
	437	FY13/14 SERVICE FUNDING	85,537.25
		<b>VENDOR TOTAL:</b>	<b>85,537.25</b>
1933-GILLETTE ABUSE REFUGE CORPORATION			
	436	FY13/14 SERVICE FUNDING	31,282.00
		<b>VENDOR TOTAL:</b>	<b>31,282.00</b>
1938-GILLETTE GIRLS FASTPITCH ASSOCIATION			
	433	FY13/14 SERVICE FUNDING	9,776.00
		<b>VENDOR TOTAL:</b>	<b>9,776.00</b>
1778-SECOND CHANCE MINISTRIES			
	435	FY13/14 SERVICE FUNDING	14,664.00
		<b>VENDOR TOTAL:</b>	<b>14,664.00</b>
2393-WYOMING SENIOR CITIZENS INC			
	432	FY13/14 SERVICE FUNDING	782.00
		<b>VENDOR TOTAL:</b>	<b>782.00</b>
		<b>DIVISION TOTAL:</b>	<b>162,567.25</b>
		<b>DEPARTMENT TOTAL:</b>	<b>162,567.25</b>
		<b>FUND TOTAL:</b>	<b>162,567.25</b>

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Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1447-HD SUPPLY UTILITIES			
322		69KV POWER POLE DAMAGE REPAIR	370.15
		VENDOR TOTAL:	370.15
		DIVISION TOTAL:	370.15
		DEPARTMENT TOTAL:	370.15
		FUND TOTAL:	370.15

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	Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>			
<b>70-UTILITIES</b>			
<b>70-UTILITIES ADMINISTRATION</b>			
<b>1086-AT &amp; T MOBILITY NATIONAL ACCOUNTS</b>			
	251	CELL PHONE USAGE AND NET MOTION LICENSES	1,441.31
		<b>VENDOR TOTAL:</b>	<b>1,441.31</b>
<b>1358-CENTURYLINK</b>			
	252	PHONE USAGE	5.42
	253	PHONE USAGE	92.79
	254	PHONE USAGE	8.75
	255	PHONE USAGE	399.96
	256	PHONE USAGE	8.98
	257	PHONE USAGE	9.95
	258	PHONE USAGE	14.49
	259	PHONE USAGE	6.50
	260	PHONE USAGE	14.61
	261	PHONE CHARGES	68.88
		<b>VENDOR TOTAL:</b>	<b>630.33</b>
<b>2222-VERIZON WIRELESS</b>			
	262	DATA DEVICE CHARGES	220.79
		<b>VENDOR TOTAL:</b>	<b>220.79</b>
		<b>DIVISION TOTAL:</b>	<b>2,292.43</b>
		<b>DEPARTMENT TOTAL:</b>	<b>2,292.43</b>
		<b>FUND TOTAL:</b>	<b>2,292.43</b>



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	Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>55-SOLID WASTE</b>			
1040-ALSCO			
	236	UNIFORM CLEANING	28.06
	237	UNIFORM CLEANING	28.06
	238	UNIFORM CLEANING	27.19
	298	UNIFORM CLEANING	25.01
		<b>VENDOR TOTAL:</b>	<b>108.32</b>
2303-WESTERN WASTE SOLUTIONS INC			
	239	RECYCLING ROUTE IN GILLETTE	10,503.80
		<b>VENDOR TOTAL:</b>	<b>10,503.80</b>
		<b>DIVISION TOTAL:</b>	<b>10,612.12</b>
		<b>DEPARTMENT TOTAL:</b>	<b>10,612.12</b>
		<b>FUND TOTAL:</b>	<b>10,612.12</b>

Expenditure Approval Report  
Check Approval Date of 08/06/2013



	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
1040-ALSCO			
	175	UNIFORM CLEANING	43.96
	176	UNIFORM CLEANING	45.83
		<b>VENDOR TOTAL:</b>	<b>89.79</b>
1197-BORDER STATES ELECTRIC			
	276	ELECTRICAL ENCLOSURES& PANELS	9,109.75
		<b>VENDOR TOTAL:</b>	<b>9,109.75</b>
1355-CENTRILIFT DIVISION OF HUGHES TOOL			
	177	MADISON M5 WATER	6,636.06
		<b>VENDOR TOTAL:</b>	<b>6,636.06</b>
1422-CONTRACTORS SUPPLY INC			
	448	4X5X30 GREEN FLAG PIN	103.00
	449	DUCTILE ITRON MJ X FLANGE ADAPTER 6"	147.76
		<b>VENDOR TOTAL:</b>	<b>250.76</b>
2566-OFFICE OF STATE LANDS AND INVESTMENTS			
	178	BASE RENTAL & GALLONS USED 2012	608.12
		<b>VENDOR TOTAL:</b>	<b>608.12</b>
2067-SOURCEGAS			
	265	NATURAL GAS- HEAT	15.76
		<b>VENDOR TOTAL:</b>	<b>15.76</b>
		<b>DIVISION TOTAL:</b>	<b>16,710.24</b>
		<b>DEPARTMENT TOTAL:</b>	<b>16,710.24</b>
		<b>FUND TOTAL:</b>	<b>16,710.24</b>

**Expenditure Approval Report**  
**Check Approval Date of 08/06/2013**



	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
<b>1197-BORDER STATES ELECTRIC</b>			
	443	25KV FUSE	3,630.00
		<b>VENDOR TOTAL:</b>	<b>3,630.00</b>
<b>1383-CLARK SAFETY INC MONTE RUSSELL</b>			
	321	SAFETY CONSULT AND MONTHLY MEETING	900.00
		<b>VENDOR TOTAL:</b>	<b>900.00</b>
<b>1464-CRESCENT ELECTRIC SUPPLY</b>			
	450	#1/0 CABLE	1,000.00
	451	#1/0 CABLE	1,000.00
	452	#1/0 CABLE	3,000.00
		<b>VENDOR TOTAL:</b>	<b>5,000.00</b>
<b>1447-HD SUPPLY UTILITIES</b>			
	23	TOOLS FOR UNIT #16, #90, #176	556.37
	323	D.E. HOT ARM 4KV REBUILD	2,919.11
	454	OKONITE WIRE	8,347.20
	455	REFLECTOR TAGS	434.00
	456	CONNECTOR	79.00
		<b>VENDOR TOTAL:</b>	<b>12,335.68</b>
<b>1592-KORTERRA INC</b>			
	168	KORWEB LOCAGE MANAGEMENT	900.00
		<b>VENDOR TOTAL:</b>	<b>900.00</b>
<b>1598-KRIZ-DAVIS COMPANY</b>			
	458	INSULATED PROTECTIVE CAP 600 AMP	837.60
		<b>VENDOR TOTAL:</b>	<b>837.60</b>
<b>1427-MUSCO SPORTS LIGHTING LLC</b>			
	459	ELECTRICAL LIGHTING BALLAST	34,358.75
		<b>VENDOR TOTAL:</b>	<b>34,358.75</b>
<b>2071-PROELECTRIC INC</b>			
	169	NEW SERVICE - 4407 CHANCERY LANE	773.15
	170	NEW SERVICE 4205 LEXINGTON AVE	1,169.95



**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>			
<b>70-UTILITIES</b>			
<b>74-POWER</b>			
2071-PROELECTRIC INC			
	171	NEW SERVICE 110 STAFFORD BEND	617.40
	172	SERVICE REPLACEMENT 3101 SUTHERLAND DRIVE	2,249.00
		<b>VENDOR TOTAL:</b>	<b>4,809.50</b>
2105-QUALITY UTILITY EQUIPMENT SUPPLY & TOOLS INC			
	173	TOOL MAINTENANCE HUSKIE CRIMPER	579.21
		<b>VENDOR TOTAL:</b>	<b>579.21</b>
1489-RWW RESTORATION LLC			
	174	TOOL MAINTENANCE REFURBISH EXTENDO	100.48
		<b>VENDOR TOTAL:</b>	<b>100.48</b>
2067-SOURCEGAS			
	324	NATURAL GAS - HEAT	19.62
		<b>VENDOR TOTAL:</b>	<b>19.62</b>
2591-WELLS FARGO BANK			
	325	TRUSTEE FEES-WYGEN III	2,500.00
		<b>VENDOR TOTAL:</b>	<b>2,500.00</b>
2289-WESCO DISTRIBUTION INC			
	463	CODING TAPE AND ELECTRICAL TAPE	462.90
	464	WRITE-ON TAPE W/DISPENSER	434.20
		<b>VENDOR TOTAL:</b>	<b>897.10</b>
		<b>DIVISION TOTAL:</b>	<b>66,867.94</b>
		<b>DEPARTMENT TOTAL:</b>	<b>66,867.94</b>
		<b>FUND TOTAL:</b>	<b>66,867.94</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>			
<b>70-UTILITIES</b>			
<b>75-SEWER</b>			
<b>1040-ALSCO</b>			
	179	UNIFORM CLEANING	99.18
	180	UNIFORM CLEANING	99.18
	181	UNIFORM CLEANING	99.18
		<b>VENDOR TOTAL:</b>	<b>297.54</b>
<b>1182-BLACK CAT CONSTRUCTION LLC</b>			
	182	ALLEY ASPHALT PATCHES	2,596.88
		<b>VENDOR TOTAL:</b>	<b>2,596.88</b>
<b>1416-CONSOLIDATED WATER SOLUTIONS</b>			
	442	LIQUID POLYMER FOR WASTEWATER	2,795.22
		<b>VENDOR TOTAL:</b>	<b>2,795.22</b>
<b>1422-CONTRACTORS SUPPLY INC</b>			
	183	KUNKLE 1 1/2 RELIEF VALVE	763.04
		<b>VENDOR TOTAL:</b>	<b>763.04</b>
<b>1522-CUES INC</b>			
	269	POLE ASSEMBLY	226.52
		<b>VENDOR TOTAL:</b>	<b>226.52</b>
<b>1792-ENERGY LABORATORIES INC</b>			
	184	INFUENT/EFFLUENT	20.00
		<b>VENDOR TOTAL:</b>	<b>20.00</b>
<b>1549-HILLCREST SPRING WATER INC</b>			
	185	DISTILLED WATER	142.00
		<b>VENDOR TOTAL:</b>	<b>142.00</b>
<b>1575-HOMAX OIL</b>			
	354	DIESEL FUEL #2	2,477.23
		<b>VENDOR TOTAL:</b>	<b>2,477.23</b>
<b>2114-RAILROAD MANAGEMENT CO LLC</b>			
	186	RENT 10/13-10/14 12.5" SEWER PIPELINE ENROACHMENT	3,281.72
		<b>VENDOR TOTAL:</b>	<b>3,281.72</b>



**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2067-SOURCEGAS			
270		NATURAL GAS-HEAT	510.97
		VENDOR TOTAL:	510.97
		DIVISION TOTAL:	13,111.12
		DEPARTMENT TOTAL:	13,111.12
		FUND TOTAL:	13,111.12

Expenditure Approval Report  
Check Approval Date of 08/06/2013



	Invoice Number	Invoice Description	Amount
<b>601-CITY WEST FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>39-CITY WEST BUILDING MAINT</b>			
<b>1019-ADECCO EMPLOYMENT SERVICES</b>			
	299	TEMP CUSTODIAN FOR CITY WEST	287.98
	300	TEMP CUSTODIAN FOR CITY WEST	84.70
		<b>VENDOR TOTAL:</b>	<b>372.68</b>
<b>1040-ALSCO</b>			
	190	RUG CLEANING	123.22
	192	RUG CLEANING	123.22
	301	RUG CLEANING	123.22
	303	RUG CLEANING	123.22
		<b>VENDOR TOTAL:</b>	<b>492.88</b>
<b>1615-DESIGN WEST II</b>			
	198	BLINDS FOR TRONDS OFFICE	208.00
		<b>VENDOR TOTAL:</b>	<b>208.00</b>
<b>1844-FARMER BROTHERS COMPANY</b>			
	308	COCOA, COFFEE, CAPPACHINO, CREAMER	706.66
		<b>VENDOR TOTAL:</b>	<b>706.66</b>
<b>1674-INTEGRITY PAINTING</b>			
	199	REPAINT P/W OP MANAGERS OFFICE	350.00
	310	PAINTING @ CITY WEST - P/W & V/M	6,230.00
		<b>VENDOR TOTAL:</b>	<b>6,580.00</b>
<b>2067-SOURCEGAS</b>			
	316	NATURAL GAS - HEAT	18.51
	317	NATURAL GAS - HEAT	85.72
	318	NATURAL GAS - HEAT	15.23
	319	NATURAL GAS - HEAT	107.92
		<b>VENDOR TOTAL:</b>	<b>227.38</b>
		<b>DIVISION TOTAL:</b>	<b>8,587.60</b>
		<b>DEPARTMENT TOTAL:</b>	<b>8,587.60</b>
		<b>FUND TOTAL:</b>	<b>8,587.60</b>

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
<b>603-WAREHOUSE FUND</b>			
<b>25-FINANCE</b>			
<b>28-WAREHOUSE FUND</b>			
<b>1040-ALSCO</b>			
165	RUG CLEANING		27.58
166	RUG CLEANING		29.53
167	RUG CLEANING		33.95
		<b>VENDOR TOTAL:</b>	<b>91.06</b>
<b>1197-BORDER STATES ELECTRIC</b>			
444	CABLE CLEAN		3,770.28
445	ELECTRICAL INVENTORY		510.30
		<b>VENDOR TOTAL:</b>	<b>4,280.58</b>
<b>1447-HD SUPPLY UTILITIES</b>			
457	163-23-4072, OKONITE, 1/0 25 K		62,402.34
		<b>VENDOR TOTAL:</b>	<b>62,402.34</b>
<b>1479-NEWMAN SIGNS INC</b>			
460	ALUMINUM SIGN BLANKS		1,724.25
		<b>VENDOR TOTAL:</b>	<b>1,724.25</b>
<b>2067-SOURCEGAS</b>			
264	NATURAL GAS - HEATING		111.66
		<b>VENDOR TOTAL:</b>	<b>111.66</b>
		<b>DIVISION TOTAL:</b>	<b>68,609.89</b>
		<b>DEPARTMENT TOTAL:</b>	<b>68,609.89</b>
		<b>FUND TOTAL:</b>	<b>68,609.89</b>



Expenditure Approval Report  
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	Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>36-VEHICLE MAINTENANCE</b>			
1976-GREENLINE EQUIPMENT			
	345	CORE CREDIT ON CLUTCH UNIT #86	-200.00
		<b>VENDOR TOTAL:</b>	<b>-200.00</b>
1575-HOMAX OIL			
	465	Gasoline, Automotive	33,608.92
		<b>VENDOR TOTAL:</b>	<b>33,608.92</b>
		<b>DIVISION TOTAL:</b>	<b>33,408.92</b>
		<b>DEPARTMENT TOTAL:</b>	<b>33,408.92</b>
		<b>FUND TOTAL:</b>	<b>33,408.92</b>

**Expenditure Approval Report**  
**Check Approval Date of 08/06/2013**



	Invoice Number	Invoice Description	Amount
<b>702-LIABILITY INSURANCE FUND</b>			
<b>30-ADMINISTRATIVE SERVICES</b>			
<b>38-LIABILITY INSURANCE</b>			
1178-BJ NELSON/NELSON AUTO GLASS			
	339	INSTALLED DRIVER SIDE W/S IN UNIT #069	295.62
		<b>VENDOR TOTAL:</b>	<b>295.62</b>
1235-BW INSURANCE AGENCY INC			
	187	M MERRITT NOTARY BOND RENEWAL	50.00
	188	T ROSNER NOTARY BOND RENEWAL	50.00
		<b>VENDOR TOTAL:</b>	<b>100.00</b>
2260-WARM			
	189	MEMBER ASSESSMENT AND MEMBER DEQUITY	327,263.43
		<b>VENDOR TOTAL:</b>	<b>327,263.43</b>
		<b>DIVISION TOTAL:</b>	<b>327,659.05</b>
		<b>DEPARTMENT TOTAL:</b>	<b>327,659.05</b>
		<b>FUND TOTAL:</b>	<b>327,659.05</b>
		<b>GRAND TOTAL:</b>	<b>1,213,758.45</b>

PREPARED 07/16/2013, 11:11:47  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
FIRST INTERSTATE BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/16/2013 CHECK DATE: 07/16/2013

PAGE 1

BANK: 00

FUND 201 1% OPT SALES TAX 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 10 ADMINISTRATION DIV 11 1% OPTIONAL SALES TAX									
0065632	00	DUMBRILL, DOUG							
PR #1 06EN40	PI0295	183255	00	07/05/2013	201-1011-419.74-11	PUBLIC WORKS & RELATED SE	1,630.00		
PR #1 06EN40	PI0296	183256	00	07/05/2013	201-1011-419.74-11	PUBLIC WORKS & RELATED SE	53.82		
VENDOR TOTAL *							1,683.82		
DEPARTMENT TOTAL **							1,683.82		
FUND TOTAL ***							1,683.82		
201 1% OPT SALES TAX FUND		CASH ON HAND		2,338,033.50-					

PREPARED 07/16/2013, 11:11:47  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
FIRST INTERSTATE BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/16/2013 CHECK DATE: 07/16/2013

PAGE 2

BANK: 00

FUND 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 45 UTILITIES												
DIV 30 WATER												
0065632	00	DUMBRILL, DOUG										
PR #36	07EN58	PI0291 168655	00	07/05/2013				301-4530-441.74-11	PUBLIC WORKS & RELATED SE	1,640.00		
PR #36	07EN58	PI0292 168656	00	07/05/2013				301-4530-441.74-11	PUBLIC WORKS & RELATED SE	11.70		
PR #12	12UT05	PI0293 179899	00	07/05/2013				301-4530-441.74-21	PUBLIC WORKS & RELATED SE	5,090.00		
PR #12	12UT05	PI0294 179900	00	07/05/2013				301-4530-441.74-21	PUBLIC WORKS & RELATED SE	69.62		
VENDOR TOTAL *										6,811.32		
DEPARTMENT TOTAL **										6,811.32		
301	MADISON WATER LINE								CASH ON HAND	3,032,175.13-	6,811.32	
FUND TOTAL ***										6,811.32		
TOTAL EXPENDITURES ****										8,495.14		
GRAND TOTAL *****											8,495.14	

**Expenditure Approval Report**  
**Check Approval Date of 07/17/2013**



Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2003-PERSONAL FRONTIERS INC			
106		FY13/14 SERVICE FUNDING	29,327.00
		VENDOR TOTAL:	29,327.00
		DIVISION TOTAL:	29,327.00
		DEPARTMENT TOTAL:	29,327.00
		FUND TOTAL:	29,327.00
		GRAND TOTAL:	29,327.00



07/15/2013 13:53 | CITY OF GILLETTE, WY  
Ramsey | CHECK RUN LIST BY VOUCHER

PG 3  
apwarnt

CHECK RUN: 071213HP 07/15/2013

DUE DATE: 07/15/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE DUE DATE	AMOUNT	COMMENT
105	1344	CAMPBELL COUNTY COORDINATED	JULY 2013		INV 07/12/2013	914.10	DELTA DENTAL ADMIN FEE
					CHECK RUN TOTAL	914.10	

\*\* END OF REPORT - Generated by Ramsey Sharp \*\*

PREPARED 07/23/2013, 13:01:07  
 PROGRAM: GM339L  
 CITY OF GILLETTE/CITY CLERK  
 FIRST INTERSTATE BANK

EXPENDITURE APPROVAL LIST  
 AS OF: 07/23/2013 CHECK DATE: 07/23/2013

PAGE 1

BANK: 00

FUND 505 SEWER FUND		VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
VEND NO	SEQ#	NO	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
INVOICE	VOUCHER	NO	NO						AMOUNT
NO	NO	NO							
DEPT 45 UTILITIES									
DIV 50 SEWER									
0065596	00	MILLER MECHANICAL							
1691		PI0297	183271	00	06/06/2013	505-4550-443.43-20	EQUIPMENT MAINT & REPAIR	21,000.00	
1700		PI0298	183271	00	06/28/2013	505-4550-443.43-20	EQUIPMENT MAINT & REPAIR	10,400.00	
VENDOR TOTAL *								31,400.00	
DEPARTMENT TOTAL **								31,400.00	
505	SEWER FUND	CASH ON HAND				104,448.48	FUND TOTAL ***	31,400.00	
TOTAL EXPENDITURES ****								31,400.00	
GRAND TOTAL *****									31,400.00

Expenditure Approval Report  
Check Approval Date of 07/25/2013



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
02-ADMINISTRATION			
2192-STACIE MCDONALD PR CONSULTING			
	137	AD BUYS, TV SPOTS, PRINT BUYS	540.00
		VENDOR TOTAL:	540.00
		DIVISION TOTAL:	540.00
		DEPARTMENT TOTAL:	540.00
		FUND TOTAL:	540.00

Expenditure Approval Report  
Check Approval Date of 07/25/2013



	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
2561-BURLINGTON NORTHERN SANTA FE			
	135	RR CROSSING PERMIT-HWY 51 AND TIMBER CREEK ROAD	4,750.00
	136	RR CROSSING PERMIT-HWY 51 OVERPASS NEAR WESSEX	4,750.00
		VENDOR TOTAL:	9,500.00
		DIVISION TOTAL:	9,500.00
		DEPARTMENT TOTAL:	9,500.00
		FUND TOTAL:	9,500.00
		GRAND TOTAL:	10,040.00

**Expenditure Approval Report**  
**Check Approval Date of 07/29/2013**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1381-CITY OF GILLETTE			
221		ENGINEERING'S 2ND CASH DRAWER	100.00
		VENDOR TOTAL:	100.00
		DIVISION TOTAL:	100.00
		DEPARTMENT TOTAL:	100.00
		FUND TOTAL:	100.00

Expenditure Approval Report  
Check Approval Date of 07/29/2013



	Invoice Number	Invoice Description	Amount
<b>301-MADISON WATERLINE</b>			
<b>70-UTILITIES</b>			
<b>72-MADISON WATER LINE</b>			
2556-BRAD HARRIS			
	226	TEMPORARY CONSTRUCTION EASEMENT	1,220.00
		<b>VENDOR TOTAL:</b>	<b>1,220.00</b>
1250-CAMPBELL COUNTY ABSTRACT			
	222	EASEMENT FOR MADISON	10,660.00
	223	EASEMENT FOR MADISON	2,758.00
	240	PURCHASE PARCEL OF LAND FOR MADISON	40,250.00
		<b>VENDOR TOTAL:</b>	<b>53,668.00</b>
2592-CLIFFORD A BENNOR IRREVOCABLE TRUST			
	224	TEMPORARY CONSTRUCTION EASEMENT	500.00
		<b>VENDOR TOTAL:</b>	<b>500.00</b>
2559-KENT PYLE & PAULEEN PEABODY			
	227	TEMPORARY CONSTRUCTION EASEMENT	668.50
		<b>VENDOR TOTAL:</b>	<b>668.50</b>
2558-MICHAEL FREELAND			
	225	TEMPORARY CONSTRUCTION EASEMENT	350.00
		<b>VENDOR TOTAL:</b>	<b>350.00</b>
		<b>DIVISION TOTAL:</b>	<b>56,406.50</b>
		<b>DEPARTMENT TOTAL:</b>	<b>56,406.50</b>
		<b>FUND TOTAL:</b>	<b>56,406.50</b>
		<b>GRAND TOTAL:</b>	<b>56,506.50</b>



07/31/2013 14:33 | CITY OF GILLETTE, WY  
Ramsey | INVOICE ENTRY PROOF LIST

PG 1  
apinvent

CLERK: Ramsey BATCH: 9

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED PAID INVOICES

2365	00000 WYODAK RESOURCES		100	080613WT	159,181.57	.00	.00	8071305	
	JUNE 2013								
CASH ACCOUNT	2014/01	INV 07/08/2013	SEP-CHK: N	DISC: .00			159,181.57	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:WHOLESALE POWER COAL PURCHASE	JUNE 2013	504-70-74-442-50-45135				
2493	00000 BLACK HILLS POWE		92	080613WT	252,503.39	.00	.00	8071301	
	JUNE 13 TRANSMISSION								
CASH ACCOUNT	2014/01	INV 07/03/2013	SEP-CHK: N	DISC: .00			252,503.39	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:WHOLESALE POWER - WYGEN III TRANSMISSION	JUNE 2013	504-70-74-442-50-45130				
1862	00000 FIRST INTERSTATE		93	080613WT	53.95	.00	.00	8071302	
	3268400								
CASH ACCOUNT	2014/01	INV 06/28/2013	SEP-CHK: N	DISC: .00			53.95	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:EMPLOYEE INCENTIVE GIFT CARD		001-10-04-419-20-42930				
1325	00000 MUNICIPAL ENERGY		94	080613WT	603,776.80	.00	.00	8071303	
	JUNE 2013								
CASH ACCOUNT	2014/01	INV 07/03/2013	SEP-CHK: N	DISC: .00			603,776.80	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:WHOLESALE POWER	JUNE 2013	504-70-74-442-50-45130				
2566	00000 OFFICE OF STATE		98	080613WT	48,441.60	.00	.00	8071304	
	WIRE 7/3/13								
CASH ACCOUNT	2014/01	INV 07/03/2013	SEP-CHK: N	DISC: .00			34,283.44	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:DWSRF 130 LOAN PAYMENT - LID	250 NORTHLAND	250-99-99-419-80-48110		14,158.16	1099:	
000-00-00-101-00-10100					250-99-99-419-80-48210				
2435	00000 WYOMING STATE		99	080613WT	90,921.80	.00	.00	8071306	
	JUNE 2013								
CASH ACCOUNT	2014/01	INV 07/03/2013	SEP-CHK: N	DISC: .00			90,921.80	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/10/2013	DESC:SALES & USE TAX FOR JUNE	2013	504-00-00-207-00-20710				
6 APPROVED PAID INVOICES			TOTAL		1,154,879.11				

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INVOICE ENTRY PROOF LIST

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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED PAID INVOICES

2580	00000 IRS - DEPARTMENT			397	080613WT	215,015.20	.00	.00	8071309	
		P/R 7/10/13								
	CASH ACCOUNT 2014/01	INV 07/10/2013	SEP-CHK: N		DISC: .00			112,974.50	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20230				
	DEPT 25	DUE 07/30/2013	DESC:FICA & WHT DEPOSIT					102,040.70	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20240				
2580	00000 IRS - DEPARTMENT			398	080613WT	820.48	.00	.00	8071310	
		MNL CHK 7/15/13								
	CASH ACCOUNT 2014/01	INV 07/15/2013	SEP-CHK: N		DISC: .00			375.50	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20230				
	DEPT 25	DUE 07/30/2013	DESC:FICA & WHT DEPOSIT					444.98	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20240				
2580	00000 IRS - DEPARTMENT			399	080613WT	205,545.99	.00	.00	8071311	
		P/R 7/24/13								
	CASH ACCOUNT 2014/01	INV 07/24/2013	SEP-CHK: N		DISC: .00			108,889.20	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20230				
	DEPT 25	DUE 07/30/2013	DESC:FICA & WHT DEPOSIT					96,656.79	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20240				
2580	00000 IRS - DEPARTMENT			400	080613WT	197,760.00	.00	.00	8071312	
		P/R 7/2/13								
	CASH ACCOUNT 2014/01	INV 07/02/2013	SEP-CHK: N		DISC: .00			75,080.02	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20230				
	DEPT 25	DUE 07/30/2013	DESC:FICA & WHT DEPOSIT					122,679.98	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20240				
1625	00002 ICMA RETIREMENT			401	080613WT	274.02	.00	.00	8071313	
		P/R 7/10/13								
	CASH ACCOUNT 2014/01	INV 07/10/2013	SEP-CHK: N		DISC: .00			274.02	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20251				
	DEPT 25	DUE 07/30/2013	DESC:CONTRIBUTION FOR C NAPIER							
1625	00002 ICMA RETIREMENT			402	080613WT	275.58	.00	.00	8071314	
		P/R 7/24/13								
	CASH ACCOUNT 2014/01	INV 07/24/2013	SEP-CHK: N		DISC: .00			275.58	1099:	
	000-00-00-101-00-10100					001-00-00-202-00-20251				
	DEPT 25	DUE 07/30/2013	DESC:CONTRIBUTION FOR C NAPIER							



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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1625	00003 ICMA RETIREMENT	P/R 7/10/13 457		403	080613WT	6,998.71	.00	.00	8071314	
CASH ACCOUNT	2014/01	INV 07/10/2013	SEP-CHK: N	DISC: .00				6,998.71	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:DEFERRED COMP			001-00-00-202-00-20251				
1625	00003 ICMA RETIREMENT	P/R 7/24/13 457		404	080613WT	6,802.84	.00	.00	8071316	
CASH ACCOUNT	2014/01	INV 07/24/2013	SEP-CHK: N	DISC: .00				6,802.84	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:DEFERRED COMP			001-00-00-202-00-20251				
2586	00000 EFLEXGROUP.COM I	P/R 7/10/13		409	080613WT	6,634.95	.00	.00	8071317	
CASH ACCOUNT	2014/01	INV 07/10/2013	SEP-CHK: N	DISC: .00				5,523.78	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:FLEX & DEPENDENT FLEX CONTRIBUTIONS			001-00-00-202-00-20210		1,111.17	1099:	
000-00-00-101-00-10100						001-00-00-202-00-20210				
2586	00000 EFLEXGROUP.COM I	INV000169471		410	080613WT	481.00	.00	.00	8071318	
CASH ACCOUNT	2014/01	INV 07/22/2013	SEP-CHK: N	DISC: .00				481.00	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:FSA MONTHLY ADMIN FEES JULY 2013			001-25-25-415-20-42320				
2586	00000 EFLEXGROUP.COM I	P/R 7/24/13		411	080613WT	6,634.95	.00	.00	8071319	
CASH ACCOUNT	2014/01	INV 07/24/2013	SEP-CHK: N	DISC: .00				5,523.78	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:FLEX & DEPENDENT FLEX CONTRIBUTION			001-00-00-202-00-20210		1,111.17	1099:	
000-00-00-101-00-10100						001-00-00-202-00-20210				
2587	00000 ECOBRAMIN.COM IN	INV0000000049308		412	080613WT	13.00	.00	.00	8071320	
CASH ACCOUNT	2014/01	INV 07/19/2013	SEP-CHK: N	DISC: .00				13.00	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:COBRA MIN MONTHLY ADMIN FEE FOR MAY			001-25-25-415-20-42320				
2587	00000 ECOBRAMIN.COM IN	INV0000000050596		413	080613WT	13.00	.00	.00	8071321	
CASH ACCOUNT	2014/01	INV 07/24/2013	SEP-CHK: N	DISC: .00				13.00	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:COBRA MIN MONTHLY ADMIN FEE JUNE 2013			001-25-25-415-20-42320				

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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2493	00000 BLACK HILLS POWE	JULY 2013 CA		414	080613WT	12,148.00	.00	.00	8071322	
CASH ACCOUNT	2014/01	INV 07/10/2013	SEP-CHK: N	DISC: .00				12,148.00	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:CAPITAL PROJECTS			504-70-74-442-70-47810				
2493	00000 BLACK HILLS POWE	JULY 13 OP		415	080613WT	189,975.00	.00	.00	8071323	
CASH ACCOUNT	2014/01	INV 07/10/2013	SEP-CHK: N	DISC: .00				189,975.00	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:OPERATIONS			504-70-74-442-50-45135				
2493	00000 BLACK HILLS POWE	CUS2012-2012		416	080613WT	102,056.75	.00	.00	8071324	
CASH ACCOUNT	2014/01	INV 07/10/2013	SEP-CHK: N	DISC: .00				102,056.75	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:TRANSMISSION TRUE-UPS			504-70-74-442-50-45130				
1862	00000 FIRST INTERSTATE	3280915		417	080613WT	78.95	.00	.00	8071325	
CASH ACCOUNT	2014/01	INV 07/11/2013	SEP-CHK: N	DISC: .00				78.95	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:EMPLOYEE INCENTIVE GIFT CARD			001-10-04-419-20-42930				
1862	00000 FIRST INTERSTATE	3287224		418	080613WT	28.95	.00	.00	8071326	
CASH ACCOUNT	2014/01	INV 07/17/2013	SEP-CHK: N	DISC: .00				28.95	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:EMPLOYEE INCENTIVE GIFT CARD			001-10-04-419-20-42930				
1862	00001 FIRST INTERSTATE	3287220		419	080613WT	28.95	.00	.00	8071327	
CASH ACCOUNT	2014/01	INV 07/17/2013	SEP-CHK: N	DISC: .00				28.95	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:EMPLOYEE INCENTIVE GIFT CARD			001-10-04-419-20-42930				
1862	00001 FIRST INTERSTATE	3287214		420	080613WT	53.95	.00	.00	8071328	
CASH ACCOUNT	2014/01	INV 07/17/2013	SEP-CHK: N	DISC: .00				53.95	1099:	
000-00-00-101-00-10100	DEPT 25	DUE 07/30/2013	DESC:EMPLOYEE INCENTIVE GIFT CARD			001-10-04-419-20-42930				

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2566 00000 OFFICE OF STATE	WIRE 7/25/13		421	080613WT	1,004,877.47	.00	.00	8071329	
CASH ACCOUNT 2014/01	INV 07/25/2013	SEP-CHK: N		DISC: .00			284,623.37	1099:	
000-00-00-101-00-10100					505-00-00-214-00-21400				
DEPT 25	DUE 07/30/2013	DESC: CW-SRF50, ACCURED INT, INTEREST & PRINCIPLE EXP			505-70-75-443-80-48210		26,420.82	1099:	
000-00-00-101-00-10100					505-70-75-443-80-48110		693,833.28	1099:	
2595 00000 WYOSTAR	WIRE 7/11/13		436	080613WT	12,250.00	.00	.00	8071330	
CASH ACCOUNT 2014/01	INV 07/11/2013	SEP-CHK: N		DISC: .00			4,750.00	1099:	
000-00-00-101-00-10100					001-00-00-207-00-20700				
DEPT 25	DUE 07/30/2013	DESC: WIRE FIRE VEHICLE VUNDS TO WYOSTAR			001-00-00-207-00-20700		7,500.00	1099:	
000-00-00-101-00-10100									
2595 00000 WYOSTAR	WIRE 7/23/13		437	080613WT	2,102,744.44	.00	.00	8071331	
CASH ACCOUNT 2014/01	INV 07/23/2013	SEP-CHK: N		DISC: .00			1,662,635.14	1099:	
000-00-00-101-00-10100					301-00-00-151-00-15115				
DEPT 25	DUE 07/30/2013	DESC: MADISON & DISTRICT CAP TAX			301-00-00-151-00-15116		440,109.30	1099:	
000-00-00-101-00-10100									
23 APPROVED PAID INVOICES			TOTAL		4,071,512.18				
23 INVOICE(S)			REPORT POST TOTAL		4,071,512.18				

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED PAID INVOICES

2555 00000 EXPRESS SCRIPTS			96	080613WT	8,145.72	.00	.00	8071307	
	W/E 6/30/13								

CASH ACCOUNT 2014/01	INV 07/01/2013	SEP-CHK: N	DISC: .00				8,145.72	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45260				
DEPT 25	DUE 07/10/2013	DESC: PRESCRIPTION DRUG COSTS							

2557 00000 BLUE CROSS BLUE			97	080613WT	9,984.90	.00	.00	8071308	
	JULY 2013								

CASH ACCOUNT 2014/01	INV 07/01/2013	SEP-CHK: N	DISC: .00				9,984.90	1099:	
701-00-00-101-00-10100					701-20-22-419-30-43810				
DEPT 25	DUE 07/10/2013	DESC: ADMIN FEES FOR JULY 2013							

2 APPROVED PAID INVOICES	TOTAL	18,130.62
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2 INVOICE(S)	REPORT POST TOTAL	18,130.62
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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED PAID INVOICES

2557	00000 BLUE CROSS BLUE		429	080613WT	453.60	.00	.00	8071332	
	JULY 2013 ADMIN FEES								
CASH ACCOUNT	2014/01	INV 07/01/2013	SEP-CHK: N	DISC: .00			453.60	1099:	
701-00-00-101-00-10100					701-20-22-419-30-43810				
DEPT 25	DUE 07/30/2013	DESC: BALANCE DUE ON ENGINEERING ADMIN FEES							
2557	00000 BLUE CROSS BLUE		430	080613WT	43,128.69	.00	.00	8071333	
	W/E 7/2/13								
CASH ACCOUNT	2014/01	INV 07/02/2013	SEP-CHK: N	DISC: .00			43,128.69	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45250				
DEPT 25	DUE 07/30/2013	DESC: WEEKLY CLAIMS LISTING							
2557	00000 BLUE CROSS BLUE		431	080613WT	87,376.03	.00	.00	8071334	
	W/E 7/9/13								
CASH ACCOUNT	2014/01	INV 07/09/2013	SEP-CHK: N	DISC: .00			87,376.03	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45250				
DEPT 25	DUE 07/30/2013	DESC: WEEKLY CLAIMS LISTING							
2557	00000 BLUE CROSS BLUE		432	080613WT	36,481.91	.00	.00	8071335	
	W/E 7/16/13								
CASH ACCOUNT	2014/01	INV 07/16/2013	SEP-CHK: N	DISC: .00			36,481.91	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45250				
DEPT 25	DUE 07/30/2013	DESC: WEEKLY CLAIMS LISTING							
2555	00000 EXPRESS SCRIPTS		433	080613WT	10,736.71	.00	.00	8071336	
	W/E 7/7/13								
CASH ACCOUNT	2014/01	INV 07/08/2013	SEP-CHK: N	DISC: .00			10,736.71	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45260				
DEPT 25	DUE 07/30/2013	DESC: PRESCRIPTION DRUG COSTS							
2555	00000 EXPRESS SCRIPTS		434	080613WT	16,855.03	.00	.00	8071337	
	W/E 7/14/13								
CASH ACCOUNT	2014/01	INV 07/15/2013	SEP-CHK: N	DISC: .00			16,855.03	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45260				
DEPT 25	DUE 07/30/2013	DESC: PRESCRIPTION DRUG COSTS							
2555	00000 EXPRESS SCRIPTS		435	080613WT	6,384.21	.00	.00	8071338	
	W/E 7/21/13								
CASH ACCOUNT	2014/01	INV 07/22/2013	SEP-CHK: N	DISC: .00			6,384.21	1099:	
701-00-00-101-00-10100					701-20-22-419-50-45260				
DEPT 25	DUE 07/30/2013	DESC: PRESCRIPTION DRUG COSTS							

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	VOUCHER	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7 APPROVED PAID INVOICES			TOTAL		201,416.18				
7 INVOICE(S)			REPORT POST TOTAL		201,416.18				

PREPARED 07/11/2013, 14:08:49  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
UMB BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/11/2013 CHECK DATE: 07/11/2013

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BANK: 99

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 10 ADMINISTRATION DIV 10 MAYOR AND COUNCIL								
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-1010-411.56-10	SUNDOWNER STATION	9.74	
			99	07/09/2013	001-1010-411.56-10	THE LAPEYRE	110.38	
			99	07/09/2013	001-1010-411.56-10	SERVICE FEES0001947180344	37.50	
			99	07/09/2013	001-1010-411.56-10	THE BULL & BISTRO	39.86	
			99	07/09/2013	001-1010-411.63-10	JORDANS WESTERN DINING	181.00	
			99	07/09/2013	001-1010-411.56-10	HAMPTON INN & SUITES	261.00	
						VENDOR TOTAL *	639.48	
						DEPARTMENT TOTAL **	639.48	

PREPARED 07/11/2013, 14:08:49  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
UMB BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/11/2013 CHECK DATE: 07/11/2013

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BANK: 99

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 10 ADMINISTRATION DIV 20 ADMINISTRATION								
0006498	00	UMB BANK-CARD CENTER						
			99	06/24/2013	001-1020-413.63-10	WAL-MART #1485	103.45	
			99	07/09/2013	001-1020-413.63-10	POKEY'S BBQ & SMOKEHOUSE	32.00	
			99	07/09/2013	001-1020-413.56-10	SUNDOWNER STATION	9.73	
			99	07/09/2013	001-1020-413.56-10	SUNDOWNER STATION	9.73	
			99	07/09/2013	001-1020-413.56-10	HAMPTON INN & SUITES	174.00	
			99	07/09/2013	001-1020-413.56-10	THE LAPEYRE	55.19	
			99	07/09/2013	001-1020-413.58-10	ICMA INTERNET	810.00	
			99	07/09/2013	001-1020-413.61-42	POWDER RIVER OFFICE SUPPL	52.19	
			99	07/09/2013	001-1020-413.63-10	SMILING MOOSE DELI	11.39	
			99	07/09/2013	001-1020-413.61-42	POWDER RIVER OFFICE SUPPL	69.64	
			99	07/09/2013	001-1020-413.63-10	OLD CHICAGO-GILLETTE	31.40	
			99	07/09/2013	001-1020-413.61-42	POWDER RIVER OFFICE SUPPL	276.09	
			99	07/09/2013	001-1020-413.59-10	PRESS PLUS	69.50	
			99	07/09/2013	001-1020-413.63-10	THE CROPHOUSE RESTAURA	32.38	
			99	07/09/2013	001-1020-413.56-10	THE BULL & BISTRO	39.86	
			99	07/09/2013	001-1020-413.56-10	HAMPTON INN & SUITES	261.00	
						VENDOR TOTAL *	2,037.55	
						DEPARTMENT TOTAL **	2,037.55	



PREPARED 07/11/2013, 14:08:49  
 PROGRAM: GM339L  
 CITY OF GILLETTE/CITY CLERK  
 UMB BANK

EXPENDITURE APPROVAL LIST  
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BANK: 99

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 10	ADMINISTRATION				DIV 25	PUBLIC ACCESS		
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-1025-419.61-40	MIKES HARDWARE	12.98	
			99	06/17/2013	001-1025-419.61-40	B & H PHOTO-VIDEO.COM	43.99	
			99	06/17/2013	001-1025-419.61-40	MIKES HARDWARE	7.18	
			99	06/17/2013	001-1025-419.61-50	B & H PHOTO-VIDEO.COM	22.67	
			99	06/17/2013	001-1025-419.56-10	SANRAKU RESTAURANT	37.52	
			99	06/17/2013	001-1025-419.56-10	BLUE MERMAID	61.23	
			99	06/17/2013	001-1025-419.56-10	WESTIN ST. FRANCIS	724.71	
			99	06/17/2013	001-1025-419.56-10	PERRYS 00000679	22.67	
			99	06/24/2013	001-1025-419.61-50	PERFORMANCE AUDIO-SLC	379.98	
			99	07/09/2013	001-1025-419.61-42	WAL-MART #1485	18.82	
			99	07/09/2013	001-1025-419.61-40	YOUSENDIT INC	15.99	
						VENDOR TOTAL *	1,347.74	
						DEPARTMENT TOTAL **	1,347.74	

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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
<hr/>								
DEPT 10	ADMINISTRATION				DIV 30	HUMAN RESOURCES		
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-1030-415.56-10	UNITED 0162601125361	25.00	
			99	07/09/2013	001-1030-415.56-10	MCDONALDS F21097	7.35	
			99	07/09/2013	001-1030-415.56-10	ED DEBEVICS	94.21	
			99	07/09/2013	001-1030-415.56-10	TAXI CAB SERVICE	43.45	
			99	07/09/2013	001-1030-415.56-10	MCDONALDS F21097	5.30	
			99	07/09/2013	001-1030-415.56-10	WEBER GRILL RESTAURANT -	18.75	
			99	07/09/2013	001-1030-415.56-10	GINOS EAST	21.05	
			99	07/09/2013	001-1030-415.58-10	SHRM-BOOKSTORE	27.27	
			99	07/09/2013	001-1030-415.56-10	WEBER GRILL RESTAURANT -	65.29	
			99	07/09/2013	001-1030-415.56-10	QUE BUENO MEXICAN GRILL	11.07	
			99	07/09/2013	001-1030-415.56-10	COURTYARD BY MARRIOTT-CHI	785.74	
			99	07/09/2013	001-1030-415.56-10	GRAND LUX CAFE/CHICAGO	27.09	
			99	07/09/2013	001-1030-415.56-10	UNITED 0162601386150	25.00	
			99	07/09/2013	001-1030-415.59-10	PAYPAL *WYOMINGSOCI	250.00	
			99	07/09/2013	001-1030-415.56-10	THE BULL & BISTRO	9.45	
			99	07/09/2013	001-1030-415.56-10	ARCHERS BUFFET GRILLE	12.59	
			99	07/09/2013	001-1030-415.56-10	HAMPTON INN & SUITES	231.00	
			99	07/09/2013	001-1030-415.56-10	BUTCHS PLACE	11.53	
			99	07/09/2013	001-1030-415.61-42	POWDER RIVER OFFICE SUPPL	27.31	
			99	07/09/2013	001-1030-415.61-42	POWDER RIVER OFFICE SUPPL	31.50	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	9.76	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	203.12	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	161.32	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	12.58	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485 SE2	6.88-	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	226.58	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	22.60	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485 SE2	55.00-	
			99	07/09/2013	001-1030-415.29-05	CELEBRATION STATION	22.98	
			99	07/09/2013	001-1030-415.29-05	WAL-MART #1485	31.56	
			99	07/09/2013	001-1030-415.29-05	DOLRTREE 3567 00035675	64.00	
						VENDOR TOTAL *	2,422.59	
						DEPARTMENT TOTAL **	2,422.59	

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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 10	ADMINISTRATION				DIV 40	CITY ATTORNEY		
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-1040-411.59-10	AMERICAN BAR ASSN-MBRSH	275.00	
			99	06/24/2013	001-1040-411.56-10	HAMPTON INN & SUITES	261.00	
						VENDOR TOTAL *	536.00	
						DEPARTMENT TOTAL **	536.00	

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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 10 ADMINISTRATION DIV 50 SPECIAL PROJECTS								
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-1050-419.72-10	WAL-MART #1485	1,698.00	
			99	07/09/2013	001-1050-419.72-10	AMAZON MKTPLACE PMTS	50.63	
			99	07/09/2013	001-1050-419.72-10	Amazon.com	117.13	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GI	41.49	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GI	10.59	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GI	13.77	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GI	13.77	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GIL	199.52	
			99	07/09/2013	001-1050-419.72-10	KNECHT HOME CENTER OF GIL	10.92	
			99	07/09/2013	001-1050-419.29-20	CAMPBELL COUNTY PARKS&	530.00	
						VENDOR TOTAL *	2,658.28	
						DEPARTMENT TOTAL **	2,658.28	

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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 15	ADMINISTRATIVE SERVICES		DIV 10	ADMINISTRATIVE SERVICES				
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-1510-419.43-10	CHORES-N-MORE LLC	168.00	
			99	06/17/2013	001-1510-419.43-10	SOURCEGAS DISTRIBUTION L	100.67	
			99	06/17/2013	001-1510-419.54-50	SIGN BOSS LLC	224.38	
			99	06/17/2013	001-1510-419.54-50	SIGN BOSS LLC	294.58	
			99	06/17/2013	001-1510-419.54-50	SIGN BOSS LLC	32.00	
			99	06/17/2013	001-1510-419.56-10	UNITED 0162600385288	25.00	
			99	06/17/2013	001-1510-419.56-10	UNITED 0162600595886	25.00	
			99	06/24/2013	001-1510-419.64-10	Amazon.com	70.68	
			99	06/24/2013	001-1510-419.58-10	SWANA	115.00	
			99	07/09/2013	001-1510-419.63-10	POWDER RIVER OFFICE SUPPL	9.30	
			99	07/09/2013	001-1510-419.58-10	FREDPRYOR CAREERTRACK	128.00	
			99	07/09/2013	001-1510-419.63-10	COFFEE FRIENDS	27.38	
			99	07/09/2013	001-1510-419.63-10	EXPRESSO LUBE	43.56	
			99	07/09/2013	001-1510-419.54-50	NORCO INC	22.00	
			99	07/09/2013	001-1510-419.54-50	FASTENAL COMPANY01	8.05	
						VENDOR TOTAL *	1,293.60	
						DEPARTMENT TOTAL **	1,293.60	

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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 15 ADMINISTRATIVE SERVICES DIV 15 CITY CLERK								
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-1515-419.58-10	FIRSTNET LEARNING INC	40.99	
			99	06/17/2013	001-1515-419.58-10	MSU-BZ-EXTUNIV-CM	20.00	
			99	06/17/2013	001-1515-419.61-42	POWDER RIVER OFFICE SUPPL	6.99	
			99	06/17/2013	001-1515-419.53-20	USPS 57380004830311856	12.65	
			99	06/24/2013	001-1515-419.53-20	USPS 57380004830311856	15.40	
			99	07/09/2013	001-1515-419.61-42	TRENDS FURNITURE	174.95	
			99	07/09/2013	001-1515-419.53-20	USPS 57380004830311856	12.65	
						VENDOR TOTAL *	283.63	
						DEPARTMENT TOTAL **	283.63	

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FUND 001	GENERAL FUND							
VEND NO	SSQ#	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 15	ADMINISTRATIVE SERVICES		DIV 20	JUDICIAL				
0006498	00	UMB BANK-CARD CENTER						
		99 07/09/2013		001-1520-412.58-10	FIRSTNET LEARNING INC		81.98	
					VENDOR TOTAL *		81.98	
					DEPARTMENT TOTAL **		81.98	

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FUND	GENERAL FUND		VENDOR NAME	BANK CHECK/DUE DATE	ACCOUNT NO.	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
VEND NO	SEQ#	VOUCHER P.O. NO						
INVOICE NO								
<hr/>								
DEPT 15	ADMINISTRATIVE SERVICES			DIV 24	MAINT OF CITY BUILDINGS			
0006498	00	UMB BANK-CARD CENTER						
		99 06/17/2013		001-1524-419.58-10	SkillPath Seminars Main		399.00	
		99 06/24/2013		001-1524-419.61-20	Wal-Mart #1485		32.27	
		99 06/24/2013		001-1524-419.61-20	Wal-Mart #1485		26.19	
		99 06/24/2013		001-1524-419.61-20	NORCO INC		61.45	
		99 06/24/2013		001-1524-419.61-50	The Home Depot #6005		390.12	
		99 06/24/2013		001-1524-419.43-10	The Home Depot #6005		17.97	
		99 06/24/2013		001-1524-419.61-50	The Home Depot #6005		179.94	
		99 06/24/2013		001-1524-419.43-10	easvkeys.com, inc		9.95	
		99 06/24/2013		001-1524-419.43-10	crescent electric 062		384.33-	
		99 06/24/2013		001-1524-419.43-10	The Home Depot #6005		3.99	
		99 06/24/2013		001-1524-419.43-10	Sherwin Williams #3205		73.22	
		99 06/24/2013		001-1524-419.43-10	crescent electric 062		81.60	
		99 06/24/2013		001-1524-419.43-10	Razor City Locksmith		12.00	
		99 06/24/2013		001-1524-419.43-10	The Home Depot #6005		25.88	
		99 06/24/2013		001-1524-419.61-70	wyoming work warehouse		116.98	
		99 06/24/2013		001-1524-419.61-50	The Home Depot #6005		481.23	
		99 06/24/2013		001-1524-419.61-50	The Home Depot #6005		419.00	
		99 06/24/2013		001-1524-419.62-50	The Home Depot #6005		315.88	
		99 07/09/2013		001-1524-419.43-10	Formula One Of Casper		842.00	
		99 07/09/2013		001-1524-419.43-10	Formula One Of Casper		60.00	
		99 07/09/2013		001-1524-419.43-10	Razor City Locksmith		24.00	
		99 07/09/2013		001-1524-419.43-10	The Home Depot #6005		50.85	
							VENDOR TOTAL *	3,239.19
							DEPARTMENT TOTAL **	3,239.19



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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	BAND-ISSUED	
NO	NO	NO						AMOUNT	
-----									
DEPT 15	ADMINISTRATIVE SERVICES			DIV 25	INFORMATION TECHNOLOGY				
0006498	00	UMB BANK-CARD CENTER							
			99	06/17/2013	001-1525-419.75-10	COFFEE FRIENDS	111.00		
			99	06/17/2013	001-1525-419.75-10	Amazon.com	35.34		
			99	07/09/2013	001-1525-419.61-42	OFFICE DEPOT #3319	61.11		
			99	07/09/2013	001-1525-419.56-10	SMILING MOOSE DELI	22.47		
			99	07/09/2013	001-1525-419.43-20	OFFICE DEPOT #3319	233.53		
			99	07/09/2013	001-1525-419.61-42	ULTIMATE OFFICE SOLUTION	450.87		
			99	07/09/2013	001-1525-419.61-42	MAVERICKLABEL.COM	148.30		
			99	07/09/2013	001-1525-419.61-42	BAR*BARCODES INC	99.29		
			99	07/09/2013	001-1525-419.14-10	REGISTER.COM*12161FDAJ	38.00		
			99	07/09/2013	001-1525-419.61-42	CDW GOVERNMENT	128.02		
			99	07/09/2013	001-1525-419.43-20	AMAZON MKTPLACE PMTS	36.96		
			99	07/09/2013	001-1525-419.43-20	CHRIS SUPPLY COMPANY INC	8.15		
			99	07/09/2013	001-1525-419.56-10	CHEESECAKE SAN FRANCISCO	35.56		
			99	07/09/2013	001-1525-419.56-10	CHIPOTLE 1230	11.80		
			99	07/09/2013	001-1525-419.56-10	TADS STEAKHOUSE - POWE	25.99		
			99	07/09/2013	001-1525-419.56-10	SUPERSHUTTLE EXECUCARSFO	19.50		
			99	07/09/2013	001-1525-419.56-10	TADS STEAKHOUSE - POWE	23.90		
			99	07/09/2013	001-1525-419.56-10	UNITED 0162600309413	25.00		
			99	07/09/2013	001-1525-419.56-10	HILTON HOTELS	483.16		
			99	07/09/2013	001-1525-419.56-10	SUBWAY 00275222	15.30		
			99	07/09/2013	001-1525-419.61-42	WESTERN DIGITAL CORPORAT	5.59		
			99	07/09/2013	001-1525-419.43-20	CHRIS SUPPLY COMPANY INC	14.94		
			99	07/09/2013	001-1525-419.43-20	AMAZON MKTPLACE PMTS	39.99		
			99	07/09/2013	001-1525-419.43-20	CHRIS SUPPLY COMPANY INC	167.80		
			99	07/09/2013	001-1525-419.43-20	CHRIS SUPPLY COMPANY INC	80.84		
			99	07/09/2013	001-1525-419.61-42	OFFICE DEPOT #3319	29.22		
			99	07/09/2013	001-1525-419.43-20	CHRIS SUPPLY COMPANY INC	80.84-		
VENDOR TOTAL *							2,270.79		
DEPARTMENT TOTAL **							2,270.79		

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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 15	ADMINISTRATIVE SERVICES			DIV 30	SAFETY			
0006498	00	UMB BANK-CARD CENTER						
		99 07/09/2013		001-1530-419.58-10	SUBWAY	00275222	44.10	
		99 07/09/2013		001-1530-419.56-10	UNITED CAB		25.00	
		99 07/09/2013		001-1530-419.56-10	UNITED	0162600385432	25.00	
		99 07/09/2013		001-1530-419.56-10	UNITED	0162600595817	25.00	
		99 07/09/2013		001-1530-419.61-70	NORCO INC		84.78	
		99 07/09/2013		001-1530-419.56-10	EMBASSY SUITES DOWNTWN		200.49	
		99 07/09/2013		001-1530-419.29-30	THAT EMBROIDERY PLACE		360.00	
		99 07/09/2013		001-1530-419.58-10	KMART 4863		20.00	
		99 07/09/2013		001-1530-419.59-10	J J KELLER & ASSOCIATES		899.00	
		99 07/09/2013		001-1530-419.29-30	WAL-MART #1485		36.98	
					VENDOR TOTAL *		1,720.35	
					DEPARTMENT TOTAL **		1,720.35	

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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 15	ADMINISTRATIVE SERVICES		DIV 40	GEOGRAPHICAL INFORMATION				
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-1540-419.58-10	SMILING MOOSE DELI	11.39	
			99	07/09/2013	001-1540-419.34-10	INTERMOUNTAIN RECORD CE	35.00	
			99	07/09/2013	001-1540-419.34-10	INTERMOUNTAIN RECORD CE	35.00	
			99	07/09/2013	001-1540-419.34-10	INTERMOUNTAIN RECORD CE	35.00	
			99	07/09/2013	001-1540-419.58-10	ESRI INC	645.00	
			99	07/09/2013	001-1540-419.61-50	GEOSPATIAL EXPERTS	20.00	
			99	07/09/2013	001-1540-419.61-42	AMAZON MKTPLACE PMTS	142.88	
			99	07/09/2013	001-1540-419.58-10	PAYPAL *STORE	179.00	
						VENDOR TOTAL *	1,103.27	
						DEPARTMENT TOTAL **	1,103.27	

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FUND 001	GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME						
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	BFT, EPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
								AMOUNT
DEPT 15	ADMINISTRATIVE SERVICES		DIV 45	CENTRAL SERVICES				
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-1545-419.61-42	POWDER RIVER OFFICE SUPPL	157.63	
			99	06/17/2013	001-1545-419.61-42	MYBINDING COM	31.16	
			99	06/17/2013	001-1545-419.61-42	ULINE *SHIP SUPPLIES	141.29	
			99	06/17/2013	001-1545-419.61-42	POWDER RIVER OFFICE SUPPL	398.00	
			99	07/09/2013	001-1545-419.61-42	SMILING MOOSE DELI	11.39	
			99	07/09/2013	001-1545-419.61-42	VALLEY LITHO SUPPLY	267.94	
			99	07/09/2013	001-1545-419.61-42	POWDER RIVER OFFICE SUPPL	409.77	
			99	07/09/2013	001-1545-419.61-42	POWDER RIVER OFFICE SUPPL	95.92	
			99	07/09/2013	001-1545-419.61-42	POWDER RIVER OFFICE SUPPL	158.70	
						VENDOR TOTAL *	1,671.80	
						DEPARTMENT TOTAL **	1,671.80	

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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 20 FINANCE

DIV 10 FINANCE

0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	001-2010-415.63-10	SMILING MOOSE DELI	113.88		
			99	07/09/2013	001-2010-415.63-10	SMILING MOOSE DELI	113.88		
			99	07/09/2013	001-2010-415.63-10	THE CHOPHOUSE RESTAURA	52.52		
			99	07/09/2013	001-2010-415.61-42	Amazon.com	114.08		
						VENDOR TOTAL *	166.60		
						DEPARTMENT TOTAL **	166.60		

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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 20	FINANCE				DIV 30	PURCHASING		
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-2030-415.61-42	WESTERN STATIONERS	98.90	
						VENDOR TOTAL *	98.90	
						DEPARTMENT TOTAL **	98.90	

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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 25	COMMUNITY DEVELOPMENT			DIV 10	PLANNING				
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	001-2510-419.63-10	BOSS LODGE RESTAURANT AND	144.00		
			99	07/09/2013	001-2510-419.63-10	PAPA JOHNS #3167	88.96		
			99	07/09/2013	001-2510-419.61-42	POWDER RIVER OFFICE SUPPL	26.98		
			99	07/09/2013	001-2510-419.61-42	POWDER RIVER OFFICE SUPPL	75.16		
			99	07/09/2013	001-2510-419.61-42	POWDER RIVER OFFICE SUPPL	4.24-		
			99	07/09/2013	001-2510-419.61-42	OFFICE DEPOT #3319	28.31		
			99	07/09/2013	001-2510-419.63-10	DONS SUPERMARKET #	11.34		
			99	07/09/2013	001-2510-419.63-10	SUBWAY 00079970	125.50		
						VENDOR TOTAL *	496.01		
						DEPARTMENT TOTAL **	496.01		

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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 10	ADMINISTRATION		
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-3010-421.32-40	KEN HAMADY LLC	225.00	
			99	06/17/2013	001-3010-421.61-40	KASSEBURG CANINE TRAINING	275.00	
			99	06/17/2013	001-3010-421.61-40	GUN DOG SUPPLY	399.96	
			99	06/17/2013	001-3010-421.61-40	ANIMAL MEDICAL CENTER	51.99	
			99	06/24/2013	001-3010-421.61-40	FARMERS CO OP ASSN	47.99	
			99	06/24/2013	001-3010-421.61-40	ANIMAL MEDICAL CENTER	192.61	
			99	06/24/2013	001-3010-421.58-10	FREDRYOR CAREERTRACK	99.00	
			99	07/09/2013	001-3010-421.56-10	DEACONS RESTAURANT	28.37	
			99	07/09/2013	001-3010-421.56-10	MOTEL 6	146.90	
			99	07/09/2013	001-3010-421.56-10	DEACONS RESTAURANT	22.09	
			99	07/09/2013	001-3010-421.56-10	PINEAPPLE GRILL	18.21	
			99	07/09/2013	001-3010-421.56-10	PINEAPPLE GRILL	18.68	
			99	07/09/2013	001-3010-421.59-10	NASRO	40.00	
			99	07/09/2013	001-3010-421.61-40	USPS 57380004830311856	19.95	
			99	07/09/2013	001-3010-421.61-40	Galls Intern*	52.48	
			99	07/09/2013	001-3010-421.61-40	FEDEX 795791765319	10.96	
			99	07/09/2013	001-3010-421.61-40	FARMERS CO OP ASSN	50.87	
			99	07/09/2013	001-3010-421.90-10	TIPS/HEALTH COMMUNICATION	660.09	
			99	07/09/2013	001-3010-421.61-50	WDH PHL CHEMICAL TESTING	92.00	
			99	07/09/2013	001-3010-421.61-40	WAL-MART #1485	86.80	
			99	07/09/2013	001-3010-421.61-40	CAN-AM	1,940.00	
						VENDOR TOTAL *	4,478.95	
						DEPARTMENT TOTAL **	4,478.95	



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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 15	DISPATCH			
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-3015-421.43-20	WWW.NEWEGG.COM	49.68	
						VENDOR TOTAL *	49.68	
						DEPARTMENT TOTAL **	49.68	

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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 25	VOCA/VAWA		
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-3025-421.92-05	JEFFERSON LINES	278.50	
			99	06/17/2013	001-3025-421.92-05	ROSETTA STONE	39.94	
			99	06/24/2013	001-3025-421.92-05	POWDER RIVER OFFICE SUPPL	23.97	
			99	07/09/2013	001-3025-421.92-05	ROSETTA STONE	349.00	
			99	07/09/2013	001-3025-421.92-05	TACO JOHNS OF BUFFALO	8.11	
			99	07/09/2013	001-3025-421.92-05	POWDER RIVER OFFICE SUPPL	91.90	
			99	07/09/2013	001-3025-421.92-05	THAI ME UP	26.32	
			99	07/09/2013	001-3025-421.92-05	STOCKMANS INC	14.29	
			99	07/09/2013	001-3025-421.92-05	LOS CABOS	13.14	
			99	07/09/2013	001-3025-421.92-05	WIND RIVER PIZZA & PASTA	23.92	
						VENDOR TOTAL *	869.09	
						DEPARTMENT TOTAL **	869.09	

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FUND 001	GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME						
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	SFT, SPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
								AMOUNT
DEPT 30 POLICE DIV 30 SUBSTNCE ABUSE PREVENTION								
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-3030-421.92-05	MSU-BZ-CONFSVCS-CM	830.00	
			99	06/17/2013	001-3030-421.92-05	BIG SKY LODGING	159.12	
			99	06/24/2013	001-3030-421.92-05	CADCA	1,190.00	
			99	06/24/2013	001-3030-421.92-05	UNITED 0167247342532	671.80	
			99	06/24/2013	001-3030-421.92-05	UNITED 0167247342533	671.80	
						VENDOR TOTAL *	3,522.72	
						DEPARTMENT TOTAL **	3,522.72	

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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 10 POLICE DIV 40 ANIMAL SHELTER OPERATIONS

0006498	00	UMB BANK-CARD CENTER						
			99	06/24/2013	001-3040-429.43-10	THE HOME DEPOT #6005	32.16	
			99	06/24/2013	001-3040-429.34-10	WAL-MART #1485	92.49	
			99	07/09/2013	001-3040-429.61-40	WAL-MART #1485	15.88	
			99	07/09/2013	001-3040-429.34-10	WAL-MART #1485	56.96	
						VENDOR TOTAL *	197.49	
						DEPARTMENT TOTAL **	197.49	

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FUND 001	GENERAL FUND								
VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
-----									
DEPT 35	PUBLIC WORKS		DIV 10 ADMINISTRATION						
0006498	00	UMB BANK-CARD CENTER							
		99 06/24/2013		001-3510-419.63-10		PIZZA HUT #1807	19.28		
		99 06/24/2013		001-3510-419.63-10		SMILING MOOSE DELI	30.80		
		99 07/09/2013		001-3510-419.61-42		POWDER RIVER OFFICE SUPPL	4.99		
		99 07/09/2013		001-3510-419.61-42		OFFICE DEPOT #3319	22.32		
VENDOR TOTAL *							77.39		
DEPARTMENT TOTAL **							77.39		

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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	
NO		NO						AMOUNT	
-----									
DEPT 35	PUBLIC WORKS				DIV 15	PARKS & LANDSCAPING			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	489.37		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	254.60		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	215.90		
			99	07/09/2013	001-3515-452.61-41	FLAGS UNLIMITED LTD	216.00		
			99	07/09/2013	001-3515-452.61-41	RECORD SUPPLY INC-MAIN	83.87		
			99	07/09/2013	001-3515-452.61-70	NORCO INC	55.89		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	79.52		
			99	07/09/2013	001-3515-452.61-41	USPS 57380004830311856	19.70		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	2.36		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	136.50		
			99	07/09/2013	001-3515-452.61-41	FLAGS UNLIMITED LTD	228.00-		
			99	07/09/2013	001-3515-452.61-41	SHERWIN WILLIAMS #3205	416.65		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	93.40		
			99	07/09/2013	001-3515-452.61-70	WYOMING WATER SOLUTIONS	31.25		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	75.91		
			99	07/09/2013	001-3515-452.61-41	NORCO INC	442.08		
			99	07/09/2013	001-3515-452.61-41	NORCO INC	5.54		
			99	07/09/2013	001-3515-452.61-41	WW GRAINGER	927.71		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	493.79		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	59.91		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	27.94		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	147.00		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	227.25		
			99	07/09/2013	001-3515-452.61-41	ROCKY MOUNTAIN DISCOUN	245.99		
			99	07/09/2013	001-3515-452.61-41	ROCKY MOUNTAIN DISCOUN	19.99		
			99	07/09/2013	001-3515-452.61-41	AM LEONARD	112.93		
			99	07/09/2013	001-3515-452.61-41	FARMERS CO OP ASSN	13.98		
			99	07/09/2013	001-3515-452.61-41	KMART 4863	69.96		
			99	07/09/2013	001-3515-452.61-41	MSDS SOLUTIONS	39.95		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	19.97		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	40.08		
			99	07/09/2013	001-3515-452.61-50	GILLETTE CONTRACTOR SUPP	20.77		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	22.41		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	52.62		
			99	07/09/2013	001-3515-452.61-41	RECORD SUPPLY INC-MAIN	.69		
			99	07/09/2013	001-3515-452.61-50	THE HOME DEPOT #6005	156.63		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	435.96		
			99	07/09/2013	001-3515-452.61-50	THE HOME DEPOT #6005	41.88		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	148.59		
			99	07/09/2013	001-3515-452.61-70	GILLETTE CONTRACTOR SUPP	84.15		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	20.43		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	26.60		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	26.91		
			99	07/09/2013	001-3515-452.61-41	WAL-MART #1485	25.76		
			99	07/09/2013	001-3515-452.61-50	GILLETTE CONTRACTOR SUPP	108.59		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	68.74		
			99	07/09/2013	001-3515-452.61-50	THE HOME DEPOT #6005	29.95		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	395.61		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	488.23		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	12.73		
			99	07/09/2013	001-3515-452.58-10	DEPARTMENT OF FIRE PREVEN	200.00		
			99	07/09/2013	001-3515-452.61-41	COLLINS COMMUNICATIONS IN	5.55		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	9.97		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	73.56		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	6.76		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	108.00		
			99	07/09/2013	001-3515-452.61-41	SEARS HOMETOWN 3470	49.99		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	84.44		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	192.48		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	203.82		
			99	07/09/2013	001-3515-452.61-41	THE HOME DEPOT #6005	89.94		
			99	07/09/2013	001-3515-452.61-41	GILLETTE CONTRACTOR SUPP	18.00		
			99	07/09/2013	001-3515-452.61-41	KNECHT HOME CENTER OF GIL	34.99		
			99	07/09/2013	001-3515-452.61-41	KNECHT HOME CENTER OF GIL	69.98		
			99	07/09/2013	001-3515-452.61-41	AUTOZONE #4068	22.19		

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FUND 001	GENERAL FUND							
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
-----								
DEPT 35	PUBLIC WORKS				DIV 15	PARKS & LANDSCAPING		
0006498	00	UMB BANK-CARD CENTER						
		99 07/09/2013		001-3515-452.61-41		GILLETTE CONTRACTOR SUPP	160.20	
		99 07/09/2013		001-3515-452.61-41		GILLETTE WINNELSON CO	165.29	
		99 07/09/2013		001-3515-452.61-41		GILLETTE WINNELSON CO	43.14	
		99 07/09/2013		001-3515-452.61-41		NORCO INC	66.80	
		99 07/09/2013		001-3515-452.61-41		SUNRISE ENVIRONMENTA	305.27	
		99 07/09/2013		001-3515-452.61-41		SHERWIN WILLIAMS #3205	55.09	
		99 07/09/2013		001-3515-452.61-41		THE HOME DEPOT #6005	49.24	
		99 07/09/2013		001-3515-452.61-41		THE HOME DEPOT #6005	50.94	
		99 07/09/2013		001-3515-452.61-41		THE HOME DEPOT #6005	25.55	
		99 07/09/2013		001-3515-452.61-41		GILLETTE CONTRACTOR SUPP	32.97	
		99 07/09/2013		001-3515-452.61-41		GILLETTE CONTRACTOR SUPP	481.52	
		99 07/09/2013		001-3515-452.61-41		GILLETTE CONTRACTOR SUPP	70.10	
		99 07/09/2013		001-3515-452.59-10		WYDMVGILLETTECAMPBELL*	42.50	
		99 07/09/2013		001-3515-452.61-41		WARNE CHEMICAL AND EQU	421.60	
		99 07/09/2013		001-3515-452.61-41		WAL-MART #1485	25.29	
		99 07/09/2013		001-3515-452.58-10		WYDMVGILLETTECAMPBELL*	30.50	
VENDOR TOTAL *							10,199.91	
DEPARTMENT TOTAL **							10,199.91	

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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 25	FORESTRY		
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-3525-452.61-50	FIRST PLACE CELLULAR INC	55.00	
			99	07/09/2013	002-3525-452.61-50	POWDER RIVER OFFICE SUPPL	26.96	
			99	07/09/2013	001-3525-452.61-70	THE HOME DEPOT #6005	112.65	
			99	07/09/2013	002-3525-452.61-41	WAL-MART #1485	61.41	
			99	07/09/2013	001-3525-452.61-70	GILLETTE CONTRACTOR SUPP	368.56	
			99	07/09/2013	001-3525-452.61-70	NORCO INC	139.02	
			99	07/09/2013	001-3525-452.61-41	THE HOME DEPOT #6005	123.42	
			99	07/09/2013	001-3525-452.61-50	THE HOME DEPOT #6005	4.54	
						VENDOR TOTAL *	891.56	
						DEPARTMENT TOTAL **	891.56	



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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 35	PUBLIC WORKS				DIV 35	STREETS		
0006498	00	UMB BANK-CARD CENTER						
			99	06/24/2013	001-3535-431.61-70	WYOMING WORK WAREHOUSE	119.99	
			99	06/24/2013	001-3535-431.61-50	EDGE CONSTRUCTION SUPPLY	12.50	
			99	06/24/2013	001-3535-431.61-50	THE HOME DEPOT #6005	14.93	
			99	06/24/2013	001-3535-431.61-50	THE HOME DEPOT #6005	13.14	
			99	06/24/2013	001-3535-431.61-70	THE HOME DEPOT #6005	47.94	
			99	06/24/2013	001-3535-431.61-70	POWDER RIVER POWER	11.10	
			99	06/24/2013	001-3535-431.61-70	MIKES HARDWARE	1.79	
			99	06/24/2013	001-3535-431.61-70	NORCO INC	45.50	
			99	06/24/2013	001-3535-431.61-70	THE HOME DEPOT #6005	3.74	
			99	06/24/2013	001-3535-431.61-50	GILLETTE WINNELSON CO	29.89	
			99	06/24/2013	001-3535-431.61-70	FIRST PLACS CELLULAR INC	130.00	
			99	06/24/2013	001-3535-431.61-70	THE HOME DEPOT #6005	18.97	
			99	06/24/2013	001-3535-431.61-70	KNECHT HOME CENTER OF GIL	60.42	
			99	06/24/2013	001-3535-431.61-70	NORCO INC	8.61	
			99	06/24/2013	001-3535-431.61-70	PASTENAL COMPANY01	24.75	
			99	06/24/2013	001-3535-431.61-70	NORCO INC	90.70	
			99	06/24/2013	001-3535-431.61-70	THE HOME DEPOT #6005	34.96	
			99	07/09/2013	001-3535-431.61-70	POWDER RIVER POWER	31.32	
			99	07/09/2013	001-3535-431.61-70	SPENCER FLUID POWER INC	96.82	
			99	07/09/2013	001-3535-431.61-70	THE HOME DEPOT #6005	4.21	
			99	07/09/2013	001-3535-431.61-50	RECORD SUPPLY INC-MAIN	23.96	
			99	07/09/2013	001-3535-431.43-20	THE HOME DEPOT #6005	8.98	
			99	07/09/2013	001-3535-431.61-70	GILLETTE CONTRACTOR SUPP	460.97	
			99	07/09/2013	001-3535-431.61-70	EDGE CONSTRUCTION SUPPLY	372.75	
			99	07/09/2013	001-3535-431.61-70	EDGE CONSTRUCTION SUPPLY	348.14	
			99	07/09/2013	001-3535-431.61-70	EDGE CONSTRUCTION SUPPLY	456.07	
			99	07/09/2013	001-3535-431.61-70	THE HOME DEPOT #6005	132.40	
			99	07/09/2013	001-3535-431.61-50	NORCO INC	8.61	
			99	07/09/2013	001-3535-431.61-70	WAL-MART #1485	16.36	
						VENDOR TOTAL *	2,629.52	
						DEPARTMENT TOTAL **	2,629.52	

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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 10	ENGINEERING		
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	001-4010-419.63-10	SMILING MOOSE DELI	11.39	
			99	07/09/2013	001-4010-419.63-10	SMILING MOOSE DELI	11.38	
			99	07/09/2013	001-4010-419.58-10	AMER SOC CIVIL ENGINEERS	995.00	
			99	07/09/2013	001-4010-419.61-42	KNECHT HOME CENTER OF GIL	6.20	
			99	07/09/2013	001-4010-419.61-42	RADIOSHACK DEA00013417	129.99	
			99	07/09/2013	001-4010-419.61-42	KMART 4863	9.53	
			99	07/09/2013	001-4010-419.64-10	AMERICAN PUBLIC WORKS	264.00	
			99	07/09/2013	001-4010-419.61-42	AMAZON MKTPLACE PMTS	16.02	
			99	07/09/2013	001-4010-419.61-42	POWDER RIVER OFFICE SUPPL	89.73	
			99	07/09/2013	001-4010-419.61-42	AMAZON MKTPLACE PMTS	7.48	
			99	07/09/2013	001-4010-419.64-10	INST OF TRANS ENGINEERS	448.00	
			99	07/09/2013	001-4010-419.61-42	GILLETTE CONTRACTOR SUPP	115.43	
						VENDOR TOTAL *	2,104.15	
						DEPARTMENT TOTAL **	2,104.15	

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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 20	BUILDING INSPECTION		
0006498	00	UMB BANK-CARD CENTER						
			99	06/17/2013	001-4020-424.61-42	TRE HOME DEPOT #6005	157.03-	
			99	06/17/2013	001-4020-424.58-10	NCS*ITL CDE COUNCIL EX	185.00	
			99	06/17/2013	001-4020-424.61-42	ALBERTSONS	6.99	
			99	06/17/2013	001-4020-424.61-50	TRE HOME DEPOT #6005	13.97	
			99	06/17/2013	001-4020-424.61-42	ALBERTSONS	16.96	
			99	07/09/2013	001-4020-424.63-10	SMILING MOOSE DELI	11.39	
			99	07/09/2013	001-4020-424.63-10	SMILING MOOSE DELI	11.38	
			99	07/09/2013	001-4020-424.56-10	SERVICE FEES0001900180055	37.50	
			99	07/09/2013	001-4020-424.56-10	UNITED 0167286295297	727.80	
			99	07/09/2013	001-4020-424.58-10	INTL CODE COUNCIL	590.00	
			99	07/09/2013	001-4020-424.64-10	INTL CODE COUNCIL INC	482.80	
			99	07/09/2013	001-4020-424.61-42	PEERLESS INDUSTRIES	124.89	
			99	07/09/2013	001-4020-424.61-42	POWDER RIVER OFFICE SUPPL	21.50	
						VENDOR TOTAL *	2,073.15	
						DEPARTMENT TOTAL **	2,073.15	

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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			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	001-4025-424.58-10	SMILING MOOSE DELI	11.39		
			99	07/09/2013	001-4025-424.61-50	FASTENAL COMPANY01	18.87		
			99	07/09/2013	001-4025-424.61-50	AMERICAN WELDI12035762	14.88		
			99	07/09/2013	001-4025-424.61-42	DESIGNER FURNITURE STORE	863.00		
			99	07/09/2013	001-4025-424.61-42	POWDER RIVER OFFICE SUPPL	389.00		
			99	07/09/2013	001-4025-424.61-42	POWDER RIVER OFFICE SUPPL	272.00		
						VENDOR TOTAL *	1,569.14		
						DEPARTMENT TOTAL **	1,569.14		
001	GENERAL FUND				CASE ON HAND	930,198.68-	FUND TOTAL ***	50,730.51	

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FUND 201		1% OPT SALES TAX 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 10 ADMINISTRATION DIV 11 1% OPTIONAL SALES TAX													
0006498	00	UMB BANK-CARD CENTER		99 07/09/2013	201-1011-419.73-11	GILLETTE CONTRACTOR SUPP	1,313.78						
VENDOR TOTAL *							1,313.78						
DEPARTMENT TOTAL **							1,313.78						
201 1% OPT SALES TAX FUND CASH ON HAND 32,818.01-							FUND TOTAL ***	1,313.78					

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FUND 301	MADISON WATER LINE								
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 45	UTILITIES				DIV 30	WATER			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	301-4530-441.61-42	POWDER RIVER OFFICE SUPPL	15.15		
						VENDOR TOTAL *	15.15		
						DEPARTMENT TOTAL **	15.15		
301	MADISON WATER LINE				CASH ON HAND	3,032,101.61-	FUND TOTAL ***	15.15	

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FUND 501	UTILITIES ADMINISTRATION								
VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, SPAY OR	
INVOICE	NO	VOUCHER P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED	
NO	NO	NO						AMOUNT	
DEPT 45	UTILITIES				DIV 13	ELECTRICAL ENGINEERING			
0006498	00	UMB BANK-CARD CENTER							
	99	07/09/2013			501-4513-440.58-10	ARNE ELECTRO TECH	310.00		
	99	07/09/2013			501-4513-440.61-70	AIRGAS CENTRAL	51.25		
	99	07/09/2013			501-4513-440.61-70	AIRGAS CENTRAL	120.00		
	99	07/09/2013			501-4513-440.61-70	AIRGAS CENTRAL	647.50		
	99	07/09/2013			501-4513-440.61-70	THAT EMBROIDERY PLACE	208.00		
	99	07/09/2013			501-4513-440.61-70	WYOMING WORK WAREHOUSE	179.99		
	99	07/09/2013			501-4513-440.61-70	WYOMING WORK WAREHOUSE	179.99		
	99	07/09/2013			501-4513-440.61-50	BORDER STATES ELECTRIC	329.95		
	99	07/09/2013			501-4513-440.61-70	WYOMING WORK WAREHOUSE	150.00		
	99	07/09/2013			501-4513-440.61-70	AIRGAS CENTRAL	461.35		
	99	07/09/2013			501-4513-440.61-70	AIRGAS CENTRAL	1,044.00		
	99	07/09/2013			501-4513-440.58-10	RAPID CITY SUPER 8 MOTEL	77.93		
	99	07/09/2013			501-4513-440.61-50	BORDER STATES ELECTRIC	170.10		
	99	07/09/2013			501-4513-440.61-50	EDGE CONSTRUCTION SUPPLY	587.71		
	99	07/09/2013			501-4513-440.56-10	DNCSS TEXAS BB SUITES	6.00		
	99	07/09/2013			501-4513-440.56-10	CAFE RIO MEXICAN GRILL	10.68		
	99	07/09/2013			501-4513-440.56-10	TEXAS LAND AND00071431	25.40		
	99	07/09/2013			501-4513-440.56-10	SALTGRASS - ARLINGTONN	37.78		
	99	07/09/2013			501-4513-440.56-10	AUNTIE ANNES TX 109	7.06		
	99	07/09/2013			501-4513-440.56-10	UNITED 0162601081682	25.00		
	99	07/09/2013			501-4513-440.56-10	CHICK-FIL-A # 01307	6.79		
	99	07/09/2013			501-4513-440.56-10	STEAK ESCAPE - DENVER	11.87		
	99	07/09/2013			501-4513-440.56-10	SHERATON ARLINGTON	710.35		
	99	07/09/2013			501-4513-440.56-10	SHERATON ARLINGTON	710.35		
	99	07/09/2013			501-4513-440.61-50	CRUM ELECTRIC SUPPLY CO.	113.79		
	99	07/09/2013			501-4513-440.56-10	RAPID CITY SUPER 8 MOTEL	77.93		
	99	07/09/2013			501-4513-440.61-50	BORDER STATES ELECTRIC	1,485.00		
	99	07/09/2013			501-4513-440.61-50	CRUM ELECTRIC SUPPLY CO.	13.44		
	99	07/09/2013			501-4513-440.56-10	DELTA AIR 0068217501048	25.00		
	99	07/09/2013			501-4513-440.56-10	DELTA AIR 0068217501046	25.00		
	99	07/09/2013			501-4513-440.56-10	CAFE RIO MEXICAN GRILL	10.68		
	99	07/09/2013			501-4513-440.56-10	DNCSS TEXAS BB SUITES	6.00		
	99	07/09/2013			501-4513-440.56-10	TEXAS LAND AND00071431	29.78		
	99	07/09/2013			501-4513-440.56-10	CHICK-FIL-A # 01307	8.59		
	99	07/09/2013			501-4513-440.56-10	SALTGRASS - ARLINGTONN	50.00		
	99	07/09/2013			501-4513-440.56-10	THE GROVE-DALLAS	4.32		
	99	07/09/2013			501-4513-440.56-10	AUNTIE ANNES TX 109	3.99		
	99	07/09/2013			501-4513-440.56-10	UNITED 0162601081639	25.00		
	99	07/09/2013			501-4513-440.56-10	DNCSS TEXAS BB SUITES	6.00		
	99	07/09/2013			501-4513-440.56-10	DNCSS TEXAS BB SUITES	7.50		
	99	07/09/2013			501-4513-440.56-10	CHICK-FIL-A # 01307	8.59		
	99	07/09/2013			501-4513-440.56-10	SIERRA AIRPORT CON	4.69		
	99	07/09/2013			501-4513-440.56-10	STEAK ESCAPE - DENVER	11.87		
	99	07/09/2013			501-4513-440.61-42	BLUEDOG INK.COM	1,755.89		
						VENDOR TOTAL *	9,382.13		
						DEPARTMENT TOTAL **	9,382.13		
501	UTILITIES ADMINISTRATION	CASH ON HAND			2,251.99	FUND TOTAL ***	9,382.13		

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FUND 502	SOLID WASTE 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 45	UTILITIES				DIV 20	SOLID WASTE			
0006498	00	UMB BANK-CARD CENTER							
			99	06/24/2013	502-4520-432.61-70	THE HOME DEPOT #6005	53.82		
			99	06/24/2013	502-4520-432.61-70	SHERWIN WILLIAMS #3205	64.00		
			99	06/24/2013	502-4520-432.61-50	EDGE CONSTRUCTION SUPPLY	6.50		
			99	07/09/2013	502-4520-432.76-10	DRIVE TRAIN INDUSTRIES GI	387.11		
			99	07/09/2013	502-4520-432.76-10	RECORD SUPPLY INC-MAIN	56.37		
			99	07/09/2013	502-4520-432.61-50	WYOMING MARINE AND RV INC	404.85		
			99	07/09/2013	502-4520-432.61-50	POWDER RIVER POWER	29.64		
			99	07/09/2013	502-4520-432.61-50	THE HOME DEPOT #6005	39.97		
						VENDOR TOTAL *	1,042.26		
						DEPARTMENT TOTAL **	1,042.26		
502	SOLID WASTE FUND	CASE ON HAND			58,688.18-	FUND TOTAL ***	1,042.26		



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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			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	503-4530-441.76-10	WHITES FRONTIER MOTORS	5.96		
			99	07/09/2013	503-4530-441.76-10	CAR KNACK INC	575.00		
			99	07/09/2013	503-4530-441.76-10	RECORD SUPPLY INC-MAIN	53.21		
			99	07/09/2013	503-4530-441.76-10	PACIFIC STEEL &RECYC #17	89.47		
			99	07/09/2013	503-4530-441.76-10	RECORD SUPPLY INC-MAIN	45.44		
			99	07/09/2013	503-4530-441.75-10	THE HOME DEPOT #6005	349.60		
			99	07/09/2013	503-4530-441.75-10	FEDEX 795786632510	144.18		
			99	07/09/2013	503-4530-441.75-10	FEDEX 795787206644	139.92		
			99	07/09/2013	503-4530-441.43-20	WESCO - # 6672	70.02		
			99	07/09/2013	503-4530-441.43-20	MIKES HARDWARE	23.80		
			99	07/09/2013	503-4530-441.43-20	CRUM ELECTRIC SUPPLY CO.	270.36		
			99	07/09/2013	503-4530-441.61-70	FARMERS CO OP ASSN	59.99		
			99	07/09/2013	503-4530-441.61-50	GILLETTE CONTRACTOR SUPP	352.31		
			99	07/09/2013	503-4530-441.61-50	SEARS HOMETOWN 3470	110.98		
			99	07/09/2013	503-4530-441.61-50	WAL-MART #1485	14.56		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	193.40		
			99	07/09/2013	503-4530-441.61-50	GILLETTE CONTRACTOR SUPP	458.64		
			99	07/09/2013	503-4530-441.43-10	PROMAAC SYSTEMS, INC.	497.14		
			99	07/09/2013	503-4530-441.61-70	EDGE CONSTRUCTION SUPPLY	445.38		
			99	07/09/2013	503-4530-441.61-50	GILLETTE WINNELSON CO	4.22		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	269.90		
			99	07/09/2013	503-4530-441.43-10	GILLETTE CONTRACTOR SUPP	98.44		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	37.07		
			99	07/09/2013	503-4530-441.61-50	FARMERS CO OP ASSN	59.99		
			99	07/09/2013	503-4530-441.43-10	GILLETTE WINNELSON CO	35.76		
			99	07/09/2013	503-4530-441.61-50	GILLETTE CONTRACTOR SUPP	264.71		
			99	07/09/2013	503-4530-441.58-10	OWPSACSTATE	111.00		
			99	07/09/2013	503-4530-441.56-10	AMERICAN WATERWORKS	595.00		
			99	07/09/2013	503-4530-441.43-41	HARDEES #3214 Q87	41.18		
			99	07/09/2013	503-4530-441.56-10	SERVICE FEES0001923180242	37.50		
			99	07/09/2013	503-4530-441.56-10	UNITED 0167286295318	546.80		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	60.54		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	32.42		
			99	07/09/2013	503-4530-441.61-50	WAL-MART #1485	15.91		
			99	07/09/2013	503-4530-441.61-70	GILLETTE CONTRACTOR SUPP	9.28		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	22.94		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	8.48		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	215.40		
			99	07/09/2013	503-4530-441.61-50	FARMERS CO OP ASSN	173.21		
			99	07/09/2013	503-4530-441.61-50	FARMERS CO OP ASSN	173.21		
			99	07/09/2013	503-4530-441.61-50	FARMERS CO OP ASSN	163.39		
			99	07/09/2013	503-4530-441.61-50	THE HOME DEPOT #6005	29.02		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	407.40		
			99	07/09/2013	503-4530-441.61-70	WYOMING WORK WAREHOUSE	147.59		
			99	07/09/2013	503-4530-441.61-50	WYOMING WORK WAREHOUSE	19.99		
			99	07/09/2013	503-4530-441.61-50	GILLETTE CONTRACTOR SUPP	64.36		
			99	07/09/2013	503-4530-441.61-50	POWDER RIVER POWER	8.80		
			99	07/09/2013	503-4530-441.61-50	POWDER RIVER POWER	75.64		
			99	07/09/2013	503-4530-441.56-10	FUJI JAPANESE STEAKHOUSE	13.17		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	55.93		
			99	07/09/2013	503-4530-441.61-50	MIKES HARDWARE	4.19		
			99	07/09/2013	503-4530-441.61-50	SHERWIN WILLIAMS #3205	24.75		
			99	07/09/2013	503-4530-441.61-50	EDGE CONSTRUCTION SUPPLY	55.93		
			99	07/09/2013	503-4530-441.61-50	RAZOR CITY LOCKSMITH	20.00		
			99	07/09/2013	503-4530-441.61-50	MIKES HARDWARE	7.74		
			99	07/09/2013	503-4530-441.61-50	POWDER RIVER POWER	32.32		
			99	07/09/2013	503-4530-441.61-50	POWDER RIVER HARDWARE	53.48		
VENDOR TOTAL *							7,549.60		
DEPARTMENT TOTAL **							7,549.60		
503	WATER FUND	CASH ON HAND			46,227.28-	FUND TOTAL ***	7,549.60		

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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			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	504-4540-442.58-10	SMILING MOOSE DELI	11.39		
			99	07/09/2013	504-4540-442.43-52	THE HOME DEPOT #6005	20.91		
			99	07/09/2013	504-4540-442.61-70	GILLETTE OPTOMETRIC CLINI	343.00		
			99	07/09/2013	504-4540-442.61-50	FARMERS COOP ASSN	77.98		
			99	07/09/2013	504-4540-442.53-20	FEDEX 795784502085	37.78		
			99	07/09/2013	504-4540-442.61-50	SHOPFAIRMONTSSUPPLY.COM	485.87		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	23.44		
			99	07/09/2013	504-4540-442.75-10	MORGAN SCHAPPER INC.	754.37		
			99	07/09/2013	504-4540-442.75-10	BORDER STATES ELECTRIC	574.00		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	48.28		
			99	07/09/2013	504-4540-442.53-20	FEDEX 795784775546	12.36		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	15.70		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	3.96		
			99	07/09/2013	504-4540-442.53-20	FEDEX 795788691328	13.20		
			99	07/09/2013	504-4540-442.53-20	FEDEX 795788692092	10.72		
			99	07/09/2013	504-4540-442.56-10	SERVICE FEES0001961170681	37.50		
			99	07/09/2013	504-4540-442.56-10	DELTA AIR 0067286295267	455.80		
			99	07/09/2013	504-4540-442.61-50	OFFICE DEPOT #3319	55.93		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	6.94		
			99	07/09/2013	504-4540-442.53-20	FEDEX 795791794495	60.26		
			99	07/09/2013	504-4540-442.43-51	FEDEX 801813232137	269.65		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	14.41		
			99	07/09/2013	504-4540-442.61-50	MIKES HARDWARE	6.27		
			99	07/09/2013	504-4540-442.61-50	POWDER RIVER OFFICE SUPPL	19.98		
			99	07/09/2013	504-4540-442.61-50	THE HOME DEPOT #6005	9.54		
			99	07/09/2013	504-4540-442.61-50	HD SUPPLY UTILITIES, LTD	48.64		
			99	07/09/2013	504-4540-442.61-50	HD SUPPLY UTILITIES, LTD	234.23		
			99	07/09/2013	504-4540-442.74-32	BORDER STATES ELECTRIC	812.98		
			99	07/09/2013	504-4540-442.43-52	THE HOME DEPOT #6005	30.97		
			99	07/09/2013	504-4540-442.61-50	PASTENAL COMPANY01	48.54		
						VENDOR TOTAL *	4,544.60		
						DEPARTMENT TOTAL **	4,544.60		
504	POWER FUND				CASH ON HAND	190,658.25	FUND TOTAL ***	4,544.60	

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FUND 505	SEWER 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 50	SEWER			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	505-4550-443.43-20	RECORD SUPPLY INC-MAIN	14.09		
			99	07/09/2013	505-4550-443.75-10	FASTENAL COMPANY01	25.39		
			99	07/09/2013	505-4550-443.75-10	CRESCENT ELECTRIC 062	26.08		
			99	07/09/2013	505-4550-443.43-20	FEDEX 795791597098	8.93		
			99	07/09/2013	505-4550-443.43-20	CRESCENT ELECTRIC 062	66.34		
			99	07/09/2013	505-4550-443.75-10	FASTENAL COMPANY01	28.94		
			99	07/09/2013	505-4550-443.43-20	HACH COMPANY	40.45		
			99	07/09/2013	505-4550-443.75-10	CRUM ELECTRIC SUPPLY CO.	121.73		
			99	07/09/2013	505-4550-443.75-10	CRUM ELECTRIC SUPPLY CO.	197.04		
			99	07/09/2013	505-4550-443.75-10	JLC SIGN SYSTEMS	42.00		
			99	07/09/2013	505-4550-443.75-10	CRUM ELECTRIC SUPPLY CO.	345.65		
			99	07/09/2013	505-4550-443.75-10	CRUM ELECTRIC SUPPLY CO.	96.78		
			99	07/09/2013	505-4550-443.43-10	ACTION LOCK AND KEY	51.46		
			99	07/09/2013	505-4550-443.43-62	FARMERS COOP A07050321	146.28		
			99	07/09/2013	505-4550-443.43-62	FARMERS COOP ASSN	138.00		
			99	07/09/2013	505-4550-443.43-62	FARMERS COOP ASSN	146.28		
			99	07/09/2013	505-4550-443.43-10	THE HOME DEPOT #6005	99.00		
			99	07/09/2013	505-4550-443.61-50	RECORD SUPPLY INC-MAIN	14.91		
			99	07/09/2013	505-4550-443.61-50	THE HOME DEPOT #6005	41.42		
			99	07/09/2013	505-4550-443.43-20	PACIFIC STEEL & RECYC #17	97.20		
			99	07/09/2013	505-4550-443.43-20	THE HOME DEPOT #6005	38.70		
			99	07/09/2013	505-4550-443.43-20	POWDER RIVER POWER	14.47		
			99	07/09/2013	505-4550-443.43-20	GILLETTE STEEL CENTER	72.00		
			99	07/09/2013	505-4550-443.43-20	POWDER RIVER POWER	51.07		
			99	07/09/2013	505-4550-443.61-50	PETCO 2419 63524193	7.98		
			99	07/09/2013	505-4550-443.43-10	DON N MOES EXHAUST INC	25.00		
			99	07/09/2013	505-4550-443.43-62	GILLETTE CONTRACTOR SUPP	104.84		
			99	07/09/2013	505-4550-443.61-50	MIKES HARDWARE	10.49		
			99	07/09/2013	505-4550-443.44-20	RECORD SUPPLY INC-MAIN	27.98		
			99	07/09/2013	505-4550-443.61-70	GILLETTE OPTOMETRIC CLINI	173.80		
			99	07/09/2013	505-4550-443.32-10	WALGREENS #7928	16.50		
			99	07/09/2013	505-4550-443.43-10	COLORADO ANALYTICAL	405.00		
			99	07/09/2013	505-4550-443.43-20	GILLETTE CONTRACTOR SUPP	114.84		
			99	07/09/2013	505-4550-443.64-10	USA BLUE BOOK	163.16		
			99	07/09/2013	505-4550-443.61-50	NORTHWEST SCIENTIFIC INC	316.10		
			99	07/09/2013	505-4550-443.61-50	NORTHWEST SCIENTIFIC INC	293.38		
			99	07/09/2013	505-4550-443.61-40	HACH COMPANY	245.95		
			99	07/09/2013	505-4550-443.61-40	FASTENAL COMPANY01	48.15		
			99	07/09/2013	505-4550-443.61-40	PSS/CCS PRESENTATION SYST	134.15		
						VENDOR TOTAL *	3,697.99		
						DEPARTMENT TOTAL **	3,697.99		
505	SEWER FUND				CASH ON HAND	30,127.50	FUND TOTAL ***	3,697.99	

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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, BPAY OR HAND-ISSUED AMOUNT		
DEPT 15 ADMINISTRATIVE SERVICES DIV 24 MAINT OF CITY BUILDINGS									
0006498 00 UMB BANK-CARD CENTER									
			99 06/24/2013	601-1524-419.43-10	THE HOME DEPOT #6005	9.87			
			99 07/09/2013	601-1524-419.43-10	THE HOME DEPOT #6005	278.12			
			99 07/09/2013	601-1524-419.43-10	THE HOME DEPOT #6005	14.42			
VENDOR TOTAL *						302.41			
DEPARTMENT TOTAL **						302.41			
601 BUILDING MAINTENANCE FUND CASH ON HAND 1,064.98-						FUND TOTAL ***	302.41		

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FUND 603	CITY WAREHOUSE 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	BAND-ISSUED	AMOUNT
-----									
DEPT 20	FINANCE				DIV 25	WAREHOUSE			
0006498	00	UMB BANK-CARD CENTER							
			99	07/09/2013	603-2025-415.63-10	SMILING MOOSE DELI	11.39		
						VENDOR TOTAL *	11.39		
						DEPARTMENT TOTAL **	11.39		
603	CITY WAREHOUSE FUND	CASH ON HAND			180,495.36-	FUND TOTAL ***	11.39		

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FUND 604	VEHICLE MAINTENANCE							
VEND NO	SEQ#	VENDOR NAME						
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EST, EPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
								AMOUNT
DEPT 15	ADMINISTRATIVE SERVICES				DIV 50	VEHICLE MAINTENANCE		
0006498	00	UMB BANK-CARD CENTER						
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	138.80	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	31.09	
	99	07/09/2013			604-1550-419.61-41	CHRIS SUPPLY COMPANY INC	24.30	
	99	07/09/2013			604-1550-419.43-70	FRANKS ALIGNMENT COMPLETE	68.00	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	192.00	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE#1 -GILLETTE	492.56	
	99	07/09/2013			604-1550-419.61-41	ACTION LOCK AND KEY	25.00	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	23.42	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	155.80	
	99	07/09/2013			604-1550-419.43-70	WHITES FRONTIER MOTORS	740.85	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	18.57	
	99	07/09/2013			604-1550-419.61-41	THUNDER BASIN FORD	63.34	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	1,154.76	
	99	07/09/2013			604-1550-419.43-70	WHITES FRONTIER MOTORS	149.00	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	29.41	
	99	07/09/2013			604-1550-419.61-50	WHITES FRONTIER MOTORS	76.50	
	99	07/09/2013			604-1550-419.43-70	WHITES FRONTIER MOTORS	329.24	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	86.52	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	34.65	
	99	07/09/2013			604-1550-419.43-70	THUNDER BASIN FORD	166.32	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	149.88	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	132.56	
	99	07/09/2013			604-1550-419.61-41	WHITES FRONTIER MOTORS	132.31	
	99	07/09/2013			604-1550-419.61-41	COLLINS COMMUNICATIONS IN	172.53	
	99	07/09/2013			604-1550-419.61-41	POWDER RIVER POWER	130.86	
	99	07/09/2013			604-1550-419.61-41	BIG HORN HYDRAULICS INC	69.21	
	99	07/09/2013			604-1550-419.61-41	POWDER RIVER POWER	5.24	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	4.98	
	99	07/09/2013			604-1550-419.61-41	TITAN MACHINERY - GILLE	1,339.22	
	99	07/09/2013			604-1550-419.61-41	TITAN MACHINERY - GILLE	10.05	
	99	07/09/2013			604-1550-419.61-41	JACKS TRUCK AND EQUIPM	175.55	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	141.99	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	628.82	
	99	07/09/2013			604-1550-419.61-41	GLOBAL HEAT TRNSFR OF WY	1,136.36	
	99	07/09/2013			604-1550-419.61-41	MULLIGAN TRAILER SALES	259.98	
	99	07/09/2013			604-1550-419.61-41	GILLETTE CONTRACTOR SUPP	41.74	
	99	07/09/2013			604-1550-419.61-41	POWDER RIVER POWER	86.20	
	99	07/09/2013			604-1550-419.61-41	GILLETTE CONTRACTOR SUPP	108.00	
	99	07/09/2013			604-1550-419.61-41	GILLETTE CONTRACTOR SUPP	41.74	
	99	07/09/2013			604-1550-419.61-41	CRESCENT ELECTRIC 062	212.86	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	2.08	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	8.28	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	10.08	
	99	07/09/2013			604-1550-419.61-41	DRIVE TRAIN INDUSTRIES GI	84.82	
	99	07/09/2013			604-1550-419.61-41	DRIVE TRAIN INDUSTRIES GI	61.48	
	99	07/09/2013			604-1550-419.61-41	JACKS TRUCK AND EQUIPM	55.66	
	99	07/09/2013			604-1550-419.61-41	POWDER RIVER POWER	5.52	
	99	07/09/2013			604-1550-419.61-41	SHOPPAIRMONTSSUPPLY.COM	71.24	
	99	07/09/2013			604-1550-419.43-70	BIG HORN TIRE #1-GLLT	42.00	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	62.00	
	99	07/09/2013			604-1550-419.61-41	WYOMING MARINE AND RV INC	305.94	
	99	07/09/2013			604-1550-419.61-50	JACKS TRUCK AND EQUIPM	767.49	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	716.62	
	99	07/09/2013			604-1550-419.61-41	GLOBAL HEAT TRNSFR OF WY	224.40	
	99	07/09/2013			604-1550-419.61-41	BIG HORN TIRE #1-GLLT	98.00	
	99	07/09/2013			604-1550-419.43-20	MIKES HARDWARE	2.60	
	99	07/09/2013			604-1550-419.61-41	FASTENAL COMPANY01	454.50	
	99	07/09/2013			604-1550-419.61-41	JACKS TRUCK AND EQUIPM	41.90	
	99	07/09/2013			604-1550-419.61-41	JACKS TRUCK AND EQUIPM	369.23	
	99	07/09/2013			604-1550-419.61-41	RECORD SUPPLY INC-MAIN	2,658.30	
	99	07/09/2013			604-1550-419.61-41	WYOMING MARINE AND RV INC	124.99	
	99	07/09/2013			604-1550-419.61-41	JACKS TRUCK AND EQUIPM	267.85	
	99	07/09/2013			604-1550-419.43-70	BIG HORN TIRE #1-GLLT	88.00	
	99	07/09/2013			604-1550-419.61-41	DON N MOES EXHAUST INC	300.00	
	99	07/09/2013			604-1550-419.61-41	CARQUEST 01031111	1,721.84	

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FUND 604	VEHICLE MAINTENANCE							EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME						HAND- ISSUED
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	AMOUNT
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	
DEPT 15 ADMINISTRATIVE SERVICES DIV 50 VEHICLE MAINTENANCE								
0006498	00	UMB BANK-CARD CENTER						
	99	07/09/2013		604-1550-419.61-41		WHITES FRONTIER MOTORS	249.33	
	99	07/09/2013		604-1550-419.43-70		WHITES FRONTIER MOTORS	198.50	
	99	07/09/2013		604-1550-419.61-41		JACKS TRUCK AND EQUIPM	720.95	
	99	07/09/2013		604-1550-419.61-41		WYOMING MARINE AND RV INC	269.99-	
	99	07/09/2013		604-1550-419.61-41		JACKS TRUCK AND EQUIPM	38.81	
	99	07/09/2013		604-1550-419.61-41		JACKS TRUCK AND EQUIPM	150.05	
	99	07/09/2013		604-1550-419.61-41		JACKS TRUCK AND EQUIPM	1,451.23	
	99	07/09/2013		604-1550-419.61-41		JACKS TRUCK AND EQUIPM	202.52	
	99	07/09/2013		604-1550-419.61-50		EXXONMOBIL 45948759	9.89	
	99	07/09/2013		604-1550-419.61-41		RECORD SUPPLY INC-MAIN	16.12	
	99	07/09/2013		604-1550-419.61-50		UNIVERSAL ATHLETIC GLT	15.98	
	99	07/09/2013		604-1550-419.61-50		MIKES HARDWARE	15.38	
	99	07/09/2013		604-1550-419.61-41		SHERMAN & REILLY INC.	348.97	
	99	07/09/2013		604-1550-419.61-41		REPAIRCLINIC.COM	42.62	
	99	07/09/2013		604-1550-419.61-41		MULLIGAN TRAILER SALES	22.48	
	99	07/09/2013		604-1550-419.61-50		MIKES HARDWARE	7.99	
	99	07/09/2013		604-1550-419.61-41		POWDER RIVER POWER	41.83	
	99	07/09/2013		604-1550-419.61-50		AIRGAS CENTRAL	207.62	
	99	07/09/2013		604-1550-419.61-41		WYOMING MARINE AND RV INC	309.99	
	99	07/09/2013		604-1550-419.61-41		TITAN MACHINERY - GILLE	91.80	
	99	07/09/2013		604-1550-419.43-70		INDUSTRIAL ALTERNATOR	135.00	
	99	07/09/2013		604-1550-419.61-41		POWDER RIVER POWER	136.50	
	99	07/09/2013		604-1550-419.61-41		THUNDER BASIN FORD	53.64	
	99	07/09/2013		604-1550-419.43-70		FRANKS ALIGNMENT COMPLETE	68.00	
	99	07/09/2013		604-1550-419.61-41		WHITES FRONTIER MOTORS	33.55	
	99	07/09/2013		604-1550-419.61-31		KWIK SHOP CENTRAL	40.33	
	99	07/09/2013		604-1550-419.61-31		KWIK SHOP SOUTH	71.69	
	99	07/09/2013		604-1550-419.61-31		KWIK SHOP CENTRAL	79.17	
	99	07/09/2013		604-1550-419.61-31		MAVERICK COUNTRY STORE	35.89	
	99	07/09/2013		604-1550-419.61-31		MAVERIK #476	58.68	
	99	07/09/2013		604-1550-419.61-31		EXXONMOBIL 45461803	27.96	
	99	07/09/2013		604-1550-419.61-31		EXXONMOBIL 47737275	33.23	
	99	07/09/2013		604-1550-419.61-31		MAXS CONOCO	32.81	
	99	07/09/2013		604-1550-419.61-31		JUNCTION CONVENIENCE	48.59	
	99	07/09/2013		604-1550-419.61-31		MAVERICK COUNTRY STORE	42.51	
	99	07/09/2013		604-1550-419.61-31		MAVERICK COUNTRY STORE	39.97	
VENDOR TOTAL *							21,932.18	
DEPARTMENT TOTAL **							21,932.18	

PREPARED 07/11/2013, 14:08:49  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
UMB BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/11/2013 CHECK DATE: 07/11/2013

PAGE 42

BANK: 99

FUND 604 VEHICLE MAINTENANCE											
VEND NO	SEQ#	VENDOR NAME									
INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT					BFT, EPAY OR HAND-ISSUED AMOUNT
DEPT 15 ADMINISTRATIVE SERVICES DIV 55 VEHICLE REPLACEMENT											
0006498 00 UMB BANK-CARD CENTER											
			99 07/09/2013	604-1555-419.76-10	PACIFIC STEEL &RECYC #17	135.42					
			99 07/09/2013	604-1555-419.76-10	DRIVE TRAIN INDUSTRIES GI	20.78					
VENDOR TOTAL *						156.20					
DEPARTMENT TOTAL **						156.20					
604	VEHICLE MAINTENANCE		CASH ON HAND	10,723.61-	FUND TOTAL ***	22,088.38					



PREPARED 07/11/2013, 14:08:49  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
UMB BANK

EXPENDITURE APPROVAL LIST  
AS OF: 07/11/2013 CHECK DATE: 07/11/2013

PAGE 43

BANK: 99

FUND 702	INSURANCE 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 15	ADMINISTRATIVE SERVICES		DIV 95	INSURANCE				
0006498	00	UMB BANK-CARD CENTER						
			99	07/09/2013	702-1595-419.92-06	FIRST CLASS AUTO BODY	65.00	
			99	07/09/2013	702-1595-419.92-06	JACKS TRUCK AND EQUIPM	4,447.52	
						VENDOR TOTAL *	4,512.52	
						DEPARTMENT TOTAL **	4,512.52	
702	INSURANCE FUND					FUND TOTAL ***	4,512.52	
		CASH ON HAND			11.71-	TOTAL EXPENDITURES ****	105,190.72	
					GRAND TOTAL *****			105,190.72



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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Council Member Carter-King - \$2,966.55.

**BACKGROUND:**

Internet Reimbursement - \$23.73

Powder River Office Supply - \$2,942.82 - 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](#)

Expenditure Approval Report  
Check Approval Date of 08/06/2013



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
77		JULY INTERNET REIMBURSEMENT	23.73
		VENDOR TOTAL:	23.73
2565-ROBIN KUNTZ			
78		JULY INTERNET REIMBURSEMENT	14.98
		VENDOR TOTAL:	14.98
		DIVISION TOTAL:	38.71
		DEPARTMENT TOTAL:	38.71

**Expenditure Approval Report**  
**Check Approval Date of 08/06/2013**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
30-ADMINISTRATIVE SERVICES			
31-CITY CLERK/PRINT SHOP			
2037-POWDER RIVER OFFICE SUPPLY			
263		NOTARY STAMP - T JEWELL	31.50
		VENDOR TOTAL:	31.50
		DIVISION TOTAL:	31.50
		DEPARTMENT TOTAL:	31.50
		FUND TOTAL:	70.21
		GRAND TOTAL:	70.21

<u>EMPLOYEE LAST NAME</u>	<u>EMPLOYEE FIRST NAME</u>	<u>PURCHASE DESCRIPTION</u>	<u>TRANSACTION AMOUNT</u>	<u>MERCHANT NAME</u>	<u>TRANSACTION DATE</u>
BUSH	ELSA	TABS	15.15	POWDER RIVER OFFICE SUPPL	6/17/2013
BUSK	CHARLENE	INDEX STOCK & LEDGER	409.77	POWDER RIVER OFFICE SUPPL	6/20/2013
BUSK	CHARLENE	LABEL TAPE	157.63	POWDER RIVER OFFICE SUPPL	5/30/2013
BUSK	CHARLENE	ORANGE STOCK PAPER	95.92	POWDER RIVER OFFICE SUPPL	6/24/2013
BUSK	CHARLENE	PRE/POST TRIP MSP BOOKS	398.00	POWDER RIVER OFFICE SUPPL	6/11/2013
BUSK	CHARLENE	PRINTING SUPPLIES	158.70	POWDER RIVER OFFICE SUPPL	6/26/2013
DAMORI	KARA	PENCILS AND SUPPLIES	27.31	POWDER RIVER OFFICE SUPPL	6/13/2013
DAVIDSMEIER	PATTI	INBOX/OUTBOXES	52.19	POWDER RIVER OFFICE SUPPL	6/25/2013
DAVIDSMEIER	PATTI	OFFICE SUPPLIES FOR PIO	276.09	POWDER RIVER OFFICE SUPPL	6/3/2013
KING	KIMBERLY	ADDRESS LABELS	21.50	POWDER RIVER OFFICE SUPPL	6/21/2013
LUNNE	JOE	OFFICE SUPPLIES FOR PIO	276.09	POWDER RIVER OFFICE SUPPL	6/3/2013
MATTESON	BRANDY	PURCHASE STAMPS	91.90	POWDER RIVER OFFICE SUPPL	6/25/2013
MCCARTY	JILL	OFFICE CHAIR - RICK	389.00	POWDER RIVER OFFICE SUPPL	6/5/2013
MCCARTY	JILL	OFFICE CHAIR - TY	272.00	POWDER RIVER OFFICE SUPPL	6/5/2013
MCCARTY	JILL	OFFICE SUPPLIES	89.73	POWDER RIVER OFFICE SUPPL	6/4/2013
OLSON	TRACY	LARRY MANNING MAGNIFYING	26.98	POWDER RIVER OFFICE SUPPL	6/20/2013
OLSON	TRACY	PENS AND REFILLS	75.16	POWDER RIVER OFFICE SUPPL	6/25/2013
OLSON	TRACY	REFUND ON TAX	-4.24	POWDER RIVER OFFICE SUPPL	6/25/2013
REED	ASHLEY	OFFICE SUPPLIES	23.97	POWDER RIVER OFFICE SUPPL	6/12/2013
STASKIEWICZ	CYNTHIA	REPORT COVERS	6.99	POWDER RIVER OFFICE SUPPL	6/5/2013
WANDLER	LISA	NOTARY STAMP FOR LISA	31.50	POWDER RIVER OFFICE SUPPL	6/18/2013
WENZEL	JAMES	STAGING ROOM SUPPLIES	19.98	POWDER RIVER OFFICE SUPPL	6/25/2013
			2911.32		



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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Council Member Kuntz - \$674.98.

**BACKGROUND:**

Internet Reimbursement - \$14.98  
Wyoming Red Rock - \$660.00- Boulders for Landscaping/Rock Farm

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

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

**STAFF REFERENCE:**

Tom Pitlick, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Conflict Claims](#)

PREPARED 08/01/2013, 12:25:01  
PROGRAM: GM339L  
CITY OF GILLETTE/CITY CLERK  
FIRST INTERSTATE BANK

EXPENDITURE APPROVAL LIST  
AS OF: 08/06/2013 CHECK DATE: 08/06/2013

PAGE 1

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
0001646	00	WYOMING RED ROCK						
932		PI0415 183349 00 06/26/2013			001-3515-452.61-41	GROUNDS & PARK SERVICES	660.00	
						VENDOR TOTAL *	660.00	

**Expenditure Approval Report**  
**Check Approval Date of 08/06/2013**



Invoice Number		Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>10-ADMINISTRATION</b>			
<b>01-MAYOR &amp; COUNCIL</b>			
2487-LOUISE CARTER KING			
77		JULY INTERNET REIMBURSEMENT	23.73
		<b>VENDOR TOTAL:</b>	<b>23.73</b>
2565-ROBIN KUNTZ			
78		JULY INTERNET REIMBURSEMENT	14.98
		<b>VENDOR TOTAL:</b>	<b>14.98</b>
		<b>DIVISION TOTAL:</b>	<b>38.71</b>
		<b>DEPARTMENT TOTAL:</b>	<b>38.71</b>





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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Council Member Rothleutner - \$21.95.

**BACKGROUND:**

Mike's Hardware - \$1.79 - Keys for new streets employee

Mike's Hardware - \$7.18 - Coax Wall Plate

Mike's Hardware - \$12.98 - Masonry bit screws

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

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

**STAFF REFERENCE:**

Tom Pitlick, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Conflict Claims](#)

<u>EMPLOYEE</u> <u>LAST</u> <u>NAME</u>	<u>EMPLOYEE</u> <u>FIRST</u> <u>NAME</u>	<u>PURCHASE</u> <u>DESCRIPTION</u>	<u>TRANSACTION</u> <u>AMOUNT</u>	<u>MERCHANT</u> <u>NAME</u>	<u>TRANSACTION</u> <u>DATE</u>
CRIST	ROCKY	KEYS FOR NEW STREETS	1.79	MIKES HARDWARE	6/7/2013
PALAZZARI	GENO	COAX WALL PLATE	7.18	MIKES HARDWARE	5/29/2013
PALAZZARI	GENO	MASONRY BIT, SCREWS	12.98	MIKES HARDWARE	5/28/2013
			21.95		



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**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Recognition of the 2013 Second Quarter P.R.I.D.E. Recipients.

**BACKGROUND:**

The Quarterly P.R.I.D.E. Award is an employee recognition program which recognizes either an individual or a team that exemplifies the City's core values: Productivity, Responsibility, Integrity, Dedication and Enthusiasm. Nominations are made by employees who recognize outstanding efforts of their peers, and selection is made by the Employee Recognition Committee.

The Team of Tracy Gover, Michelle Henderson, Myra Lacy and Diane Williams have worked tirelessly on the first phase of the Tyler Software Conversion. Congratulations to each of them on achieving the 2nd Quarter P.R.I.D.E. Award for 2013!

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

J. Carter Napier, City Administrator

**ATTACHMENTS:**

Click to download

- ☐ [P.R.I.D.E. Award Recipients-2nd Quarter 2013](#)
- ☐ [2nd Qtr P.R.I.D.E. Recipient Award Letter](#)

**CITY OF GILLETTE Quarterly  
Employee Recognition**

***P.R.I.D.E. AWARD***

On behalf of the Employee Recognition Committee and the employees of the City of Gillette, we are proud to announce Michelle Henderson, Finance Manager, Diane Williams, Senior Systems Analyst, Tracy Gover, IT Manager, and Myra Lacy, Systems Analyst, as the recipient of the ***P.R.I.D.E.*** Award for the 2nd Quarter of 2013.

This group was nominated by their peers due to their outstanding commitment to the City of Gillette, and selected based on their ability to exemplify the City's core values: ***P***roductivity, ***R***esponsibility, ***I***ntegrity, ***D***edication, and ***E***nthusiasm.

These employees know the true meaning of productivity. As integral members of the City-wide software replacement project, these four employees have produced and proofed more work than one can imagine. They evaluated all current financial processes and procedures and evaluated the best way to make the system work for the City of Gillette. They came up with written procedures for these procedures and provided training to employees as well.

No one person could achieve what they have accomplished. It had to be done through teamwork and hard work. During this past quarter, these employees have been working on the financial conversion data. As anyone who has worked through a project like this knows, conversions don't always go well and this one was no exception. Numerous passes were made on the financial data and it simply would not balance. We knew we could not go live without all the figures balancing. It wasn't until about 3:00 p.m. on Sunday, June 30, that figures finally balanced. This happened because of the work and effort of these four individuals. The number of hours they worked above and beyond their normal schedule is difficult to pinpoint. But, there were many long, long hours including lunch hours, evenings and weekends.

What is truly amazing is that throughout this ordeal they maintained a positive and upbeat attitude – they knew they could do it. They believed in their unique talents and abilities, they knew they were smarter than the software – in fact they took it on as their mission to solve the many issues they faced. They maintained the fighting spirit – that determination to not let anything or anyone drag them down or stop them. They were relentless in solving each and every issue they faced – and there were many!!!

These four employees are dedicated and hard working individuals. They gave it all to ensure the City of Gillette went 'live' on schedule with the first phase of this enormous project. They deserve significant credit for their efforts, team work, and outstanding attitude.

Clearly, they gave it all and made it happen. They have gone the extra mile on every aspect of this project to-date. The City is fortunate to have such dedicated and hard working employees as these four employees.

**CONGRATULATIONS!!**  
**YOU HAVE BEEN SELECTED BY THE**  
**EMPLOYEE RECOGNITION**  
**COMMITTEE TO RECEIVE THE**  
***P.R.I.D.E.* AWARD**  
**FOR THE 2ND QUARTER, 2013**

August 5th, 2013

The City Administrator, Mayor and Council would like to congratulate Michelle Henderson (Finance Manager), Diane Williams, Tracy Gover and Myra Lacy (It Department) on achieving the 2nd Quarter *P.R.I.D.E.* Award for 2013. You were nominated by your peers for your outstanding commitment to the City of Gillette. You were chosen based on your ability to exemplify the City's core values: *P*roductivity, *R*esponsibility, *I*ntegrity, *D*edication, and *E*nthusiasm.

We are honored to present you with this *P.R.I.D.E.* Award and encourage you to continue to be an example to your co-workers. Please accept the thanks and recognition you deserve and have truly earned for your outstanding performance and service to the citizens of the City of Gillette.

Sincerely,

J. Carter Napier  
City Administrator

Tom Murphy  
Mayor, City of Gillette



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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

Recognition of Years of Service of Citizen Advisory Board Member  
o Parks & Beautification - Casey Painter, 2006 - 2013  
*Presented by Parks & Beautification Board Member, Rollo Williams*

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

**Click to download**

No Attachments Available





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**DATE:** 8/5/2013 7:00:00 PM

---

**SUBJECT:**

LunneTunes

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**VIDEO**

Joe Lunne, Public Information Officer

**ATTACHMENTS:**

**Click to download**

No Attachments Available



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**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

An Ordinance to Establish Hours of Operation for Liquor Licenses and Amend Section 3-6 of the City Code.

**BACKGROUND:**

Ordinance first reading 6/1

An ordinance has been drafted to amend section 3-6 of the City Code. That section currently sets hours for liquor license establishments for Sundays and allows them to be open between 12:00 noon and 10:00 p.m. The new ordinance allows liquor license establishments to be open every day of the week between the hours of 6 a.m. and 2 a.m. the following day, in conformity with State Statutes. This section of the City Code has been more restrictive than State Statutes. In addition the new draft ordinance includes some language to require that permitted service areas outside of the specific dispensing room(s) must be cleared along with the dispensing rooms by 2:30 a.m. The attached ordinance is redlined to show the change from the current form of the ordinance, which prescribes hours for Sunday operation, to the new ordinance which basically copies state statutes and sets hours for every day of the week.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the Approval of the Ordinance to Establish Hours of Operation for Liquor Licenses and Amend Section 3-6 of the City Code on Second Reading.

**STAFF REFERENCE:**

Charlie Anderson, City Attorney

**ATTACHMENTS:**

Click to download

☐ [Liquor License Hours of Operations Ordinance](#)



ORDINANCE NO. \_\_

AN ORDINANCE TO ESTABLISH HOURS OF OPERATION FOR LIQUOR  
LICENSES AND AMEND SECTION 3-6 OF THE CITY CODE

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

SECTION ONE. Section 3-6 of the Gillette City Code is amended to read as  
follows:

3-6. Hours of Sale For Liquor Licenses.

All licensees may open the dispensing room at 6:00 a.m. and shall  
close the dispensing room and cease the sale of both alcoholic  
and malt beverages promptly at the hour of 2:00 a.m. the  
following day, and shall clear the dispensing room, and any other area in which  
dispensing alcoholic and malt beverages is authorized, of all persons other than  
employees by 2:30 a.m. (Ord. 1071, 3-3-80.)

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Tom Murphy, Mayor

( S E A L )  
ATTEST:

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



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**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration for the Approval of the County Final Plat for the Resubdivision of Lots 2 and 3, Donkey Creek Subdivision, Subject to all Planning Requirements.

**BACKGROUND:**

The property owners are proposing a City/County Final Plat to adjust a lot line between two (2) platted lots in the Donkey Creek Subdivision. The property is located within one (1) mile of the existing City limits which triggers a Joint City/County subdivision review process. The existing lots are zoned A-L, Agricultural District, but are currently being proposed as R-S, Residential Suburban District in Campbell County. The proposed Lot 2A is already developed with a single family home and the proposed Lot 3A is vacant. The owners would like to shift the interior lot line to the south so the detached structure shown on the plat will fall within the boundaries of the proposed Lot 2A. This subdivision is being completed for ownership purposes only and no new services are being requested at this time.

The proposed Lot 2A is currently 2.57 acres in size and is proposed as 3.065 acres, while the proposed Lot 3A is 2.5 acres in size and is proposed as 1.991 acres. The proposed subdivision is already served by City water through a previous Annexation Agreement. The lots are also served with City sanitary sewer. Revised Annexation Agreements will be drafted by City staff for each proposed lot and signed by the property owners.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of the County Final Plat for the Resubdivision of Lots 2 and 3, Donkey Creek Subdivision, Subject to all Planning Requirements.

**STAFF REFERENCE:**

**MAP**

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

**ATTACHMENTS:**

Click to download

- ☐ [Planning Commission Minutes](#)
- ☐ [Vicinity and Aerial Map](#)
- ☐ [Plat Map](#)
- ☐ [City Case Sheet](#)
- ☐ [County Case Sheet](#)
- ☐ [Draft Preannexation Agreement- Lot 2A](#)
- ☐ [Draft Preannexation Agreement- Lot 3A](#)

# CITY OF GILLETTE PLANNING COMMISSION

## MINUTES OF THE CITY/COUNTY MEETING

Commissioner Chambers, County Courthouse  
July 18, 2013 – 7:00 p.m.

### PRESENT

*City Commission Members Present:* Clark Sanders, Dallas Streets, Billy Montgomery, Lee Wittler, and Adrienne Hahn.

*County Planning Commissioners Present:* Kevin Couch, Douglas Gerard, Kanti Patel, and Damon Hart.

*County Staff Present:* Kevin King, Director Public Works, Megan Nelms, County Planner and Melissia Kershner, Administrative Assistant.

*City Staff Present:* Larry Manning, Planning Manager, Michael Surface, Senior Planner, Staci Beecher, Planner, and Tracy Olson, Administrative Assistant.

### CALL TO ORDER

Commissioner Gerard called the meeting to order for the County at 7:00 p.m. Chairman Sanders called the meeting to order for the City.

### APPROVAL OF THE MINUTES

A motion was made by Mr. Montgomery, seconded by Mr. Wittler to approve the Minutes of the August 16, 2012 Meeting. The motion to approve the Minutes carried 5/0.

### 13.018CSP – COUNTY FINAL PLAT – Resub of Lots 2 & 3, Donkey Creek Subdivision

County Planning Commissioner Hart made a motion, seconded by County Planning Commissioner Couch, to approve said case. Megan Lehman, County Planner, presented an overview of this case. Motion carried 4/0.

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.

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

### OLD BUSINESS

None

### NEW BUSINESS

None

### ADJOURNMENT

There being no further business, the meeting adjourned at 7:07 p.m.

Minutes taken and prepared by:  
Tracy Olson  
Planning Administrative Assistant

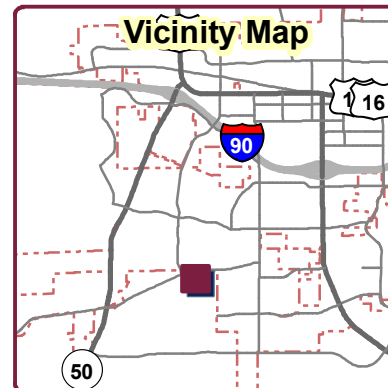
Pcm071813minutes





## CITY OF GILLETTE

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)



## Legend

- Project Area
- Parcels
- City Limits

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

Y:\GIS Work\EDS\Planning\PlanningCommissionMaps\13.018CSP



13.018CSP

County Final Plat for  
Resubdivision of Lots 2 & 3,  
Donkey Creek Subdivision

July 16, 2013

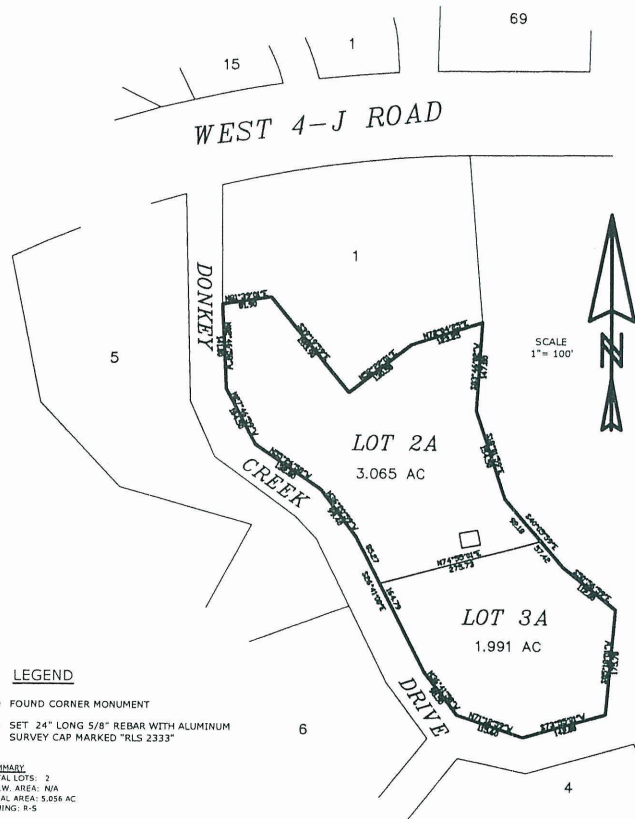
Productivity Service With P.R.I.D.E. Enthusiasm  
Responsibility Integrity Dedication



## SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, of Gillette, Wyoming, hereby certify that this plat was made from notes taken during and actual survey performed under my direct supervision during the months of May and June, 2013, and that said survey is accurately represented on this plat and is set out on the ground as shown hereon.

DECLARATION VACATING PREVIOUS PLATTING THIS PLAT IS THE RESUBDIVISION OF LOTS 2 & 3, DONKEY CREEK SUBDIVISION AS RECORDED IN BOOK 1 OF PLATS, PAGE 111, OF THE RECORDS OF CAMPBELL COUNTY. ALL EARLIER PLAT OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.



NO PUBLIC MAINTENANCE OF STREETS OR ROADS.  
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT  
TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

# FINAL PLAT RESUBDIVISION OF LOTS 2 & 3 DONKEY CREEK SUBDIVISION

TO BE KNOWN AS  
LOTS 2A & 3A  
DONKEY CREEK SUBDIVISION  
CAMPBELL COUNTY, WYOMING

## DEDICATION

Know all men by these presents that the undersigned RAYMOND D and CYNTHIA A SAUNDERS and SAM and LISA SAUNDERS, being the owners, proprietors, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing RESUBDIVISION OF LOTS 2 & 3, DONKEY CREEK SUBDIVISION being more particularly described as follows:

LOTS 2 & 3, DONKEY CREEK SUBDIVISION,  
CAMPBELL COUNTY, WYOMING

Said tract of land contains 5.056 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

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

Owners: Raymond D. and Cynthia A. Saunders  
Owners: Sam and Lisa Saunders

Raymond D. Saunders

Sam Saunders

Cynthia A. Saunders

Lisa Saunders

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Raymond D. Saunders and Cynthia A. Saunders, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public

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

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss

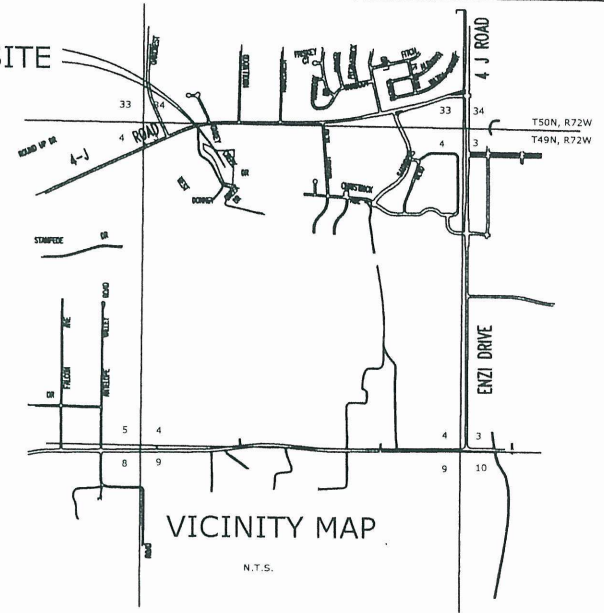
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Sam Saunders and Lisa Saunders, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public

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

## PROJECT SITE



## APPROVALS

Approved by the Campbell County Planning Commission  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Attest:

Chairman

Clerk of the Planning Commission

Approved for filing by the undersigned Board of County Commissioners  
in and for the County of Campbell, State of Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Chairman of the Board

Member

Member

Member

Member

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 2 & 3,  
DONKEY CREEK SUBDIVISION  
CAMPBELL COUNTY, WYOMING

PREPARED FOR:  
SAM SAUNDERS  
P.O. BOX 244  
GILLETTE, WY 82717

PREPARED BY:  
DOYLE SURVEYING, INC.  
801 E. Fourth St.  
Suite 15  
Gillette, WY 82716  
PH: (307) 686-2410

DATE OF PREPARATION: JUNE, 2013

SHT 1 OF 1

## Planning Commission Agenda Item for July 18, 2013

Case Number 13.018CSP: County Final Plat- Resubdivision of Lots 2 & 3, Donkey Creek Subdivision

Applicant/Owner: Raymond & Cynthia Saunders  
Sam & Lisa Saunders

Agent: Doyle Land Surveying

Location: South of the intersection of West 4-J Road and Donkey Creek Drive

### Summary:

The property owners are proposing a City/County Final Plat to adjust a lot line between two (2) platted lots in the Donkey Creek Subdivision. The property is located within one (1) mile of the existing City limits which triggers a Joint City/County subdivision review process.

### Background:

The existing lots are zoned A-L, Agricultural District, but are currently being proposed as R-S, Residential Suburban District in Campbell County. The proposed Lot 2A is already developed with a single family home and the proposed Lot 3A is vacant. The owners would like to shift the interior lot line to the south so the detached structure shown on the plat will fall within the boundaries of the proposed Lot 2A. This subdivision is being completed for ownership purposes only and no new services are being requested at this time.

The proposed Lot 2A is currently 2.57 acres in size and is proposed as 3.065 acres, while the proposed Lot 3A is 2.5 acres in size and is proposed as 1.991 acres. The proposed subdivision is already served by City water through a previous Annexation Agreement. The lots are also served with City sanitary sewer. Revised Annexation Agreements will be drafted by City staff for each proposed lot and signed by the property owners.

### Planning Requirements:

1. Revised Annexation Agreements covering all existing City services shall be signed by the property owners of each respective lot and recorded with Final Plat.
2. The plat shall show a 20 Foot Private Sewer Line Easement prior to recording the plat for the sewer line crossing the lot lines. Also, a 20 Foot Water Line Easement shall be shown on the plat to cover the waterline that crosses the northeast portion of Lot 2A.

3. The plat shall be revised to reflect a joint City/County format with signatures for both entities.
4. The lot acreages shall be verified by the agent prior to recording the plat.
5. The applicant shall meet and adhere to all Campbell County planning considerations.

Staff Recommendation:

Staff recommends approval of the Final Plat for the Resubdivision of Lots 2 & 3, Donkey Creek Subdivision, subject to all Planning Requirements.

*This case is tentatively scheduled for action by motion at the City Council Meeting on August 5, 2013 at 7:00 p.m. in the City Council Chambers.*

Save: 13.018CSP Case Sheet

Attachments: Vicinity & Aerial Map, Plat Map

Case Manager: Staci Beecher

ePlans: N/A

500 South Gillette Avenue  
Suite 1400  
Gillette, Wyoming 82716



**Public Works Department**  
(307) 685-8061  
(307) 687-6349 Fax

**Resubdivision of Lots 2 & 3  
Donkey Creek Subdivision  
To Be Known Lots 2A & 3A, Donkey Creek Subdivision**

**Secondary Resubdivision  
Final Plat**

**July 19, 2013**

**Planning Commission Meeting**  
July 18, 2013

**Board of Commissioners Meeting**

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**Applicants:** Sam Saunders

**Case Number:** 13.01 COSP

**Agent:** Doyle Land Surveying

**Summary:** The applicants are re-subdividing Lots 2 & 3, Donkey Creek Subdivision to transfer a portion of Lot 3 to proposed Lot 2A. This change is taking place to properly locate an accessory structure currently on Lot 3 to proposed lot 2A.

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**Legal Description:** Lots 2 & 3, Donkey Creek Subdivision

**Location:** The property is located south off 4-J Road, on Donkey Creek Drive

**Current Zoning:** A-L (Agriculture)

**Proposed Zoning:** R-S (Residential Suburban)

**Existing Land Use:** There is an existing home on Lot 2.

**Adjacent Land Use:** North: Donkey Creek Subdivision (A-L)  
South: Donkey Creek Subdivision (A-L)  
East: Large, unplatted parcel (A-L)  
West: Donkey Creek Subdivision (A-L)



**Water Source:** City of Gillette

**Wastewater:** City of Gillette

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**PLANNING CONSIDERATIONS:**

1. The new acreage does not match the original acreage. Review and revise the discrepancy.
2. Sign new annexation agreements for each lot. The new agreements will be drafted by the City for signatures. This is needed to reflect that both water and sewer services are provided to each lot as well as the new legal descriptions.
3. The plat shall be revised to reflect the standard City/County plat format with the City signatures.
4. Place the city water and sewer lines which cross the property in the NW corner (water) and from the SE (sewer) in easements.
5. Provide 5' general utility easements along all property lines.
6. There are no monuments or symbols.
7. Provide the basis of bearing
8. The dedication gives the easements to the City of Gillette. Needs to be changed to dedicate to the public.
9. Submit 100 year flood plain review, sealed by a Licensed Engineer. This shall include an exhibit for the file showing the flood plain areas on the plat.
10. Submit a copy of existing subdivision covenants
11. Standard Planning Considerations:
  - a. Submit an Owners & Encumbrance Report, not less than 3 months old
  - b. Submit Consent to Subdivide, if applicable
  - c. Submit publisher's affidavit
  - d. Submit a final paper copy of the plat for review
  - e. Submit final, signed mylar copy of the plat.

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**Staff Recommendation:**

Staff recommends APPROVAL of the final plat, pending completion of all planning considerations.

**Planning Commission Recommendation:****Board of Commissioners' Decision:**

ANNEXATION AGREEMENT AND PETITION  
NON-CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Sam & Lisa Saunders, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows:

Lot 2A of Donkey Creek Subdivision, according to the official plat thereof , recorded at Book \_\_\_\_ of Plats, Page \_\_\_\_\_. The physical address of the property is 3661 Donkey Creek Drive.

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is not currently contiguous to the CITY but is within the natural growth area of the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is not currently contiguous to the City limits of the CITY but is within the natural growth area of the CITY. After becoming contiguous, the LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions, at any time and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY, upon becoming contiguous to the CITY limits, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Land Use Plan, appropriate restrictions pertaining thereto, and the Major Street Plan. All lands existent at the time of this AGREEMENT, if subdivided and approved by Campbell County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Building Codes and all other codes, as adopted by the City of Gillette, and the LANDOWNER

shall certify such compliance to the Building Inspection Division of the City of Gillette.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to State statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203, W.S. and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances, as provided by §15-6-202(d) and §15-6-203, W.S. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND after annexation in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed, in compliance with City ordinances then in effect, and accepted by the City Council. The improvements required, pursuant to City ordinances are as follows:

- a) Street and sidewalk improvements as may be required;
- b) Storm drain as required.

6. The parties further agree as follows:

- a. The CITY agrees to continue to provide water service to the LAND as stated in the original Water Service Agreement recorded in Book 1163 of Photos, Page 384-388.
- b. The water service is limited to a maximum of a one (1) inch domestic water service. No more than one (1) single family residential dwelling may be connected to the existing water service connection on the lot.
- c. The CITY agrees to continue to provide one (1) sanitary sewer service to the LAND for the existing single family residential dwelling.
- d. The CITY agrees to provide water and sanitary sewer to the LAND at the prevailing user rate for the class of service contemplated.
- e. The LANDOWNER acknowledges the need for the CITY to have access to any metering equipment located on the property and further agrees to allow access to such equipment.
- f. No private well may be connected to the potable water system and the LANDOWNER acknowledges that the CITY water shall be the primary water service for the LAND.
- g. The use of the LAND prior to annexation will be subject to the County Zoning and Subdivision Regulations.
- h. The CITY makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation.
- i. After annexation, the LAND will be served by the CITY electrical system, at such time as arrangements for the changeover have been made with Powder River Energy Corporation.
- j. Any further subdivision of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette.

7. Upon contiguity, the LANDOWNER hereby petitions the Gillette City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the City limits of the City of Gillette. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City Clerk at any time after the area becomes contiguous to the City of Gillette, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. LANDOWNER agrees to provide an Annexation plat, prepared by the Wyoming registered land surveyor, at its sole cost and expense. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's land until more of the remaining land within its subdivision can be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall ensure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDOWNER:

\_\_\_\_\_

CITY OF GILLETTE:

\_\_\_\_\_

Tom Murphy, Mayor

(S E A L)

ATTEST:

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

STATE OF WYOMING        )  
  )ss.  
County of Campbell        )

On \_\_\_\_\_, 20\_\_, personally appeared before me  
\_\_\_\_\_,

\_\_\_\_\_ Whom I know personally  
\_\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_,  
\_\_\_\_\_ whose identity I verified on the oath or affirmation of \_\_\_\_\_,  
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF WYOMING        )  
  )ss.  
County of Campbell        )

On \_\_\_\_\_, 20\_\_, personally appeared before me Tom Murphy,  
Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer  
of the above and he acknowledged that he signed it.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ANNEXATION AGREEMENT AND PETITION  
NON-CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Raymond & Cynthia Saunders, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows:

Lot 3A of Donkey Creek Subdivision, according to the official plat thereof , recorded at Book \_\_\_\_ of Plats, Page \_\_\_\_\_. The physical address of the property is 3807 Donkey Creek Drive.

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is not currently contiguous to the CITY but is within the natural growth area of the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is not currently contiguous to the City limits of the CITY but is within the natural growth area of the CITY. After becoming contiguous, the LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions, at any time and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY, upon becoming contiguous to the CITY limits, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Land Use Plan, appropriate restrictions pertaining thereto, and the Major Street Plan. All lands existent at the time of this AGREEMENT, if subdivided and approved by Campbell County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Building Codes

and all other codes, as adopted by the City of Gillette, and the LANDOWNER shall certify such compliance to the Building Inspection Division of the City of Gillette.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to State statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203, W.S. and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances, as provided by §15-6-202(d) and §15-6-203, W.S. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND after annexation in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed, in compliance with City ordinances then in effect, and accepted by the City Council. The improvements required, pursuant to City ordinances are as follows:

- a) Street and sidewalk improvements as may be required;
- b) Storm drain as required.

6. The parties further agree as follows:

- a. The CITY agrees to provide water service to the LAND for the future construction of a single family residential dwelling as stated in the original Water Service Agreement recorded in Book 1163 of photos, Page 384-388. A water service line is currently existing on the LAND.
- b. The LANDOWNER shall be entitled to water service upon payment of the prevailing Plant Investment Fees for such service.
- c. This request for water service is limited to a maximum of a one (1) inch domestic water service. No more than one (1) single family residential dwelling may be connected to each water service connection.
- d. The LANDOWNER agrees to provide, at their sole expense, a water tap to serve the LAND along with a curb stop installed to CITY specifications to serve the LAND. In addition, the LANDOWNER agrees to install a CITY approved meter inside the structure/residence.
- e. The CITY will provide one (1) sanitary sewer service to the LAND at this time, for the future construction of a single family residential dwelling.
- f. The CITY agrees to provide water and sanitary sewer to the LAND at the prevailing user rate for the class of service contemplated.
- g. The LANDOWNER will obtain any necessary plumbing, building, zoning, or other permits as required by Campbell County. When the water and/or sanitary sewer service connection to the main is made, the LANDOWNER will have the connection permitted and inspected by the CITY.
- h. The LANDOWNER acknowledges the need for the CITY to have access to any metering equipment located on the property and further agrees to allow access to such equipment.



- i. No private well may be connected to the potable water system and the LANDOWNER acknowledges that the CITY water shall be the primary water service for the LAND.
- j. The use of the LAND prior to annexation will be subject to the County Zoning and Subdivision Regulations.
- k. The CITY makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation.
- l. After annexation, the LAND will be served by the CITY electrical system, at such time as arrangements for the changeover have been made with Powder River Energy Corporation.
- m. Any further subdivision of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette.

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8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. LANDOWNER agrees to provide an Annexation plat, prepared by the Wyoming registered land surveyor, at its sole cost and expense. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's land until more of the remaining land within its subdivision can be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall ensure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court

or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDOWNER:

\_\_\_\_\_

CITY OF GILLETTE:

\_\_\_\_\_  
Tom Murphy, Mayor

(S E A L)

ATTEST:

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

STATE OF WYOMING            )  
  )ss.  
County of Campbell            )

On \_\_\_\_\_, 20\_\_, personally appeared before me  
\_\_\_\_\_,

\_\_\_\_\_ Whom I know personally  
\_\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_,  
\_\_\_\_\_ whose identity I verified on the oath or affirmation of \_\_\_\_\_,  
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF WYOMING            )  
  )ss.  
County of Campbell            )

On \_\_\_\_\_, 20\_\_, personally appeared before me Tom Murphy,  
Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer  
of the above and he acknowledged that he signed it.

---

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

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Resolution Authorizing the Filing of an Application for Funding Under the Wyoming Transportation Enhancement Activity Program - (TEA) Program, Administered by the Wyoming Department of Transportation.

**BACKGROUND:**

In December of 2011, the City Council approved a Resolution to authorize a Safe Routes to School Program grant application to the WYDOT. The grant was awarded which allowed Gillette to contract with KLJ Engineering. KLJ prepared a report analyzing the problems and develop solutions to increase opportunities for students who walk or use a bicycle to travel to their schools. The report, titled *Safe Routes to School Travel Plans for the City of Gillette, Campbell County School District, Campbell County and the Town of Wright in May of 2013* (the *Safe Routes Plan*), identified specific school crossings which would increase the safety of students traveling to schools if the signals for those crossings were improved. The Transportation Enhancement Activity (TEA) grant application that is before the Council for approval, seeks funding from WYDOT to enhance 17 crossings for 9 schools within Gillette, that were identified in the *Safe Routes Plan*.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the Approval of a Resolution authorizing the filing of an application for funding under the Wyoming Transportation Enhancement Activity Program- (TEA) Program, administered by the Wyoming Department of Transportation.

**STAFF REFERENCE:**

Charlie Anderson, City Attorney

**ATTACHMENTS:**

Click to download

☐ [grant resolution](#)

Resolution No. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING UNDER THE WYOMING TRANSPORTATION ENHANCEMENT ACTIVITY PROGRAM, (TEA) PROGRAM, ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION.

**WHEREAS**, The City of Gillette received a Safe Routes to School Grant to analyze the condition of existing infrastructure and to prioritize construction needs for all the public schools in Campbell County; and

**WHEREAS**, The Safe Routes to School grant was used to contract with KLJ Engineering, who prepared the *Safe Routes to School Travel Plans for the City of Gillette, Campbell County School District, Campbell County and the Town of Wright* in May of 2013(the *Safe Routes Plan*) ; and

**WHEREAS**, The *Safe Routes Plan* identified specific school crossings which would increase the safety of students traveling to schools, if they were upgraded with beacons.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Gillette is authorized to submit an application for a Transportation Enhancement Grant to enhance 17 crossings for 9 schools within Gillette. The Transportation Enhancement grant requires a 20% local match. The total project is estimated to cost \$242,050. Gillette will be the applicant of the Grant and will administer it in conjunction with the Campbell County School District.

Passed, Approved and Adopted \_\_\_\_\_ day of \_\_, 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](http://www.gillettewy.gov)

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Resolution Initiating Annexation of a Tract of Land Contiguous to the City of Gillette, Wyoming, Pursuant to W.S. 15-1-403 and 15-1-405, Known as the Cam-Plex Addition, and Establishing a Public Hearing Date of September 16, 2013 for the Annexation Public Hearing.

**BACKGROUND:**

The City has received annexation petitions from the majority of landowners owning the majority of private land included in the annexation area. The total area of the proposed annexation is 766.46 acres of which 16.77 acres are privately owned and the balance is public land. The public land is owned by the Campbell County Land Board and contains the Cam-Plex facilities, park, and recreational land to the east.

The annexation includes five (5) tracts of land. The largest is owned by the Campbell County Public Land Board and includes 749.69 acres. The other tracts of land are owned by Gillette Hospitality, LLC, Vision 2000, LLC, Dudley and Marilyn Mackey, and Michael and Linda Shober. Annexation petitions have been received from Gillette Hospitality, LLC, Vision 2000, LLC and the Campbell County Public Land Board. Annexation report will be prepared and distributed to each landowner in accordance with Wyoming Statutes.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Initiating Annexation of a Tract of Land Contiguous to the City of Gillette, Wyoming, Pursuant to W.S. 15-1-403 and 15-1-405, Known as the Cam-Plex Addition, and Establishing a Public Hearing Date of September 16, 2013 for the Annexation Public Hearing.

**STAFF REFERENCE:**

**MAP**

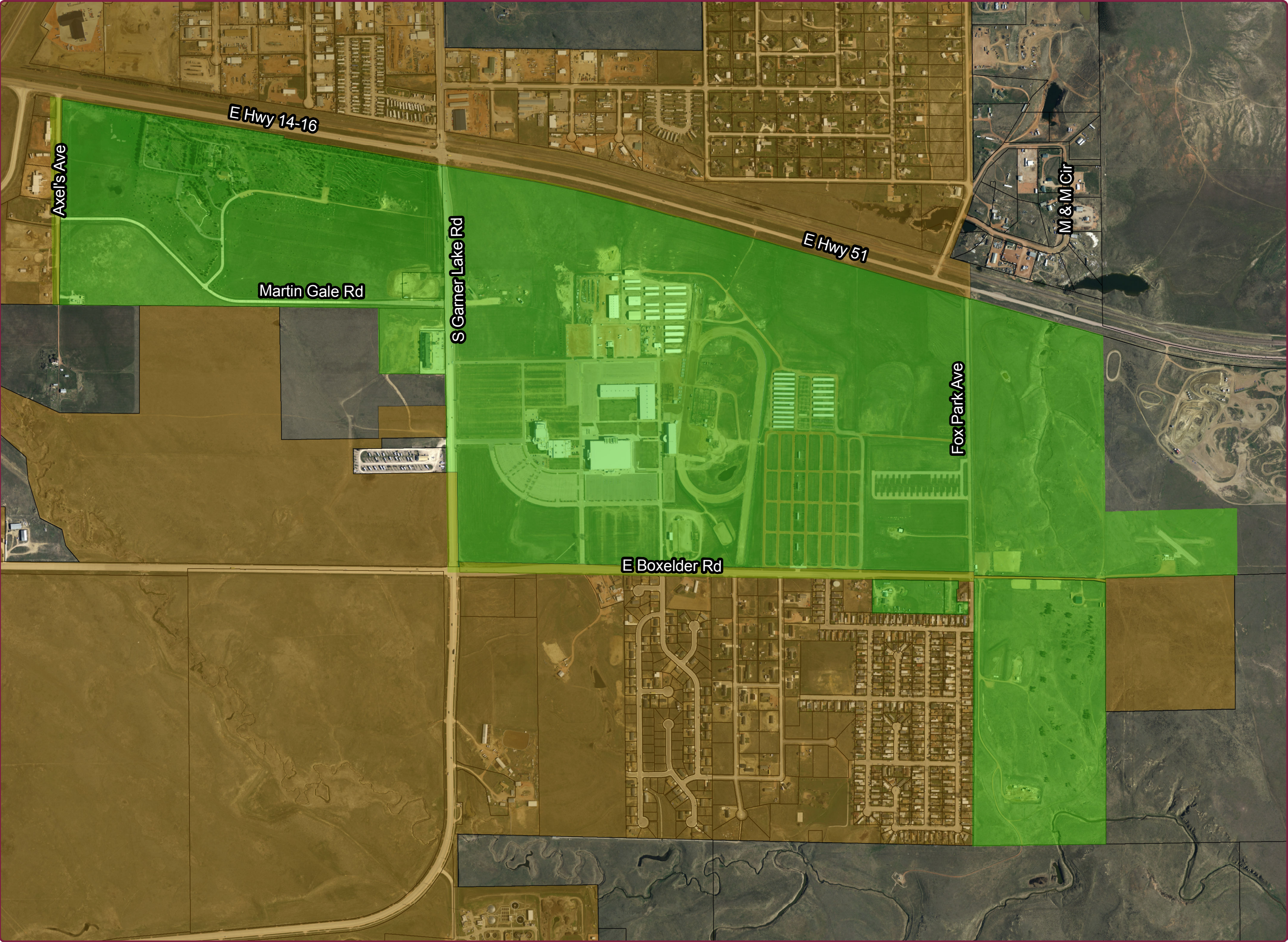
Dustin Hamilton, P.E., Director of Engineering and Development Services

**ATTACHMENTS:**

Click to download

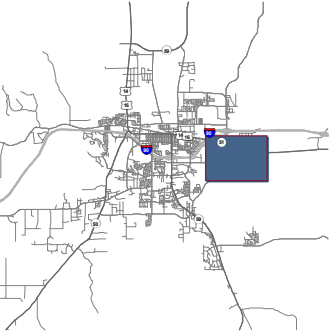
- ☐ [Vicinity and Aerial Map](#)
- ☐ [Exhibit A - Overall Map](#)
- ☐ [Exhibit B - Page 1](#)
- ☐ [Exhibit B - Page 2](#)
- ☐ [Exhibit C - Owner List](#)
- ☐ [Exhibit D - Certificate of Determination](#)
- ☐ [Resolution Setting Public Hearing Date](#)





**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)



**Legend**

- Current City Limits
- Complex Addition Exhibit Area
- County Tax Parcels

Y:\GIS Work\EDS\Engineering\  
ComplexAnnexationExhibitMap\  
ComplexAnnexationPublicExhibit.mxd

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.



0 450 900  
Feet

**Complex Addition  
Exhibit Map**

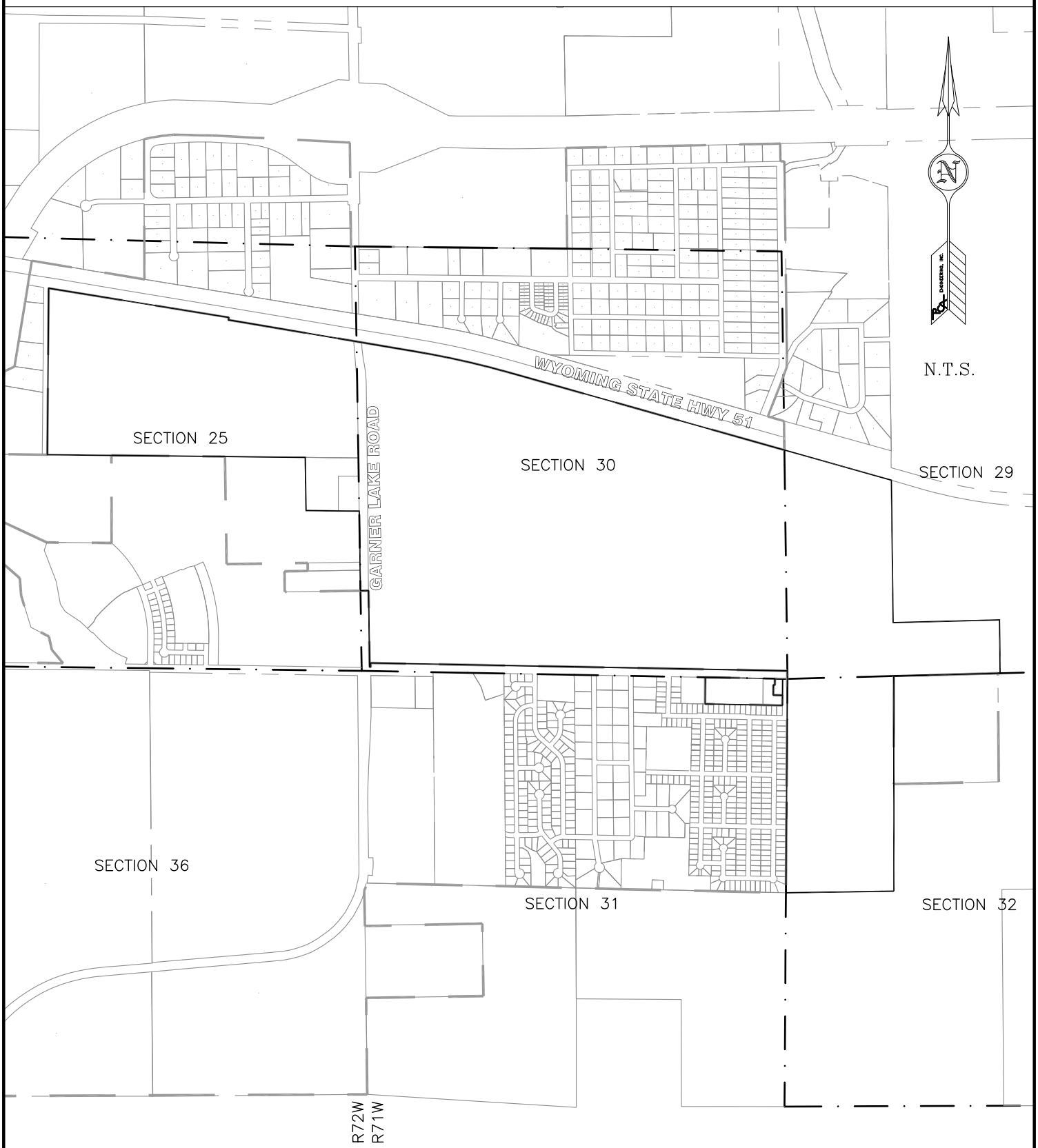
July 17, 2013

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



**CAM-PLEX ANNEXATION**  
**Exhibit "A"**

4506 Wigwam Blvd.  
P.O. Box 2185  
Gillette, Wyo. 82716  
Ph. (307) 687-0600

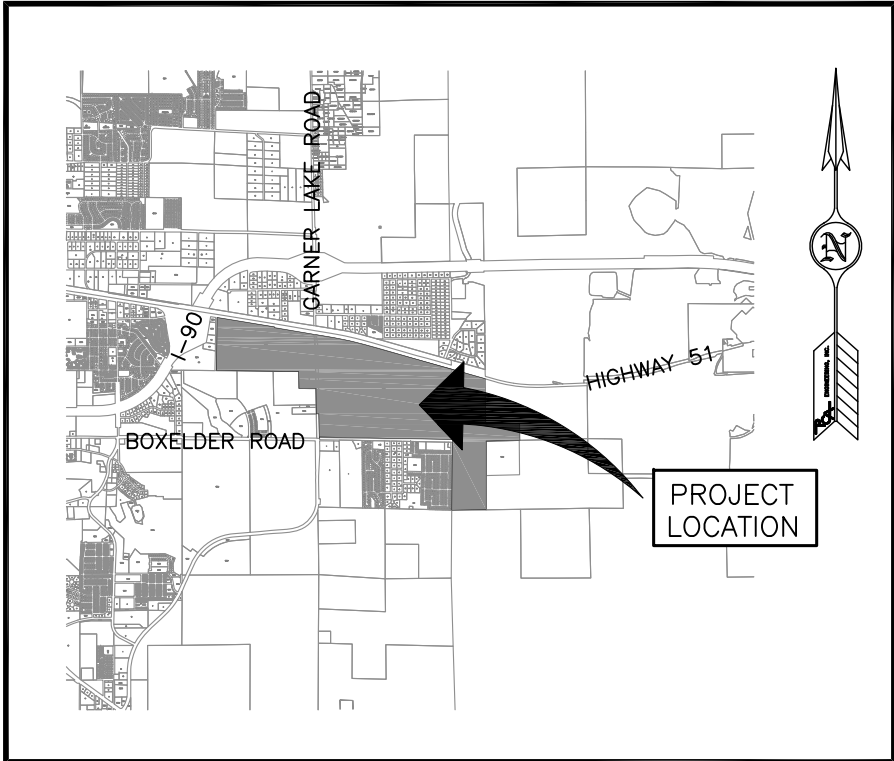




CAM- PLEX ANNEXATION

A PORTION OF THE N1/2 & SE1/4 OF SECTION 25, T50N, R72W, A PORTION OF SECTION 30, A PORTION IN THE W1/2 OF SECTION 29, THE W1/2NW1/4 OF SECTION 32 AND A PORTION OF THE NE1/4 SECTION 31, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

Exhibit "B" pg.1



VICINITY MAP

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).

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

CAMPBELL COUNTY PUBLIC LAND BOARD, CHAIRPERSON

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY CAMPBELL COUNTY PUBLIC LAND BOARD, CHAIRPERSON  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

CAMPBELL COUNTY FIRE BOARD, CHAIRPERSON

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY CAMPBELL COUNTY FIRE BOARD, CHAIRPERSON,  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

GILLETTE HOSPITALITY PARTNERS, LLC, MEMBER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY GILLETTE HOSPITALITY PARTNERS, LLC, MEMBER,  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

VISION 2007, LLC, MEMBER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY VISION 2007, LLC, MEMBER,  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

MICHAEL J SHOBER, OWNER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY MICHAEL J SHOBER, OWNER,  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

LINDA M SHOBER, OWNER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY LINDA M SHOBER, OWNER,  
AS A FREE AND VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

COUNTY CLERK

LEGAL DESCRIPTION

AN ANNEXATION PARCEL LOCATED IN A PORTION OF THE NE1/4 OF SECTION 31, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A 1925 GLO BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID SECTION 31, N88°55'14"W, 155.29 FEET TO NORTHWEST CORNER OF CHESMORE ANNEXATION AS RECORDED IN BOOK 10 PLATS, PAGE 2 AS RECORDED IN THE CAMPBELL COUNTY CLERKS OFFICE, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY OF BOXELDER ROAD AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY, N88°55'14"W, 864.48 FEET TO THE NORTHEAST CORNER OF BUCKLIN ANNEXATION AS RECORDED IN BOOK 10 PLATS, PAGE 3;

THENCE LEAVING SAID NORTH LINE AND SOUTH RIGHT OF WAY, ALONG THE EAST LINE OF SAID BUCKLIN ANNEXATION, S00°19'56"W, 329.93 FEET TO A NORTHERLY LINE OF FOX PARK SUBDIVISION ADDITION ANNEXATION PLAT AS RECORDED IN BOOK 9 PLATS, PAGE 261;

THENCE ALONG SAID NORTHERLY LINE, S88°55'08"E, 959.34 FEET TO A POINT ON THE WEST RIGHT OF WAY OF AN ACCESS ROAD AS PLATTED IN FOX PARK SUBDIVISION PH 1 AS RECORDED IN BOOK 2 PLATS, PAGE 102, MONUMENTED BY AN ALUMINUM CAP, STAMPING NOT LEGIBLE;

THENCE ALONG SAID WEST RIGHT OF WAY, N00°26'30"E, 125.33 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED CHESMORE ANNEXATION;

THENCE LEAVING SAID WEST RIGHT OF WAY, ALONG THE SOUTH LINE OF SAID CHESMORE ANNEXATION, N88°50'04"W, 113.80 FEET TO THE SOUTHWEST CORNER OF SAID CHESMORE ANNEXATION;

THENCE ALONG THE WESTERLY LINE OF SAID CHESMORE ANNEXATION, N00°24'56"E, 125.40 FEET TO AN ALUMINUM CAP STAMPED PLS 8663;

THENCE CONTINUING ALONG SAID WESTERLY LINE, S88°50'04"E, 18.40 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°24'56"E, 79.09 FEET TO THE POINT OF BEGINNING.

SAID ANNEXATION PARCEL CONTAINS 6.77 ACRES MORE OR LESS.

ALL AREAS ARE COMPUTED AT GROUND.

ALL MEASURED DISTANCES ARE GRID, FOR CONVERSION TO GROUND, MULTIPLY BY 1.000269641.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

DUDLEY P MACKEY, OWNER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY DUDLEY P MACKEY, OWNER,  
AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY:

MARILYN R MACKEY, OWNER

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY MARILYN R MACKEY, OWNER,  
AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

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

CITY ENGINEER

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 ANNEXATION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE CAM- PLEX ANNEXATION LOCATED IN A PORTION OF THE N1/2 & SE1/4 OF SECTION 25, T50N, R72W, A PORTION OF SECTION 30, A PORTION IN THE W1/2 OF SECTION 29, THE W1/2NW1/4 OF SECTION 32 AND A PORTION OF THE NE1/4 SECTION 31, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

LEGAL DESCRIPTION

AN ANNEXATION PARCEL LOCATED IN A PORTION OF THE N1/2 & SE1/4 OF SECTION 25, T50N, R72W, A PORTION OF SECTION 30, A PORTION OF THE W1/2 OF SECTION 29 AND THE W1/2NW1/4 OF SECTION 32, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30, BEING MONUMENTED BY A 1925 GLO BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID SECTION 30, N00°45'10"W, 100.09 FEET TO THE NORTH RIGHT OF WAY OF BOXELDER ROAD, ALSO BEING THE NORTHERLY LINE OF THE EAST BOXELDER ADDITION ANNEXATION PLAT AS RECORDED IN BOOK 9 PLATS, PAGE 216 AS RECORDED IN THE CAMPBELL COUNTY CLERKS OFFICE;

THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY AND NORTHERLY LINE, N88°54'20"W, 2644.57 FEET TO THE CENTER QUARTER LINE OF AFOREMENTIONED SECTION 30;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY AND NORTHERLY LINE, N88°56'25"W, 2526.98 FEET TO A POINT ON SAID NORTH RIGHT OF WAY;

THENCE LEAVING SAID NORTH RIGHT OF WAY AND NORTHERLY LINE, ALONG THE WESTERLY LINE OF AFOREMENTIONED EAST BOXELDER ADDITION, S00°52'37"E, 50.04 FEET TO THE NORTHERLY LINE OF STONEPILE ADDITION ANNEXATION PLAT AS RECORDED IN BOOK 9 PLATS, PAGE 114;

THENCE ALONG SAID NORTHERLY LINE, N88°56'26"W, 12.20 FEET TO THE SOUTHEAST CORNER OF THE BOXELDER ANNEXATION AS RECORDED IN BOOK 9 PLATS, PAGE 376;

THENCE ALONG THE EAST LINE OF SAID BOXELDER ANNEXATION, N00°53'08"W, 948.32 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF GARNER LAKE ROAD;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY, ALONG A NORTHEASTERLY LINE OF BOXELDER ANNEXATION, S89°07'49"W, 99.97 FEET TO THE SOUTHEAST CORNER HIGH PLAINS CAMPGROUND AS RECORDED IN BOOK 5 PLATS, PAGE 135, MONUMENTED BY AN ALUMINUM CAP STAMPED LS 567 1990, ALSO BEING THE WEST RIGHT OF WAY OF SAID GARNER LAKE ROAD AND THE WEST LINE OF AFOREMENTIONED SECTION 30;

THENCE LEAVING BOUNDARY OF SAID BOXELDER ANNEXATION, ALONG SAID WEST RIGHT OF WAY AND WEST LINE, N00°53'15"W, 988.77 FEET THE SOUTHEAST CORNER OF THE DORR I SUBDIVISION AS RECORDED IN BOOK 9 PLATS, PAGE 102, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 6872;

THENCE LEAVING SAID WEST RIGHT OF WAY AND WEST LINE, ALONG THE SOUTH LINE OF SAID DORR I SUBDIVISION, N89°25'15"W, 659.89 FEET TO THE SOUTHWEST CORNER OF SAID DORR I SUBDIVISION, MONUMENTED BY AN ALUMINUM CAP STAMPED RLS 2333;

THENCE ALONG THE WEST LINE OF SAID DORR I SUBDIVISION, N00°53'20"W, 659.94 FEET TO THE NORTHWEST CORNER OF SAID DORR I SUBDIVISION, BEING A POINT ON THE CENTER QUARTER LINE OF AFOREMENTIONED SECTION 25, MONUMENTED BY AN ALUMINUM CAP STAMPED RLS 2333, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 25 LIES S89°25'10"E, 659.91 FEET, MONUMENTED BY A 1925 GLO BRASS CAP;

THENCE ALONG SAID CENTER QUARTER LINE, N89°24'52"W, 996.29 FEET TO AN ALUMINUM CAP STAMPED LS 10237, BEING THE NORTHEASTERLY CORNER OF AFOREMENTIONED BOXELDER ANNEXATION;

THENCE CONTINUING ALONG SAID CENTER QUARTER LINE AND ALONG THE NORTHERLY LINE OF SAID BOXELDER ANNEXATION, N89°24'38"W, 1408.56 FEET TO AN ALUMINUM CAP STAMPED LS 10237;

THENCE LEAVING SAID NORTHERLY LINE, CONTINUING ALONG SAID CENTER QUARTER LINE, N89°24'30"W, 795.43 FEET TO THE EAST RIGHT OF WAY OF AXELS AVENUE, BEING THE SOUTHEAST CORNER OF THE MARY SUE ADDITION ANNEXATION PLAT AS RECORDED IN BOOK 4 PLATS, PAGE 115, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 2457, FROM WHICH THE WEST QUARTER CORNER OF AFOREMENTIONED SECTION 25 LIES N89°25'36"W, 1377.13 FEET, MONUMENTED BY A 1971 BRASS CAP STAMPED LS450;

THENCE LEAVING SAID CENTER QUARTER LINE, ALONG SAID EAST RIGHT OF WAY AND THE EAST LINE OF SAID THE MARY SUE ADDITION, N00°27'56"E, 2065.84 FEET TO THE SOUTH RIGHT OF WAY OF WYOMING STATE HIGHWAY 51, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 538, ALSO BEING A POINT ON THE SOUTH LINE OF COLLINS HEIGHTS ANNEXATION AS RECORDED IN BOOK 7 PLATS, PAGE 141;

THENCE LEAVING SAID EAST RIGHT OF WAY AND SAID EAST LINE, ALONG SAID SOUTH RIGHT OF WAY AND SAID SOUTH LINE, S80°48'23"E, 2264.62 FEET TO AN ANGLE POINT, MONUMENTED BY A WYDOT ALUMINUM CAP STAMPED PLS 8308;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND SOUTH LINE, S09°35'49"W, 30.97 FEET TO AN ANGLE POINT, MONUMENTED BY A WYDOT BRASS CAP;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND SOUTH LINE, S80°24'59"E, 2343.63 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, MONUMENTED BY A WYDOT CONCRETE MONUMENT SHEARED OFF;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND SOUTH LINE, THROUGH SAID CURVE WITH A DELTA ANGLE OF 06°09'56", A RADIUS LENGTH OF 11344.38 FEET, AN ARC LENGTH OF 1220.78 FEET, A CHORD BEARING OF S77°20'15"E AND A CHORD LENGTH OF 1220.19 FEET TO A WYDOT CONCRETE MONUMENT SHEARED OFF;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND SOUTH LINE, S74°15'20"E, 3529.79 FEET TO THE EAST LINE OF AFOREMENTIONED SECTION 30, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30 LIES S00°49'40"E, 186.91 FEET, MONUMENTED BY A 2008 ALUMINUM CAP STAMPED PLS 8308;

THENCE LEAVING SAID SOUTH LINE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S74°15'20"E, 1379.01 FEET TO THE WEST SIXTEENTH LINE OF AFOREMENTIONED SECTION 29; THENCE LEAVING SAID SOUTH RIGHT OF WAY, ALONG SAID WEST SIXTEENTH LINE, S00°42'38"E, 1768.17 FEET TO THE SOUTHEAST CORNER OF THE NE1/4SW1/4SW1/4 OF SAID SECTION 29;

THENCE ALONG THE SOUTH 1/64TH LINE OF SAID SECTION 29, N88°29'31"E, 1320.63 FEET TO THE SOUTHEAST CORNER OF THE NE1/4SE1/4SW1/4 OF SAID SECTION 29;

THENCE ALONG THE CENTER QUARTER LINE OF SAID SECTION 29, S00°39'47"E, 662.67 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 29;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 29, S88°44'07"W, 27.95 FEET TO THE NORTHEAST CORNER OF THE GILLETTE COLLEGE RODEO ANNEXATION AS RECORDED IN BOOK 10 PLATS, PAGE 81, MONUMENTED BY AN ALUMINUM CAP STAMPED LS 584;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 29 AND THE NORTH LINE OF SAID GILLETTE COLLEGE RODEO ANNEXATION, S88°28'06"W, 1292.13 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 29 AND AFOREMENTIONED SECTION 32, MONUMENTED BY AN ALUMINUM CAP STAMPED RLS 2333;

THENCE LEAVING SAID SOUTH LINE AND SAID NORTH LINE, ALONG THE WEST SIXTEENTH LINE OF SAID SECTION 32 AND THE WEST LINE OF SAID GILLETTE COLLEGE RODEO ANNEXATION, S00°01'57"E, 1340.03 FEET TO THE SOUTHWEST CORNER OF SAID GILLETTE COLLEGE RODEO ANNEXATION, MONUMENTED BY AN ALUMINUM CAP STAMPED LS 584;

THENCE CONTINUING ALONG SAID WEST SIXTEENTH LINE, S00°01'57"E, 1329.25 FEET TO THE SOUTHEAST CORNER OF THE SW1/4NW1/4 OF SAID SECTION 32;

THENCE LEAVING SAID WEST SIXTEENTH LINE, ALONG THE CENTER QUARTER LINE OF SAID SECTION 32, S89°08'07"W, 1340.38 FEET TO THE SOUTHEAST CORNER OF FOX PARK SUBDIVISION ADDITION AS RECORDED IN BOOK 9 PLATS, PAGE 261, MONUMENTED BY A 1925 GLO BRASS CAP;

THENCE ALONG THE EAST LINE OF SAID FOX PARK SUBDIVISION ADDITION ANNEXATION PLAT, ALSO BEING THE WEST LINE OF SAID SECTION 32, N00°24'24"E, 2654.59 FEET TO THE POINT OF BEGINNING.

SAID ANNEXATION PARCEL CONTAINS 759.69 ACRES MORE OR LESS.

ALL AREAS ARE COMPUTED AT GROUND.

ALL MEASURED DISTANCES ARE GRID, FOR CONVERSION TO GROUND, MULTIPLY BY 1.000269641.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

CHAIRMAN

SECRETARY

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

APPROVED BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

MAYOR

CITY CLERK

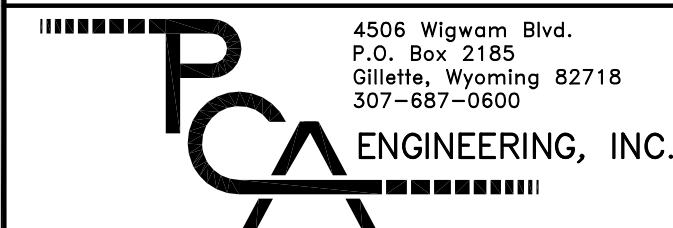
ANNEXATION SUMMARY

TOTAL AREA: 766.46 ACRES

RIGHT OF WAY: 7.58 ACRES

Prepared for:  
**CITY OF GILLETTE**

P.O. BOX 3003  
GILLETTE, WYOMING 82717  
307-686-5265



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Drawn by:	SM	Design by:	SM	Reviewed by:	DV
Revision Date		Revision Description			

PCA Project Number: XXXXXX.XX

Plot Date: Jul 24, 2013 - 2:54pm

G:\PROJECTS\13361000 Complex Annexation\DesDwea\Main\

MainP.dwg

Layout: Plat 1

X-Ref: ...

CAM- PLEX ANNEXATION

A PORTION OF THE N1/2 & SE1/4 OF SECTION 25, T50N, R72W, A PORTION OF SECTION 30, A PORTION IN THE W1/2 OF SECTION 29, THE W1/2NW1/4 OF SECTION 32 AND A PORTION OF THE NE1/4 OF SECTION 31, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

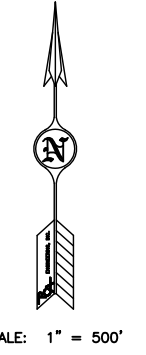
ANNEXATION PLAT

## CAM-PLEX ANNEXATION

Exhibit "B" pg.2

A PORTION OF THE N1/2 & SE1/4 OF SECTION 25, T50N, R72W, A PORTION OF SECTION 30, A PORTION IN THE W1/2 OF SECTION 29, THE W1/2NW1/4 OF SECTION 32 AND A PORTION OF THE NE1/4 SECTION 31, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

I-90



SCALE: 1" = 500'

## LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- FOUND PROPERTY CORNER
- SET PROPERTY CORNER  
PLS 6872
- CALCULATED POSITION
- EXISTING CITY OF GILLETTE  
CORPORATE LIMITS
- SECTION LINES
- QUARTER SECTION LINES
- LOT LINES
- ANNEXATION BOUNDARY

## BENCHMARK

BASED ON CITY OF GILLETTE  
VERTICAL CONTROL MONUMENT #1  
ELEVATION = 4528.16

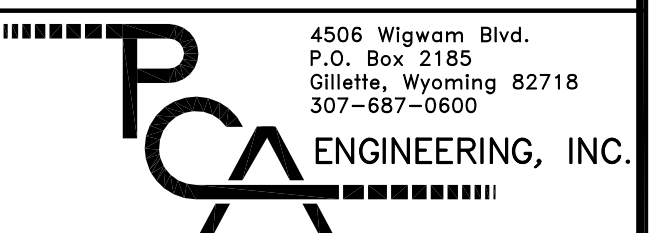
## BASIS OF BEARING

THE CITY OF GILLETTE HORIZONTAL  
CONTROL NETWORK  
\*\*\*ALL MEASURED DISTANCES ARE  
GRID. FOR CONVERSION TO  
SURFACE, MULTIPLY BY 1.00026964.  
\*\*\*ALL AREAS ARE CALCULATED  
AT SURFACE.

Prepared for:

CITY OF GILLETTE

P.O. BOX 3003  
GILLETTE, WYOMING 82717  
307-686-5265



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Drawn by: SM Design by: SM Reviewed by: DV

Revision Date Revision Description

PCA Project Number: 133610.00

Plot Date: Jul 24, 2013 - 2:55pm

G:\PROJECTS\13361000 Complex Annexation\DesDwgs\MainP.dwg

Layout: Plot 1 (2)

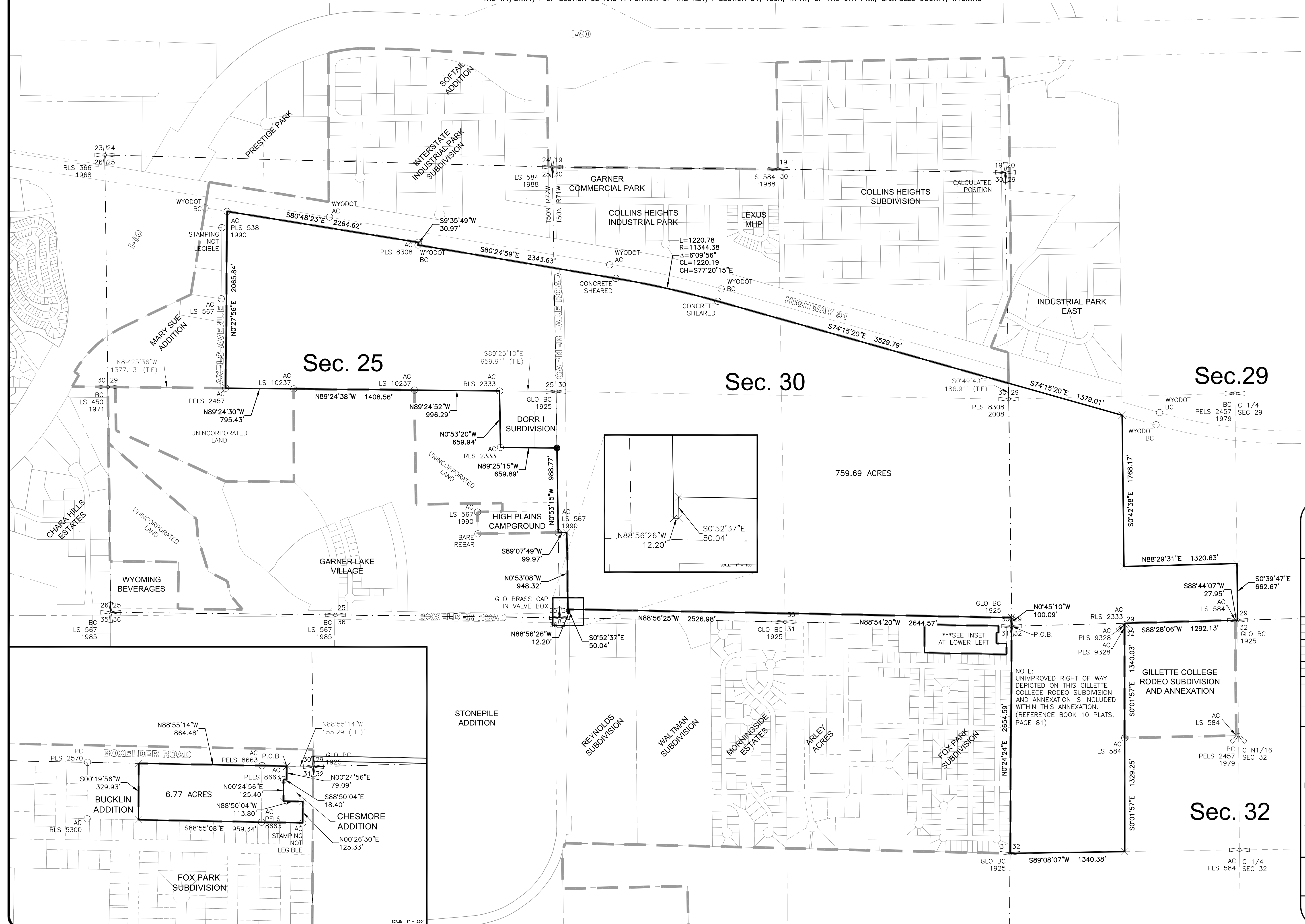
X-Ref: ...

## CAM-PLEX ANNEXATION

A PORTION OF THE N1/2 &  
SE1/4 OF SECTION 25, T50N,  
R72W, A PORTION OF SECTION 30,  
A PORTION IN THE W1/2 OF  
SECTION 29, THE W1/2NW1/4 OF  
SECTION 32 AND A PORTION OF  
THE NE1/4 OF SECTION 31, T50N,  
R71W, OF THE 6TH P.M.,  
CAMPBELL COUNTY, WYOMING

ANNEXATION PLAT

SHEET 2 OF 2



# **Exhibit “C”**

## **Cam-plex Addition**

### **Property Owner List**

#### **Private Property Owners and Address List:**

Gillette Hospitality Partners, LLC  
P.O. Box 639  
Pierre, SD 57501  
Owner of 7.47 acres

Vision 2000, LLC  
P.O. Box 639  
Pierre, SD 57501  
Owner of 2.53 acres

Dudley & Marilyn Mackey  
8466 N US Highway 14-16  
Gillette, WY 82716  
Owner of 1.31 acres

Michael & Linda Shober  
P.O. Box 3140  
Gillette, WY 82717  
Owner of 5.47 acres

#### **Public Property Owner and Address List:**

Campbell County Public Land Board  
1635 Reata Drive  
Gillette, WY 82718  
Owner of 749.69 acres



# Exhibit "D"

## Certification of Determination of Substantial Compliance of Annexation Petition

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY of Campbell     )

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

Comes now the undersigned Gillette City Clerk, Karlene Abelseth and by affixing her name hereto respectfully shows and certifies to the City Council and Mayor of the City of Gillette, Campbell County, Wyoming, as follows:

1. Three Petitions to Annex were filed in the office of Gillette City Clerk on July 19, 2013, for the annexation of a tract of land known as the Camplex Addition, contiguous or adjacent to the City of Gillette.
2. Two Petitions were signed by private landowners, Gillette Hospitality Partners, LLC and Vision 2007 LLC, on May 3, 2013. The third Petition was signed by the Campbell County Public Land Board for tax exempt property on July 11, 2013. Copies of the petitions are attached.
3. The Petitions from Gillette Hospitality Partners, LLC and Vision 2007 LLC constitute a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property.
4. The Petitions contain the following detailed information: a legal description of the area sought to be annexed; a request that the described territory be annexed; a statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and a map of the area.
5. No signature on any of the Petitions is dated more than one hundred eighty (180) days prior to the date of filing the Petition with the clerk.
6. The Petitions substantially complies with W.S. § 15-1-401 through 15-1-422.

FURTHER THE AFFIANT SAYETH NAUGHT.

DATED this 19 day of July, 2013.



Karlene Abelseth

Clerk of the City of Gillette, Wyoming

Karine Adolph

Clerk of the City of Gillette, Wyoming

The foregoing instrument was acknowledged before me by Karlene Abelseth, Clerk of the City of Gillette, Wyoming, on this 19<sup>th</sup> day of July, 2013.

**Cindy Staskiewicz - Notary Public**  
County of Campbell            State of Wyoming  
My Commission Expires 8-18-2014

Cindy Staskiewicz  
Notary Public

### Certificate of Determination-Complex Addition

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

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

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

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

Lot 1A of the Final Plat Lot 1A & 1B, Dorr I Subdivision, A Resubdivision of Lot 1, Door I Subdivision, according to the final plat thereof recorded with the Campbell County Clerk at page 102 of Book 9 of Plats.

Said tract of land contains 7.47 acres, more or less.

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

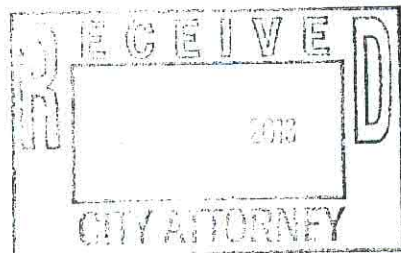
DATED This 3<sup>rd</sup> day of may, 2013.

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness





N.T.S.

LOT 1A

LOT 1B

GARNER LAKE ROAD

TRACT B

TRACT A



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

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

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

1. That the undersigned, Vision 2007 LLC, is the owner(s) of the land, which is contiguous to the City limits of the City of Gillette, which land is described as follows:

Lot 1B of of the Final Plat Lot 1A & 1B, Dorr I Subdivision, A Resubdivision of Lot 1, Door I Subdivision, according to the final plat thereof recorded with the Campbell County Clerk at page 102 of Book 9 of Plats.

Said tract of land contains 2.53 acres, more or less.

2. That attached hereto and made a part hereof is a map showing territory sought to be annexed.
3. That Vision 2007 LLC being the owner(s) of the said land, respectfully request that said land be annexed to the City of Gillette, Campbell County, Wyoming.

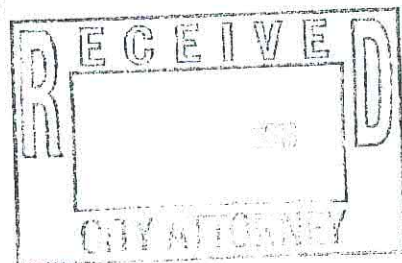
DATED This 3<sup>rd</sup> day of May, 2013.

*Don L. Young, Mayor*

*[Signature]*  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness







N.T.S.

LOT 1A

LOT 1B

GARNER LAKE ROAD

TRACT B

TRACT A

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

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

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

1. That the undersigned, Campbell County Public Land Board, is the owner(s) of the land, which is contiguous to the City limits of the City of Gillette, which land is described as follows:

A tract of land situated in the north half of Section 25, T50N, R72W and in Sections 29, 30 and 32 of T50N, R71W, of the 6th P.M., Campbell County, Wyoming, and more particularly described as follows:

Beginning at the southwest corner of Section 30, T50N, R71W, said point being monumented by a brass cap set in concrete; thence N00°53'26"W along the west side of Section 30 for a distance of 2644.10 feet to the west 1/4 corner of Section 30, said point being monumented by a brass cap set in concrete; thence N89°24'37"W along the east-west centerline of Section 25 for a distance of 2617.57 feet to the center of Section 26, said point being monumented by a brass cap set in concrete; thence continuing along the east-west centerline of Section 25 on a bearing of N89°24'37"W for a distance of 1310.23 feet to a point monumented by a 5/8 inch rebar with an aluminum cap; thence N00°47'26"W for a distance of 2084.31 feet to a point of intersection with the south side of the Highway 14-16 right of way, said point being monumented by a 5/8 inch rebar with an aluminum cap; thence S80°49'09"E along the south right of way line of Highway 14-16 for a distance of 1380.39 feet to a highway right of way brass cap set in concrete; thence continuing along the right of way on a bearing of S80°26'22"E for a distance of 999.11 feet to a point monumented by a highway right of way brass cap set in concrete; thence S09°44'12"W for a distance of 25.31 feet to a point monumented by a highway right of way brass cap set in concrete; thence continuing along the right of way on a bearing of S80°25'01"E for a distance of 1613.43 feet to a point monumented by an iron pipe; thence S80°24'14"E for a distance of 730.75 feet to a highway right of way brass cap set in concrete, said point also being the beginning of a circular curve to the right with a radius of 11378.76 feet; thence southeasterly along said curve a distance of 1221.15 feet to a point

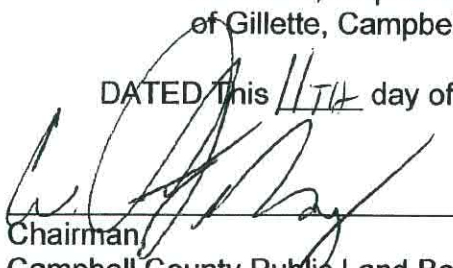


monumented by a brass cap set in concrete; thence S74°15'18"E along the right of way for a distance of 3528.54 feet to a point on the north-south section line between Section 30 and 29, said corner being monumented by a 1/2 inch iron pipe; thence S74°14'57"E a distance of 634.33 feet to a 1/2 inch iron pipe set in the highway right of way, said point also being on the east-west centerline of Section 29; thence S74°15'53"E along the right of way for a distance of 746.14 feet to a point monumented by a 5/8 inch rebar with an aluminum cap; thence S00°42'35"E along the east side of the W1/2SW1/4 of Section 29 for a distance of 2432.27 feet to the south side of Section 29, said point being monumented by a 5/8 inch rebar with an aluminum cap; thence S00°00'40"E along the east side of the W1/2NW1/4 of Section 32 for a distance of 2669.80 feet to the east-west centerline of Section 32 and to a point monumented by a 5/8 inch rebar with an aluminum cap; thence S89°09'01"W along the east-west centerline of Section 32 for a distance of 1340.22 feet to the W1/4 corner of Section 32, said point being monumented by a brass cap set in concrete; thence N00°25'10"E along the west side of Section 32 for a distance of 2654.53 feet to the northwest corner of Section 32, said point being monumented by a brass cap set in concrete; thence N88°54'00"W along the south side of Section 30 for a distance of 1319.99 feet to a point monumented by an iron pipe; thence continuing along the south side of Section 30 on a bearing of N88°51'46"W for a distance of 1328.35 feet to the S1/4 corner of Section 30, said point being monumented by a brass cap set in concrete; thence continuing along the south side of Section 30 on a bearing of N88°56'24"W for a distance of 2636.23 feet to the southwest corner of Section 30 and the point of beginning.

Also including the S1/2SE1/4SW1/4 of Section 29, T50N, R72W of the 6th P.M., Campbell County, Wyoming.

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

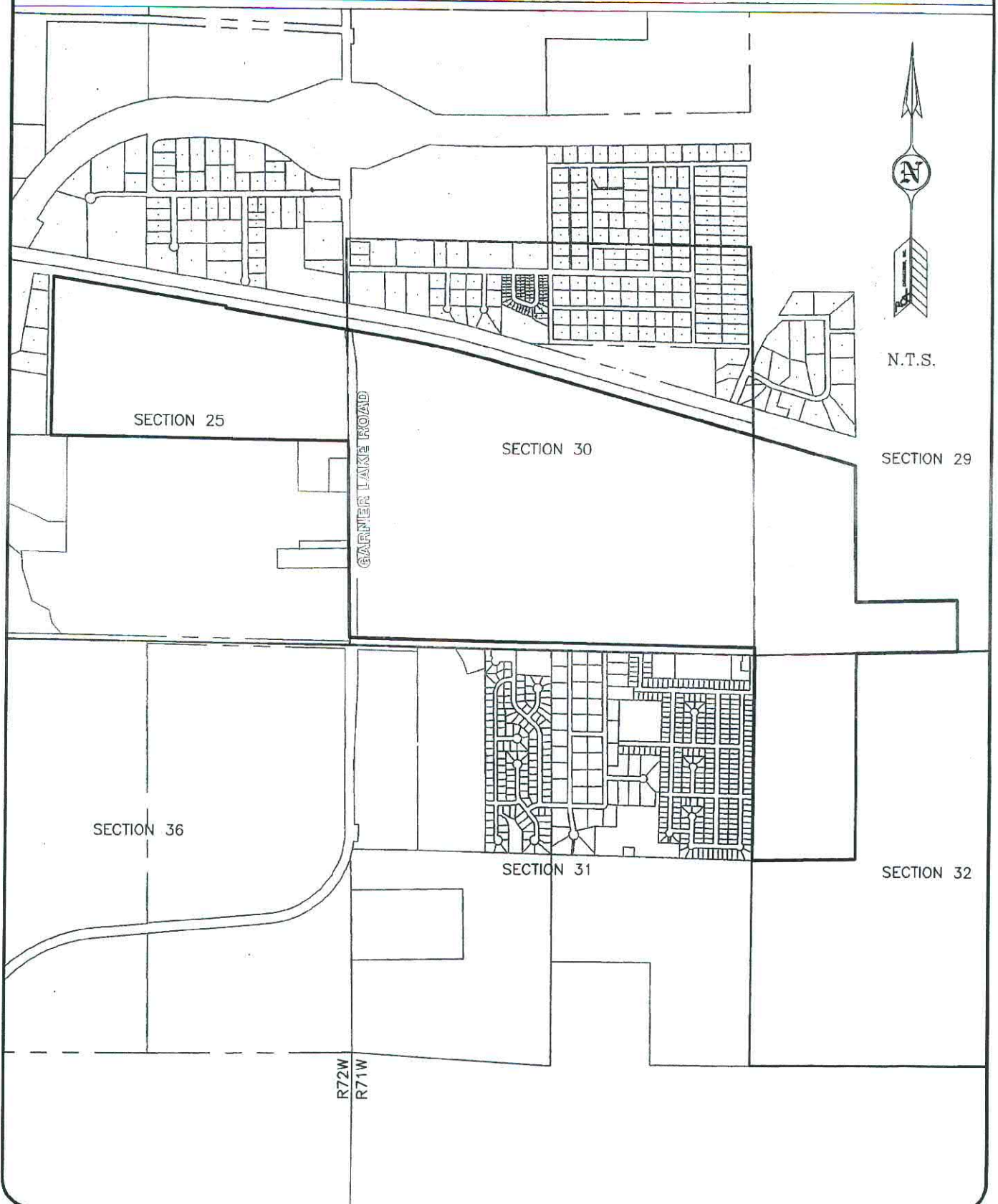
DATED this 11th day of July, 2013

  
Chairman  
Campbell County Public Land Board

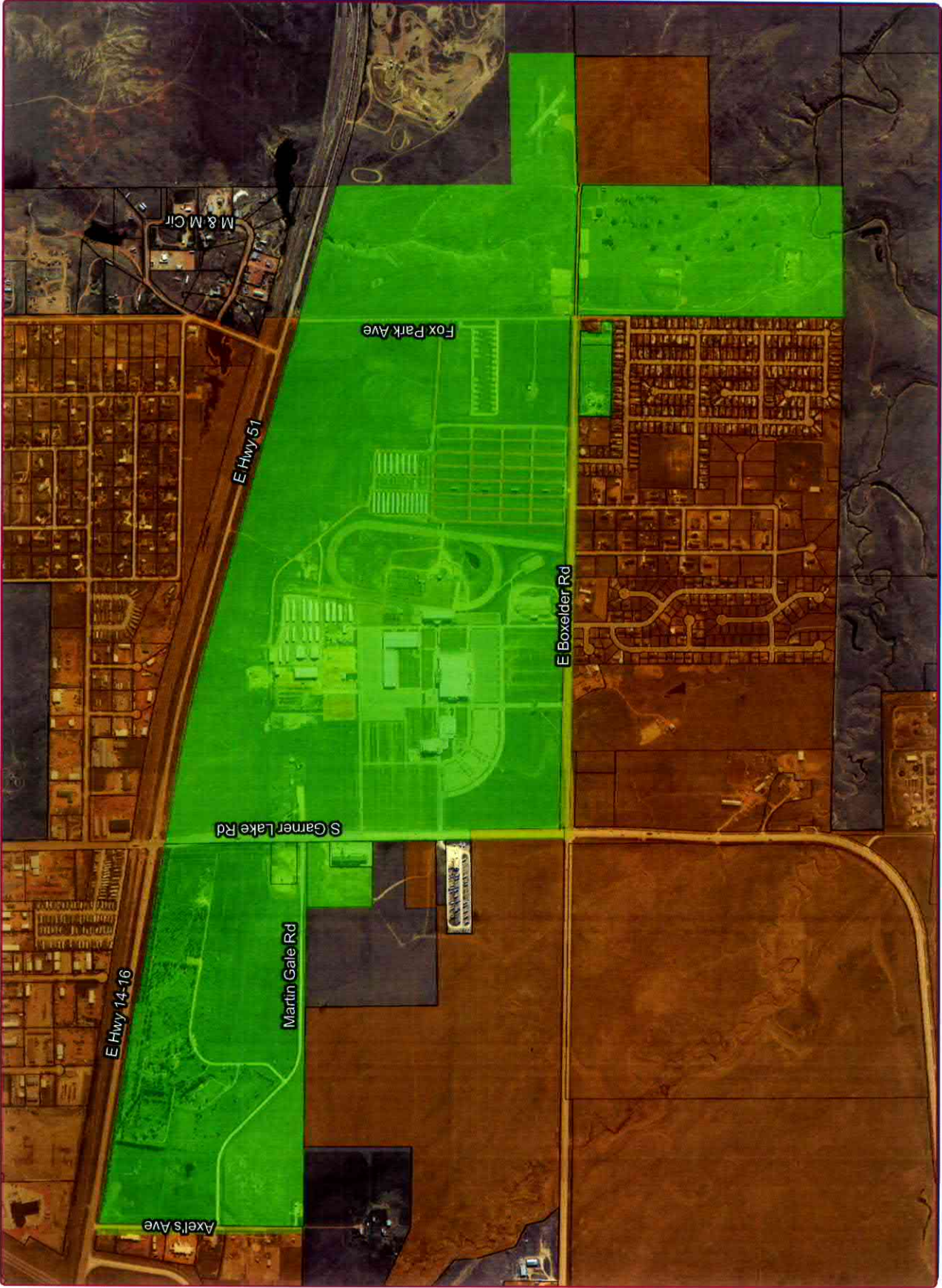
  
Witness

EXHIBIT "A"  
ZONING EXHIBIT

4506 Wigwam Blvd.  
P.O. Box 2185  
Gillette, Wyo. 82716  
Ph. (307) 687-0600









**CITY OF GILLETTE**  
GIS Division  
1000 West 1st Avenue  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
www.gillettewy.gov



**Legend**

- Current City Limits
- Complex Addition Exhibit Area
- County Tax Parcels

Y & S CONSULTING ENGINEERS  
Complex Area Map Public Exhibit.mxd



**Complex Addition Exhibit Map**  
July 17, 2013  
Sandra M. P. B.J.D.E.  
Prepared by:  Consultant

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORDS AND SOME DRAWINGS. THE CITY OF GILLETTE MAKES NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED THEREIN.

## **RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION INITIATING ANNEXATION OF A  
TRACT OF LAND CONTIGUOUS TO THE CITY OF  
GILLETTE, WYOMING, PURSUANT TO W.S. 15-1-403  
AND 15-1-405, KNOWN AS THE  
CAM-PLEX ADDITION AND ESTABLISHING A  
PUBLIC HEARING DATE OF SEPTEMBER 16, 2013  
FOR THE ANNEXATION PUBLIC HEARING**

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

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

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

1. The area sought to be annexed known as the Cam-plex Addition is more particularly described as follows:

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

An annexation parcel located in a portion of the N1/2 & SE1/4 of Section 25, T50N, R72W, a portion of Section 30, a portion of the W1/2 of Section 29 and the W1/2NW1/4 of Section 32, T50N, R71W, of the 6<sup>th</sup> P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the southeast corner of said Section 30, being monumented by a 1925 GLO brass cap and being the point of beginning;

Thence along the east line of said Section 30, N00°45'10"W, 100.09 feet to the north right of way of Boxelder Road, also being the northerly line of the East Boxelder Addition Annexation Plat as recorded in Book 9 Plats, Page 216 as recorded in the Campbell County Clerks office;

Thence leaving said east line and along said north right of way and northerly line, N88°54'20"W, 2644.57 feet to the center quarter line of aforementioned Section 30;

Thence continuing along said north right of way and northerly line, N88°56'25"W, 2526.98 feet to a point on said north right of way;

Thence leaving said north right of way and northerly line, along the westerly line of aforementioned East Boxelder Addition, S00°52'37"E, 50.04 feet to the

northerly line of Stonepile Addition Annexation Plat as recorded in Book 9 Plats, Page 114;

Thence along said northerly line, N88°56'26"W, 12.20 feet to the southeast corner of the Boxelder Annexation as recorded in Book 9 Plats, Page 376;

Thence along the east line of said Boxelder Annexation, N00°53'08"W, 948.32 feet to a point on the easterly right of way of Garner Lake Road;

Thence leaving said easterly right of way, along a northeasterly line of Boxelder Annexation, S89°07'49"W, 99.97 feet to the southeast corner High Plains Campground as recorded in Book 5 Plats, Page 135, monumented by an aluminum cap stamped LS 567 1990, also being the west right of way of said Garner Lake Road and the west line of aforementioned Section 30;

Thence leaving boundary of said Boxelder Annexation, along said west right of way and west line, N00°53'15"W, 988.77 feet the southeast corner of the Dorr I Subdivision as recorded in Book 9 Plats, Page 102, monumented by an aluminum cap stamped PLS 6872;

Thence leaving said west right of way and west line, along the south line of said Dorr I Subdivision, N89°25'15"W, 659.89 feet to the southwest corner of said Dorr I Subdivision, monumented by an aluminum cap stamped RLS 2333;

Thence along the west line of said Dorr I Subdivision, N00°53'20"W, 659.94 feet to the northwest corner of said Dorr I Subdivision, being a point on the center quarter line of aforementioned Section 25, monumented by an aluminum cap stamped RLS 2333, from which the east quarter corner of said Section 25 lies S89°25'10"E, 659.91 feet, monumented by a 1925 GLO brass cap;

Thence along said center quarter line, N89°24'52"W, 996.29 feet to an aluminum cap stamped LS 10237, being the northeasterly corner of aforementioned Boxelder Annexation;

Thence continuing along said center quarter line and along the northerly line of said Boxelder Annexation, N89°24'38"W, 1408.56 feet to an aluminum cap stamped LS 10237;

Thence leaving said northerly line, continuing along said center quarter line, N89°24'30"W, 795.43 feet to the east right of way of Axels Avenue, being the southeast corner of The Mary Sue Addition Annexation Plat as recorded in Book 4 Plats, Page 115, monumented by an aluminum cap stamped PELS 2457, from which the west quarter corner of aforementioned Section 25 lies N89°25'36"W, 1377.13 feet, monumented by a 1971 brass cap stamped LS450;

Thence leaving said center quarter line, along said east right of way and the east line of said The Mary Sue Addition, N00°27'56"E, 2065.84 feet to the south right of way of Wyoming State Highway 51, monumented by an aluminum cap stamped PLS 538, also being a point on the south line of Collins Heights Annexation as recorded in Book 7 Plats, Page 141;

Thence leaving said east right of way and said east line, along said south right of way and said south line, S80°48'23"E, 2264.62 feet to an angle point, monumented by a WYDOT aluminum cap stamped PLS 8308;

Thence continuing along said south right of way and south line, S09°35'49"W, 30.97 feet to an angle point, monumented by a WYDOT brass cap;

Thence continuing along said south right of way and south line, S80°24'59"E, 2343.63 feet to a non-tangent circular curve concave to the south, monumented by a WYDOT concrete monument sheared off;

Thence continuing along said south right of way and south line, through said curve with a delta angle of 06°09'56", a radius length of 11344.38 feet, an arc

length of 1220.78 feet, a chord bearing of S77°20'15"E and a chord length of 1220.19 feet to a WYDOT concrete monument sheared off;

Thence continuing along said south right of way and south line, S74°15'20"E, 3529.79 feet to the east line of aforementioned Section 30, from which the east quarter corner of said Section 30 lies S00°49'40"E, 186.91 feet, monumented by a 2008 aluminum cap stamped PLS 8308;

Thence leaving said south line, continuing along said south right of way, S74°15'20"E, 1379.01 feet to the west sixteenth line of aforementioned Section 29;

Thence leaving said south right of way, along said west sixteenth line, S00°42'38"E, 1768.17 feet to the southeast corner of the NE1/4SW1/4SW1/4 of said Section 29;

Thence along the south 1/64th line of said Section 29, N88°29'31"E, 1320.63 feet to the southeast corner of the NE1/4SE1/4SW1/4 of said Section 29;

Thence along the center quarter line of said Section 29, S00°39'47"E, 662.67 feet to the south quarter corner of said Section 29;

Thence along the south line of said Section 29, S88°44'07"W, 27.95 feet to the northeast corner of the Gillette College Rodeo Annexation as recorded in Book 10 Plats, Page 81, monumented by an aluminum cap stamped LS 584;

Thence continuing along the south line of said Section 29 and the north line of said Gillette College Rodeo Annexation, S88°28'06"W, 1292.13 feet to the west sixteenth corner of said Section 29 and aforementioned Section 32, monumented by an aluminum cap stamped RLS 2333;

Thence leaving said south line and said north line, along the west sixteenth line of said Section 32 and the west line of said Gillette College Rodeo Annexation, S00°01'57"E, 1340.03 feet to the southwest corner of said Gillette College Rodeo Annexation, monumented by an aluminum cap stamped LS 584;

Thence continuing along said west sixteenth line, S00°01'57"E, 1329.25 feet to the southeast corner of the SW1/4NW1/4 of said Section 32;

Thence leaving said west sixteenth line, along the center quarter line of said Section 32, S89°08'07"W, 1340.38 feet to the southeast corner of Fox Park Subdivision Addition as recorded in Book 9 Plats, Page 261, monumented by a 1925 GLO brass cap;

Thence along the east line of said Fox Park Subdivision Addition Annexation Plat, also being the west line of said Section 32, N00°24'24"E, 2654.59 feet to the point of beginning.

Said annexation parcel contains 759.69 acres more or less.

#### ADDITION LAND DESCRIPTION IS AS FOLLOWS:

An annexation parcel located in a portion of the NE1/4 of Section 31, T50N, R71W, of the 6<sup>th</sup> P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast corner of said Section 31, being monumented by a 1925 GLO brass cap;

Thence along the north line of said Section 31, N88°55'14"W, 155.29 feet to northwest corner of Chesmore Annexation as recorded in Book 10 Plats, Page 2 as recorded in the Campbell County Clerks office, also being a point on the south right of way of Boxelder Road and being the point of beginning;



Thence continuing along said north line and south right of way, N88°55'14"W, 864.48 feet to the northeast corner of Bucklin Annexation as recorded in Book 10 Plats, Page 3;

Thence leaving said north line and south right of way, along the east line of said Bucklin Annexation, S00°19'56"W, 329.93 feet to a northerly line of Fox Park Subdivision Addition Annexation Plat as recorded in Book 9 Plats, Page 261;

Thence along said northerly line, S88°55'08"E, 959.34 feet to a point on the west right of way of an access road as platted in Fox Park Subdivision Ph I as recorded in Book 2 Plats, Page 102, monumented by an aluminum cap, stamping not legible;

Thence along said west right of way, N00°26'30"E, 125.33 feet to the southeast corner of aforementioned Chesmore Annexation;

Thence leaving said west right of way, along the south line of said Chesmore Annexation, N88°50'04"W, 113.80 feet to the southwest corner of said Chesmore Annexation;

Thence along the westerly line of said Chesmore Annexation, N00°24'56"E, 125.40 feet to an aluminum cap stamped PELS 8663;

Thence continuing along said westerly line, S88°50'04"E, 18.40 feet to an angle point;

Thence continuing along said westerly line, N00°24'56"E, 79.09 feet to the point of beginning.

Said annexation parcel contains 6.77 acres more or less.

A map of the Cam-plex showing the land area is attached to this Resolution as Exhibit "A" and Exhibit "B". The owners of the tract of land sought to be annexed and their mailing address is listed in Exhibit "C" which is also attached. Annexation reports explaining the terms and conditions of the annexation will be prepared and will distributed to the landowner in accordance with State Statutes.

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

3. A public hearing in this matter shall be held on September 16, 2013 at 7:00 o'clock p.m., in the Council Chambers, City Hall, Gillette, Wyoming, to determine whether the proposed annexation complies with W.S. 15-1-402.

4. The City Clerk is directed to give notice of the public hearing by publishing a notice twice in the Gillette News Record, with the first notice published at least twenty (20) days prior to the date of the public hearing and by mailing a copy of the published notice to the owners of the tract(s) sought to be annexed and those listed in the Adjacent Landowner List at the address used to

mail County tax notices. Such notices shall contain the legal description of the area and the names of the persons owning the property within the area.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Tom Murphy, Mayor

(S E A L)

ATTEST:

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

Publication:



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

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

**DATE: 8/5/2013 7:00:00 PM**

**SUBJECT:**

Council Consideration of an Agreement for Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project with Van Ewing Construction, Inc., in an Amount Not to Exceed \$20,000.00.

**BACKGROUND:**

The City desires to construct a Softball/Baseball Complex on property owned by the City of Gillette between East Boxelder Road and Garner Lake Road on the east side of Gillette. The project has been designed through a separate contract to build eight (8) fields, and associated infrastructure. A project to install the water main, the sewer main, and to rough grade the property is currently under construction.

A Construction Manager at Risk (CMAR) Request for Proposal (RFP) was advertised on June 28 and July 5 to obtain Pre-Construction Construction Manager services to develop a Guaranteed Maximum Price (GMP) to construct as many of the eight (8) fields as possible, and remaining infrastructure for the facility within the available budget. Five (5) proposals were received by the required date and time of July 17 at 4:00 p.m. Van Ewing Construction, Inc. ranked highest in a scoring matrix, evaluating the following weighted criteria:

Past CMAR Experience  
Management Personnel Experience with CMAR  
Management Personnel Construction Experience  
Gillette and Campbell County Experience  
Ability to Meet Project Schedule/Budget  
Bonding Capacity, and  
Wyoming Residency

This contract will involve the services of Van Ewing Construction, Inc. to provide input on costs, cost effective construction materials, constructability, value engineering, advanced project planning, scheduling, and sequencing issues throughout the pre-construction design phase. This work will include background research, meetings, review of cost management logs and potential cost saving measures, and coordination with sub-consultants, including landscaping, architectural, mechanical, plumbing, and electrical.

It is anticipated the GMP will be finalized September 11, 2013 and considered by Council on September 16, 2013. If the GMP is selected, the pre-construction services fee associated with this contract will be deducted from the CMAR fee.

**ACTUAL COST VS. BUDGET:**

Funding for this project has been allocated in the Special Projects - Park Development Account 001-10-04-419-70-47310.

**SUGGESTED MOTION:**

I move for Approval of an Agreement for Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project, with Van Ewing Construction, Inc., in an Amount Not to Exceed \$20,000.00.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

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**AGREEMENT FOR  
PRECONSTRUCTION SERVICES ON  
THE GILLETTE SOFTBALL/BASEBALL COMPLEX  
13EN33**

**THIS AGREEMENT** made this date by and between the City of Gillette, 201 E. 5<sup>th</sup> Street, P.O. Box 3003, Gillette, Wyoming, 82717, (hereinafter called "CITY"), and the Contractor, Van Ewing Construction, Inc., P.O. Box 99, Gillette, Wyoming, 82717, (hereinafter called "CONTRACTOR").

**WHEREAS**, the CITY has preliminarily selected Van Ewing Construction, Inc. to be the Construction Manager At Risk for the Gillette Softball/Baseball Complex Project; and

**WHEREAS**, PCA Engineering, Inc. 4506 Wigwam Blvd., P.O. Box 2185, Gillette, Wyoming, 82717, is the designer on said project (hereinafter called "DESIGNER"); and,

**NOW THEREFORE, IT IS AGREED** as follows:

1. **Work to be performed by CONTRACTOR.** CONTRACTOR agrees to perform the following work:

- A. Review the Owner's needs, goals and requirements. Identify potential construction phasing strategies and schedules based upon the specific project requirements and variables.
- B. Based on the approved phasing strategy, assist in the preparation of a construction schedule for the project. Maintain a specific Critical Path Method (CPM) schedule for the construction phase of the project. Identify planned milestones and major events as necessary.
- C. Assist in defining project costs and major cost variables. Prepare and maintain a detailed project construction budget.
  1. Prepare a trade by trade construction cost estimate based upon the design drawings. Convert estimate to a Guaranteed Maximum Price (GMP).
  2. Provide cost comparisons of alternate construction systems and materials. Provide recommendations to the design team for value engineering options and economies where appropriate. Analyze proposed materials and building systems with respect to quality, availability and price.

3. Prepare a detailed, measured quantity, cost estimate from the construction documents. Estimate to include all building construction and sitework improvements.

D. Identify, recommend and expedite the procurement of materials and/or equipment that requires long lead times to ensure delivery to maintain the construction schedule.

E. Review the construction documents to minimize conflicts, overlaps and omissions between proposed subcontractors. Prepare list of trade/bid packages identifying the specific scope of work for each trade/subcontract.

F. Prepare bid forms and documents for solicitation of competitive subcontractor bids in conformance with W.S. 16-6-101 through 16-6-107. Local participation is highly desired. Review with the project team and advise accordingly. Receive bids from subcontractors. Evaluate and analyze bids as to adequacy and completeness. Conduct scope reviews with low bidders and make recommendations to the project team for contract award. Prepare and execute construction contracts for each trade or category of work.

**2. Work to be approved by DESIGNER:** The parties agree that all work performed by CONTRACTOR pursuant to Paragraph 1 above shall be completed to the satisfaction of the DESIGNER and CITY.

**3. TIME FOR COMPLETION:** CONTRACTOR shall have completed the work pursuant to paragraph 1 above upon formulation, and acceptance or denial, of the Guaranteed Maximum Price by the CITY. It is anticipated that a GMP will be considered by the CITY on September 16, 2013.

**4. PRICE:** The CITY shall pay to the CONTRACTOR a sum not to exceed Twenty Thousand Dollars (\$20,000.00), which will be disbursed in partial monthly payments in accordance with the work and acceptance of the work by the DESIGNER. The CONTRACTOR shall submit invoices to the CITY and payment shall be made within forty-five (45) days after submittal of the invoice. In the event the parties are able to enter into a Construction Management Contract, the \$ 20,000.00 cost shall be deducted from the compensation to CONTRACTOR under that agreement.

**5. INSURANCE:** The CONTRACTOR shall secure and maintain the following insurance throughout the life of the project:

- A. Comprehensive general liability including property damage insurance with minimum amounts:
  1. General Aggregate - \$2,000,000
  2. Products – Completed

Operations Aggregate - \$2,000,000

3. Personal and Advertising Injury - \$1,000,000
4. Each Occurrence  
(Bodily Injury and Property Damage) - \$1,000,000
5. Property Damage Liability Insurance will provide explosion,  
collapse, and under-ground coverage where applicable
6. Excess or Umbrella Liability - \$1,000,000

B. Comprehensive automobile liability in the minimum amounts of:

1. Bodily Injury:  
Each Person - \$1,000,000  
Each Accident - \$1,000,000
2. Property Damage :  
Each Accident - \$1,000,000
3. Combined Single Limit of \$1,000,000
  - i. Workers Compensation insurance per Statutory limits.
  - ii. Builders Risk insurance during construction.

**OWNER**

City of Gillette

By: \_\_\_\_\_  
Tom Murphy, Mayor

DATED: this \_\_\_\_ day of \_\_\_\_\_, 2013

(SEAL)

Attest \_\_\_\_\_



**CONTRACTOR**

Van Ewing Construction, Inc.

By: \_\_\_\_\_  
Trevor Larson, Vice President

DATED: this \_\_\_\_\_ day of \_\_\_\_\_, 2013

(SEAL)

Attest \_\_\_\_\_



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

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

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project with PCA Engineering, Inc., in the Amount of \$46,660.00.

**BACKGROUND:**

The City desires to construct a Softball/Baseball Complex on property owned by the City of Gillette between East Boxelder Road and Garner Lake Road on the east side of Gillette. The project has been designed through a separate contract to build eight (8) fields, and associated infrastructure. A project to install the water main, the sewer main, and to rough grade the property is currently under construction. A Construction Manager at Risk (CMAR) Request for Proposal (RFP) has been issued to obtain Pre-Construction Construction Manager services to develop a Guaranteed Maximum Price (GMP) to construct the fields, and remaining infrastructure for the facility. It is intended that a Construction Manager (CM) will be chosen by July 24, 2013, and the GMP will be finalized September 11, 2013.

This contract will involve the services of PCA Engineering, Inc. to assist the CM, if chosen, with input on costs, cost effective construction materials, constructability, value engineering, advanced project planning, scheduling, and sequencing issues throughout the pre-construction design phase. This work will include background research, meetings, review of cost management logs and potential cost saving measures, and coordination with sub-consultants, including landscaping, architectural, mechanical, plumbing, and electrical.

**ACTUAL COST VS. BUDGET:**

This project is funded by budget under Special Projects - Park Development 001-10-04-419-70-47310.

**SUGGESTED MOTION:**

I move for approval of a Professional Services Agreement for the Pre-Construction Services Associated with the Gillette Softball/Baseball Complex CMAR Project, with PCA Engineering, Inc., in the Amount of \$46,660.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

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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**



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

THIS IS AN AGREEMENT effective as of July 15 , 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:

Gillette Softball/Baseball Complex CMAR 13EN33  
("Project").

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

Pre-construction services to assist the CMAR in the development of a Guaranteed Maximum Price (GMP)

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.

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 \_\_\_\_\_

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

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

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

Engineer License or Firm's  
Certificate No. ES-0267  
State of: Wyoming

Address for giving notices:

Address for giving notices:

201 E. 5<sup>th</sup> Street  
PO Box 3003

PO Box 2185

Gillette, WY 82717

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Kurt Siebenaler P.E.

Thomas A. Sylte, P.E.

Title: City Engineer

Title: President

Phone Number: 307-686-5265

Phone Number: 307-687-0600

Facsimile Number: 307-686-0952

Facsimile Number: 307-687-7022

E-Mail Address: kurt@gillettewy.gov

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 July 15, 2013.

## **Engineer's Services**

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

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

### **PART 1 – BASIC SERVICES**

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

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

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



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

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

#### ~~A1.02 Preliminary Design Phase~~

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

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

*A. After selection of a Construction Manager by the Owner, and upon written authorization by Owner to proceed, Engineer shall:*

- 1. Assist CM and Owner with input on costs, cost effective construction materials, constructability, value engineering, advanced project planning, scheduling and sequencing issues throughout the pre-construction design phases.*
- 2. Prepare any required revised Drawings or Specifications made during the process for use by the CM.*

#### ~~A1.05 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).~~

~~A1.06 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.~~

#### ~~A1.07 *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.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 15, 2013.

## **Owner's Responsibilities**

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

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

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

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- ~~P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.~~
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 18, 2012.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

T. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 46,660 based on the following estimated distribution of compensation:
  - a. ~~Study and Report Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
  - b. ~~Preliminary Design Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
  - c. ~~Final Design Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
  - d. Pre-Construction Services for CMAR \$46,660
  - e. ~~Bidding and Negotiating Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
  - f. ~~Construction Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
  - g. ~~Post-Construction Phase~~ \_\_\_\_\_ \$ \_\_\_\_\_
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

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

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

- U. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- V. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- W. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

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

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



*Z. Estimated Compensation Amounts:*

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

AA. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

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

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

**CC.** *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.10.
4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

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

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

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

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 17, 2012.

### **Reimbursable Expenses Schedule**

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

#### **LABORATORY TESTING FEES**

Moisture Content of Soil / Aggregate	\$ 30.00
Sieve Analysis: Standard Sizes thru #200	\$ 75.00
Moisture/Density Relations (Proctor):	
Standard ASTM D-698	\$150.00
Modified, ASTM D-1557, 4"	\$150.00
Modified, ASTM D-1557, 6"	\$150.00
Check Point	\$ 50.00
Compressive Strength of Concrete Cylinder	\$ 15.00
Bitumen Content of Asphalt	\$ 85.00
Flow and Stability (Marshall Method)	\$ 90.00
Unit Weight (Marshall Method)	\$ 50.00
CBR	\$300.00
Atterberg Limit	\$ 85.00
Insitu Density and Moisture Content	\$ 30.00

*Other Laboratory Tests are available and will be quoted upon request.*

#### **CHARGEABLE EXPENSES**

Global Positioning System (GPS)	\$ 55.00 per hour
Digital Camera	\$ 10.00 per week
Cellular Phone	\$ 10.00 per week/per phone
Vehicle Mileage	\$ 0.85 per mile
ATV / Snowmobile	\$ 100.00 per day
Copies	\$ 0.20 per copy
Color Copies	\$ 0.57 per copy
Mylar Prints	\$ 4.00 per lineal ft.
Wide Format Copies	\$ 3.00 per copy/\$0.50 sft
Foam Presentation Boards	\$ 6.00 per board
Rebar with Cap Monuments	\$ 5.00 each
Brass Cap Monuments	\$ 20.00 each
Metal Fence Posts	\$ 10.00 each
Nuclear Densometer	\$ 20.00 per day
Reimbursables at invoice plus 15%	

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 17, 2012.

## **Standard Hourly Rates Schedule**

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### *EE. Standard Hourly Rates:*

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

### *FF. Schedule:*

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

#### **HOURLY RATES:**

Project Manager-Professional Engineer 1	\$150.00
Project Manager-Professional Engineer 2	\$145.00
Professional Land Surveyor	\$125.00
Project Manager - Designer	\$105.00
Project Engineer	\$100.00
Engineering Intern	\$ 85.00
Surveying Intern	\$ 75.00
Engineering Tech	\$ 85.00
Surveying Tech	\$ 65.00
Bookkeeper-Admin Asst.	\$ 65.00
Receptionist Office Asst.	\$ 50.00

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 15, 2013.

## **Insurance**

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

### **G6.04 Insurance**

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

1. By Engineer:

a. Workers' Compensation:

Statutory

b. ~~Employer's Liability~~

1) <del>Each Accident:</del>	\$ _____
2) <del>Disease, Policy Limit:</del>	\$ _____
3) <del>Disease, Each Employee:</del>	\$ _____

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000.000</u>
2) General Aggregate:	\$ <u>2,000.000</u>

d. Excess or Umbrella Liability --

1) Each Occurrence:	\$ <u>1,000.000</u>
2) General Aggregate:	\$ <u>1,000.000</u>

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

Each Accident	\$ <u>1,000.000</u>
---------------	---------------------

f. Professional Liability --

1) Each Claim Made	\$ <u>1,000.000</u>
2) Annual Aggregate	\$ <u>1,000.000</u>

g. ~~Other (specify):~~ \$ \_\_\_\_\_

2. By Owner:

a. Workers' Compensation:

Statutory

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

1) <del>Each Accident</del>	\$ <u>                    </u>
2) <del>Disease, Policy Limit</del>	\$ <u>                    </u>
3) <del>Disease, Each Employee</del>	\$ <u>                    </u>

c. General Liability --

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

d. Excess Umbrella Liability --

1) Each Occurrence:	\$ <u>1,000,000</u>
2) General Aggregate:	\$ <u>1,000,000</u>

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

Each Accident:

\$ 1,000,000

f. Other (specify):

\$ 5,000,000

~~B. Additional Insureds:~~

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

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

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

c. \_\_\_\_\_  
Engineer's Consultant

2. ~~During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

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



This is **EXHIBIT H**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 15, 2013.

## **Dispute Resolution**

---

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

### ~~H6.08 Dispute Resolution~~

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

### 16.01 Methods and Procedures

#### A. Mediation.

1. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by the American Arbitration Association. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall then be settled by arbitration.
2. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## B. Arbitration.

C. After mediation, all Disputes between Owner and Engineer shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph will be specifically enforceable under prevailing law of any court having jurisdiction.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
2. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
3. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
4. If a Dispute in question between Owner and Engineer involves the work of a Contractor, subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), either Owner or Engineer may join each Joinable Party as a party to the arbitration between Owner and Engineer hereunder, and Engineer or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Engineer involving the work of such Joinable Party. Nothing in this Paragraph nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist."

## 16.02 Third Party Claims Against Engineer

The Owner and Engineer acknowledge that during a construction project, the Engineer must ensure that construction activities have only very limited impacts on surrounding property and individuals who may be in the vicinity of the construction project. It is essential that claims for injuries, which are related to public construction projects, be resolved as quickly as possible. In order to resolve claims as quickly as possible, the Engineer shall arbitrate all individual claims up to fifteen thousand dollars (\$15,000) in value of property damage or personal injuries, from individuals who are not parties to this contract and who agree to have their claim decided by binding arbitration. This section shall

not apply to statutory claims against the Engineer from material men or laborers, for work or materials.

Claims must be in writing and may be submitted to the Engineer and the Owner at any time before the end of the advertising period for final payment to the Contractor.

The Engineer shall review and settle all claims within 30 days of their receipt or participate in arbitration pursuant to the terms of this section in the event the claimant elects to proceed with arbitration following the end of the thirty (30) day period. The Owner shall deduct the amount of all claims from money due under the contract until such time as the claims are settled through the negotiation of the parties or the arbitration process. If the claimant does not initiate arbitration within ten (10) days of receipt of a notice that the Engineer or its agent has denied the claim or within ten (10) days of the end of the thirty (30) day period for settlement, whichever comes first, then the Owner will take no further action on their claim and the provisions of the next paragraph shall not apply.

The Owner shall pay the expenses of the Arbitrator, who shall be selected by the Owner with the agreement of the Engineer and the claimant. The arbitration shall be governed by the rules of the American Arbitration Association in effect as of the effective date of the Contract. The arbitrator's decision shall be binding on the Engineer and the claimant and if the decision includes an award in favor of the claimant, that amount shall be paid to the claimant out of the funds remaining due on the Contract. By entering into a contract with the Owner, the Engineer agrees in advance to the payment of the arbitrator's award out of the retainage established for this contract. The Owner shall have no obligation to pay any amounts in excess of what it possesses as retainage under the contract.

## **Limitations of Liability**

---

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

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
- 

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:
- 

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project,

provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 15, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

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

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: City of Gillette
- c. Engineer: PCA Engineering, Inc.
- d. Project: Gillette Softball/Baseball Complex CMAR (13EN33)

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

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

*[List other Attachments, if any]*

5. Agreement Summary (Reference only)

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

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

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

OWNER:

ENGINEER:

\_\_\_\_\_  
City of Gillette

\_\_\_\_\_  
PCA Engineering, Inc.

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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

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

**DATE: 8/5/2013 7:00:00 PM**

**SUBJECT:**

Council Consideration of a Bid Award for the Collins Heights Lift Station Capacity Upgrade Project to North Star Energy & Construction, LLC, in the Amount of \$649,719.25.

**BACKGROUND:**

This project is to upgrade the wet well capacity of the Collins Heights Lift Station. Currently this lift station is at capacity and when we have a storm event, it has exceeded the capacity of the lift station and has flooded sewer services upstream of the lift station.

**ACTUAL COST VS. BUDGET:**

The City of Gillette, Purchasing Division, opened bids for this project at the City Warehouse on Wednesday, July 10, 2013 at 2:30 P.M.

The results of the bid opening are as follows:

<b>Bidder</b>	<b>Bid Amount</b>
North Star Energy & Construction, LLC	\$ 649,719.25
DRM, Inc.	\$ 712,079.25
COP, Wyoming	\$ 830,161.00
Lillard & Clark	\$ 938,000.00
Mountain View Building	\$1,389,793.00
Engineer's Estimate	\$ 888,185.00

**Bid Irregularities:**

There were no errors with any of the bids.

**Construction Estimate:**

The total construction cost for this project was estimated at \$888,185.00 and was prepared by DOWL HKM. The low bid was \$649,719.25, approximately 37% lower than the Engineer's Estimate.

**Budget:**

Monies for this project have been budgeted from 1% Optional Sales Tax Fund #201-10-05-419-70-47420 in the amount of \$1,000,000.00.



**Contractor's Review:**

North Star Energy & Construction, LLC has no apparent problem with their bid.

Bid Tabulation is attached.

**SUGGESTED MOTION:**

I Move for Approval of the Bid Award for the Collins Heights Lift Station Capacity Upgrade Project to North Star Energy & Construction, LLC, in the Amount of \$649,719.25.

**STAFF REFERENCE:**

Kendall Glover, Utilities Director

**ATTACHMENTS:**

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☐ [Bid Tabulation](#)



Bid Tabulation  
Collins Heights Lift Station Upgrade (12UT06)  
City of Gillette  
July 10, 2013



Bid Item No	Item Name	Units	Quantity	Bid Amount		1		2		3		4		5		Contractor Average	
				Engineer's Estimate		North Star		DRM, Inc.		COP Wyoming		Lillard and Clark-Wyoming		Mountain View Building Inc.		Unit Price	Extended Price
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
01020.01	Mobilization	LS	1	\$ 45,000.00	\$ 45,000	\$ 25,500.00	\$ 25,500.00	\$ 17,750.00	\$ 17,750.00	\$ 94,000.00	\$ 94,000.00	\$ 48,000.00	\$ 48,000.00	\$ 278,000.00	\$ 278,000.00	\$ 92,650.00	\$ 92,650.00
01020.02	Contract Bonds and Insurance	LS	1	\$ 26,000.00	\$ 26,000	\$ 8,032.00	\$ 8,032.00	\$ 6,550.00	\$ 6,550.00	\$ 8,000.00	\$ 8,000.00	\$ 9,600.00	\$ 9,600.00	\$ 17,398.00	\$ 17,398.00	\$ 9,916.00	\$ 9,916.00
01020.03	Force Account	LS	1	\$ 50,000.00	\$ 50,000	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
01500.11	Construction Stormwater Management	LS	1	\$ 10,000.00	\$ 10,000	\$ 2,800.00	\$ 2,800.00	\$ 1,968.00	\$ 1,968.00	\$ 2,300.00	\$ 2,300.00	\$ 4,800.00	\$ 4,800.00	\$ 15,000.00	\$ 15,000.00	\$ 5,373.60	\$ 5,373.60
01510.01	Construction Signing & Traffic Control	LS	1	\$ 4,000.00	\$ 4,000	\$ 1,410.45	\$ 1,410.45	\$ 656.00	\$ 656.00	\$ 1,600.00	\$ 1,600.00	\$ 5,008.00	\$ 5,008.00	\$ 5,000.00	\$ 5,000.00	\$ 2,734.89	\$ 2,734.89
01510.03	Project Identification Sign	EA	1	\$ 2,000.00	\$ 2,000	\$ 1,260.90	\$ 1,260.90	\$ 715.00	\$ 715.00	\$ 800.00	\$ 800.00	\$ 1,580.00	\$ 1,580.00	\$ 2,200.00	\$ 2,200.00	\$ 1,311.18	\$ 1,311.18
02050.25	Removal and Disposal of Structures	LS	1	\$ 18,000.00	\$ 18,000	\$ 12,700.00	\$ 12,700.00	\$ 11,220.00	\$ 11,220.00	\$ 21,000.00	\$ 21,000.00	\$ 7,740.00	\$ 7,740.00	\$ 30,000.00	\$ 30,000.00	\$ 16,532.00	\$ 16,532.00
02231.018	8" Aggregate Base Course - Grading W	SY	252	\$ 15.00	\$ 3,780	\$ 22.00	\$ 5,544.00	\$ 13.00	\$ 3,276.00	\$ 27.00	\$ 6,804.00	\$ 35.00	\$ 8,820.00	\$ 25.00	\$ 6,300.00	\$ 24.40	\$ 6,148.80
02520.017	Portland Cement Concrete Paving	SY	385	\$ 55.00	\$ 21,175	\$ 66.00	\$ 25,410.00	\$ 48.25	\$ 18,576.25	\$ 136.00	\$ 52,360.00	\$ 98.00	\$ 37,730.00	\$ 105.00	\$ 40,425.00	\$ 90.65	\$ 34,900.25
02665.116	Install 6" Gate Valve	EA	2	\$ 1,500.00	\$ 3,000	\$ 1,157.15	\$ 2,314.30	\$ 3,860.00	\$ 7,720.00	\$ 1,700.00	\$ 3,400.00	\$ 1,736.00	\$ 3,472.00	\$ 3,500.00	\$ 7,000.00	\$ 2,390.63	\$ 4,781.26
02700.0115	Install 15" Sanitary Sewer	LF	57	\$ 90.00	\$ 5,130	\$ 66.30	\$ 3,779.10	\$ 57.00	\$ 3,249.00	\$ 141.00	\$ 8,037.00	\$ 171.00	\$ 9,747.00	\$ 110.00	\$ 6,270.00	\$ 109.06	\$ 6,216.42
02700.026	Install 6" Sewer Force Main	LF	60	\$ 70.00	\$ 4,200	\$ 37.00	\$ 2,220.00	\$ 35.00	\$ 2,100.00	\$ 105.00	\$ 6,300.00	\$ 137.00	\$ 8,220.00	\$ 85.00	\$ 5,100.00	\$ 79.80	\$ 4,788.00
02700.03	Install Basic Sanitary Sewer Manhole - 5' Deep	EA	1	\$ 3,000.00	\$ 3,000	\$ 3,020.00	\$ 3,020.00	\$ 3,008.00	\$ 3,008.00	\$ 8,300.00	\$ 8,300.00	\$ 7,142.00	\$ 7,142.00	\$ 8,000.00	\$ 8,000.00	\$ 5,894.00	\$ 5,894.00
02700.04	Install Additional Sewer Manhole Depth	VF	8	\$ 300.00	\$ 2,400	\$ 195.00	\$ 1,560.00	\$ 275.00	\$ 2,200.00	\$ 145.00	\$ 1,160.00	\$ 945.00	\$ 7,560.00	\$ 200.00	\$ 1,600.00	\$ 352.00	\$ 2,816.00
02700.11	Connect to Existing Force Main	EA	1	\$ 3,000.00	\$ 3,000	\$ 1,500.00	\$ 1,500.00	\$ 2,441.00	\$ 2,441.00	\$ 4,800.00	\$ 4,800.00	\$ 2,850.00	\$ 2,850.00	\$ 8,500.00	\$ 8,500.00	\$ 4,018.20	\$ 4,018.20
02900.06	Hydroseeding	LS	1	\$ 1,500.00	\$ 1,500	\$ 2,200.00	\$ 2,200.00	\$ 4,950.00	\$ 4,950.00	\$ 1,100.00	\$ 1,100.00	\$ 7,326.00	\$ 7,326.00	\$ 3,000.00	\$ 3,000.00	\$ 3,715.20	\$ 3,715.20
02900.09	Install Fence - Chain Link	LF	240	\$ 25.00	\$ 6,000	\$ 28.00	\$ 6,720.00	\$ 31.50	\$ 7,560.00	\$ 30.00	\$ 7,200.00	\$ 41.00	\$ 9,840.00	\$ 30.00	\$ 7,200.00	\$ 32.10	\$ 7,704.00
04000.01	Sitework	LS	1	\$ 15,000.00	\$ 15,000	\$ 10,900.00	\$ 10,900.00	\$ 7,574.00	\$ 7,574.00	\$ 17,000.00	\$ 17,000.00	\$ 15,300.00	\$ 15,300.00	\$ 35,000.00	\$ 35,000.00	\$ 17,154.80	\$ 17,154.80
11100.01	Lift Station	LS	1	\$ 590,000.00	\$ 590,000	\$ 377,100.00	\$ 377,100.00	\$ 441,498.00	\$ 441,498.00	\$ 438,000.00	\$ 438,000.00	\$ 571,265.00	\$ 571,265.00	\$ 685,000.00	\$ 685,000.00	\$ 502,572.60	\$ 502,572.60
26 0000.01	Electrical Package, Connections, Controls, Auxiliary Generator	LS	1	\$ 75,000.00	\$ 75,000	\$ 105,748.50	\$ 105,748.50	\$ 119,068.00	\$ 119,068.00	\$ 98,000.00	\$ 98,000.00	\$ 122,000.00	\$ 122,000.00	\$ 178,800.00	\$ 178,800.00	\$ 124,723.30	\$ 124,723.30
	TOTAL BID				\$ 888,185.00		\$ 649,719.25		\$ 712,079.25		\$ 830,161.00		\$ 938,000.00		\$ 1,389,793.00		\$ 903,950.50



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

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

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Collins Heights Lift Station Capacity Upgrade Project with DOWL HKM in the Amount of \$58,000.00.

**BACKGROUND:**

This contract will consist of project oversight and inspection services for the Collins Heights Lift Station Capacity Upgrade Project. This project will be upgrading the capacity of the wet well at the Collins Heights Lift Station.

**ACTUAL COST VS. BUDGET:**

The cost for this construction management professional services contract is \$58,000.00 which is 8.9% of the construction cost of \$649,719.25 or \$773.33/day based on a construction contract time of 75 days. The contract will be funded from the 1% Optional Sales Tax Fund #201-10-05-419-70-47420 which has \$1,000,000.00 budgeted for this project.

**SUGGESTED MOTION:**

I Move for Approval of a Professional Services Agreement for Construction Management Services Associated with the Collins Heights Lift Station Capacity Upgrade Project with DOWL HKM in the Amount of \$58,000.00.

**STAFF REFERENCE:**

Kendall Glover, Utilities Director

**ATTACHMENTS:**

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- ☐ [Agreement](#)
- ☐ [Exhibit A](#)
- ☐ [Exhibit B](#)
- ☐ [Exhibit C](#)
- ☐ [Exhibit D](#)
- ☐ [Exhibit E](#)
- ☐ [Exhibit G](#)
- ☐ [Exhibit H](#)
- ☐ [Exhibit I](#)

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

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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

---

AMERICAN COUNCIL OF ENGINEERING COMPANIES

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

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[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
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American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 2, 2012 ("Effective date") between

City of Gillette, 201 East 5<sup>th</sup> Street, Gillette, WY 82716 ("Owner") and

DOWL HKM, 319 South Gillette Avenue, Suit 301, Gillette, WY 82717 ("Engineer").

Owner intends to Collins Heights Lift Station Capacity Upgrade – Construction Administration ("Project").

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

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

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

- A. Engineer shall begin rendering services as of the Effective Date as identified within the "Notice to Proceed" to be issued by the Owner after the Agreement has been signed by all parties.

### 3.02 *Time for Completion*

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

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.
- B. Subcontracted work and other expenses will be paid from invoices with no percentage markup by the Engineer.
- C. Payments shall be made by Owner directly to Engineer only for services rendered and upon submission of approved monthly progress payment requests based on hourly rate and reimbursable expenses provided in accordance with the schedules in Exhibit C.
- D. The Engineer shall submit a brief progress report summarizing project activities in the billing period with each Engineer's payment request.
- E. ~~The Owner may elect to retain 10% of each progress payment for Engineer's services. If the owner elects to withhold retainage for Engineer's services, the Owner shall notify the Engineer and in writing. Engineering retainages shall be held by the Owner in accordance with COG policies. The Owner may release retainage at certain stages of the project e.g., Bid Opening, and will release retainage at the conclusion and acceptance of the project.~~
- F. The Engineer shall submit a construction progress report with each Construction invoice.



#### 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 thirty (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 forty-fifth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.5 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.
- E. Records of the Engineer's costs pertinent to Engineer's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify Engineer's charges and upon Owner's timely request, copies of timesheet records will be made available to Owner at cost. Engineer's timesheet and reimbursable cost records shall be made available to Owner during normal office hours at the Engineer's office anytime after Contract execution, and before one year after the date of final payment.
- F. Owner shall initiate approval of payment promptly upon receipt of a statement from Engineer, and payment shall be made within ten (10) days of approval by City Council.
- G. Final payment to the Engineer is not due until Engineer submits to the Owner an affidavit stating that all payrolls, bills for materials, and equipment and other indebtedness connected with the Agreement for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied except for those to be paid with the proceeds from the final payment and retainage.
- H. Acceptance by engineer of final payment shall constitute a waiver of all claims by the Owner except those arising from:
  - 1. Unsettled liens.
  - 2. Unapproved or unacceptable work.
  - 3. Failure of the work to comply with the requirements of the Agreement.
  - 4. Terms of any special warranties required by the Agreement.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished



by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

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

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineering shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineering) 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 shall be the property of the Owner and, upon request by the Owner, Engineer shall physically deliver copies of the requested documents, in the format requested, to the Owner. The Engineer shall be compensated by the Owner for associated direct costs including labor, copying, and delivery. Any reuse without written verification or adaptation by the Engineer other than the specific original intended purpose will be at the Owner's sole risk and without liability of legal exposure to the Engineer.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.



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

#### 6.04 Insurance

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

#### 6.05 Suspension and Termination

- A. Suspension.

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

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

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

1. For cause,

a. By either party upon thirty (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 (7) 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 (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (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 (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (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, sixty (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 thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.



Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

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

#### 6.06 *Controlling Law*

- A. ~~This Agreement is to be governed by the law of the state in which the Project is located.~~ Enforcement of the Agreement is to be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be District Court of Owner's locality.

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

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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



## 6.10 Indemnification and Mutual Waiver

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

consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

- F. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

#### 6.11 *Miscellaneous Provisions*

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

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or



rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of 19 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 4 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 8 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 5 pages.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.
- F. Exhibit F, "Construction Cost Limit," consisting of \_\_\_\_\_ pages. Not Used
- G. Exhibit G, "Insurance," consisting of 4 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 2 pages.
- I. Exhibit I, "Allocation of Risks," consisting of 5 pages.
- J. Exhibit J, "Special Provisions," consisting of \_\_\_\_\_ pages. Not Used
- K. Exhibit K, "Amendment to Owner-Engineer Agreement," consisting of \_\_\_\_\_ pages. Not Used

### 8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this



Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

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

Owner: \_\_\_\_\_ Engineer: \_\_\_\_\_  
City of Gillette, Wyoming \_\_\_\_\_ DOWL HKM \_\_\_\_\_

By: Tom Murphy \_\_\_\_\_ By: Dayton Alsaker, P.E. \_\_\_\_\_  
Title: Mayor \_\_\_\_\_ Title: Wyoming Region Manager \_\_\_\_\_

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

Attest: \_\_\_\_\_ Engineer License or Certificate No. ES-0159  
(City Clerk) State of: Wyoming

Address for giving notices: \_\_\_\_\_ Address for giving notices: \_\_\_\_\_  
201 E. 5<sup>th</sup> Street \_\_\_\_\_ 1901 Energy Court, Suite 170 \_\_\_\_\_  
P.O. Box 3003 \_\_\_\_\_ \_\_\_\_\_  
Gillette, WY, 82717 \_\_\_\_\_ Gillette, WY 82717 \_\_\_\_\_

Designated Representative (see Paragraph 8.03.A): \_\_\_\_\_ Designated Representative (see Paragraph 8.03.A): \_\_\_\_\_  
Steven L. Peterson, P.E. \_\_\_\_\_ Dayton Alsaker, P.E. \_\_\_\_\_

Title: Utilities Engineering Manager \_\_\_\_\_ Title: Project Manager \_\_\_\_\_

Phone Number: (307) 687-2531 \_\_\_\_\_ Phone Number: 307-672-9006 \_\_\_\_\_

Facsimile Number: (307) 686-6564 \_\_\_\_\_ Facsimile Number: 307-672-5214 \_\_\_\_\_

E-Mail Address: stevenp@gillettewy.gov \_\_\_\_\_ E-Mail Address: dalsaker@dowlhkm.com \_\_\_\_\_

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

## **Engineer's Services**

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

### **PART 1 – BASIC SERVICES**

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

##### **A. Engineer shall:**

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

Owner. Within \_\_\_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

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

#### *A.1.02 Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and Upon written authorization from Owner, Engineer shall:
  1. Prepare Preliminary Design Phase documents consisting of final design criteria, (50% — effort) preliminary drawings, outline specifications, 50% Opinion of Probable Cost, Quantity Estimates, Reports 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:
    - a. None
  6. Furnish number of review copies of the Preliminary Design Phase documents within 59 calendar days of authorization to proceed with this phase, and review them with Owner. Within twenty one (21) 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 the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 calendar days after receipt of Owner's comments.~~
- B. ~~Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

#### ~~A.1.03 Final Design Phase 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 provide the professional services indicated herein.~~
- B. ~~Engineer's services under the Final Design Phase will be considered complete on the date when the City authorizes approval of a construction contract, following the completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors.~~
- 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. At this time, only one (1) prime construction contract is anticipated.~~
- D. ~~The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

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

- A. ~~After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall perform the following services described herein:~~



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, organize and conduct pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.~~
  2. ~~Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.~~
  3. ~~Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
  4. ~~Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~
  5. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:~~
  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.~~
- B. ~~The Bidding or Negotiating Phase will be considered complete on the date when the City authorizes approval of a construction contract, following completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors. (except as may be required if Exhibit F is a part of this Agreement).~~

#### A.1.05 Construction Phase

- A. Upon successful completion of the Final Design and Bidding and Negotiating Phase(s), and upon written authorization from Owner, Engineer shall perform the following services described herein:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. Engineer will perform all inspections, test and approvals of samples, materials, and equipment specifically required in this Contract.
  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, generate and distribute meeting minutes
  5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
    - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall



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

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives for Owner execution. The Engineer shall not approve work outside a construction contract without an executed Change Order. The Engineer shall promptly provide copies of all executed Change Orders, Field Orders, and Work Directives to the Owner.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of

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

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



impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11. Engineer will review completion documents and incorporate them into Operation and Maintenance manuals for the Owner. Engineer will provide any operational recommendations into the Operation and Maintenance manuals. This scope does not include comprehensive technical manuals detailing the operation of the Owner's systems beyond the items specifically listed above.
17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None
19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

20. *Final Payment Notices and Advertisements.* Engineer will include the requirement for notices and advertisements for final payment in construction contract documents.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

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

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

A. Upon written authorization from Owner to complete work in accordance with A2.01, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

B. During the Post-Construction Phase, and included in the total fee in Appendix C, the 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 present.
2. Perform or provide the following additional Post-Construction Phase tasks or deliverables: None



3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

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

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. ~~Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Normal changes due to Owner comments are included in the Basic Services scope and fee. 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, significant or major scope changes due to Owner comments, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
  4. ~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.



7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultant's 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, and 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 constructability 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. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.—Any restaking of previously staked construction survey work.
16. Providing Construction Phase services beyond the original date for final completion of the Work. Engineer will cause liquidated damages clauses to be placed in the construction contract to cover additional Engineer's services due to Contractor's activities beyond the Substantial and Final Completion date(s). Any of Engineer's additional services due to Contractor's activities beyond the Substantial and Final Completion date(s) that would not be covered by liquidated damages would require written acceptance by the Owner.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the date stated in A1.05.B, or in excess of the times specified in A1.05.A.18.

E-500 Exhibit A, Sept 2004



This is **Appendix 1 to EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

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### **Scope of Services**

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The following is the scope of services anticipated for this project. Items A through H represent general requirements and Item I is the detailed scope for this project.

#### **A. Monthly Progress Reports and Billing Statements**

The Consultant shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month.

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

Consultant and subconsultant(s) billing statements should indicate the number of hours worked by job classification at the consultant's hourly rate(s) as identified on the hourly rate sheet(s) that will be made part of the Owner-Engineer professional services agreement. Unless previously approved by the City of Gillette (COG), all labor, equipment and materials used in the course of the project that is not included on the consultant's direct costs and rate sheet shall be considered subsidiary to the consultant's hourly rates.

#### **B. Computer Models, Statement of Assumptions, Project Work File**

1. If the Consultant writes or uses a computer model or spread sheet as a part of this project, the Consultant shall submit to the COG for approval all proposed model names and data formats prior to beginning work on that task. All data shall be submitted to COG in written and digital formats with the final design report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on that media. User manuals shall be submitted by the Consultant to the COG providing complete documentation of computer models developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the model(s). All computer models, databases, and spreadsheets developed herein (written and digital formats) are due on the same date as the final design report.
2. To facilitate the COG's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall:
  - a. Include in the final design report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that report.

- b. Maintain a project work file containing the materials used in project analysis. This file will be available for review by the COG and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the final design report.

#### **C. Engineer Certification**

The Consultant shall use the Contract Scope of Services as the outline for the draft and final design reports so that Consultant compliance with Contract provisions can be verified. The cover of final design reports, contract documents, as-built drawings, and related material must be stamped and signed by a professional engineer licensed in the State of Wyoming.

#### **D. Digital Submittals**

In addition to paper submittals, the Consultant shall also provide all reports, contract documents, as-built drawings, and related materials in a digital format. This digital format shall, to the extent feasible, be delivered in consolidated files rather than separate files for text, tables, graphics, etc. This digital report shall be contained on a CD(s) or DVD(s), and shall be in both Word and Adobe Acrobat format. Any plates, figures, etc. not suitable for Word shall be in AutoCAD, Adobe Acrobat, or compatible format.

#### **E. Anticipated Project Funding Assistance**

The Consultant anticipates no funding assistance will be required for this project.

#### **F. Project Access**

The Consultant shall be responsible for obtaining access as required for project tasks.

#### **G. Stand-By Time**

The COG will not reimburse the Consultant for stand-by time charges for the Consultant's supervisory personnel.

#### **H. Permitting**

All permit applications prepared under this project shall list the COG as the applicant. The consultant shall be responsible for obtaining the permit and any associated permit fees.

#### **I. Scope of Services**

The following **Scope of Service** details project requirements agreed upon as part of the contract negotiation process:



This is **Appendix 1 to EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

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## **Scope of Services**

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The following is the scope of services for this project:

For the purpose of this scope, Construction Administration tasks are assumed to span from August 2013 to July 2014, generally the anticipated timeframe from Notice to Proceed through Final Completion. This schedule includes 60 days for construction, and associated submittal review and coordination prior to start of construction and project closeout tasks after construction is finished. Inspection is assumed to be part time, with fifty 3-hour visits scheduled.

The following is a brief description of the tasks for this project:

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### **1. Project Management, Administration and Closeout**

DOWL HKM will consult with and advise the City of Gillette and act as the City's representative as provided in the Standard General Conditions of the Project Manual. The extent and limitations of the duties, responsibilities and authority of DOWL HKM are covered in the Standard General Conditions and this Amendment. DOWL HKM will act as the initial interpreter of the requirements of the Contract Documents and make recommendations as to the acceptability of the work and act upon any claims submitted by the Contractor.

This task includes the following:

- a. **Project Management.** DOWL HKM will provide project management services throughout the project. Project manager will coordinate all project work performed by the project engineer, inspector, and surveyor. Project manager will be responsible for administering project budget and preparing the Engineer's monthly pay requests to the City of Gillette.
- b. **Pre-construction Conference.** DOWL HKM will conduct the Pre-construction Meeting. Responsibilities will include scheduling the meeting, preparing agenda, conducting the meeting, taking and distributing minutes, and providing overall coordination.
- c. **Filing and Correspondence.** All documents, correspondence, submittals, drawings, and other administrative records will be filed in a logical and retrievable filing system. DOWL HKM will receive, log, stamp, route, and file all correspondence from the Contractor, City and other parties. Type, log, stamp, file, and transmit all letters, memoranda, and other correspondence, as necessary, to answer incoming correspondence and/or respond to specific construction issues.

- d. Photographic Inventory. Pre-existing site conditions will be documented by taking photographs and keeping these on file throughout the duration of the project.
- e. Field Orders. DOWL HKM will issue Field Orders as required. Field Orders will be issued for all changes in the scope which do not result in either an increase or decrease to the contract price or time. Field Orders may be needed to clarify the work or make adjustments in the work.
- f. Change Orders and Work Change Directives. If necessary, DOWL HKM will issue and process Change Orders and Work Change Directives as required during the project. Upon review and agreement by all parties, Change Orders modifying the construction contract will be forwarded to the Contractor and the City for signature.
- g. Claims. If necessary, DOWL HKM will review any claims filed by the Contractor or the City. The cost for administering or resolving claims beyond an initial assessment and response is not included in this project budget.
- h. Record Survey. DOWL HKM will perform a record survey of as-constructed surface features installed under this project, for incorporation into the record drawings.
- i. Record Drawings. DOWL HKM will prepare record drawings as part of the project closeout. These drawings will be prepared by utilizing record survey information, design drawings, records of authorized changes, field notes, Contractor's red-line drawings of record and photographs taken during construction. DOWL HKM will provide the City of Gillette with three (3) 11x17 copies of the record drawings and one electronic copy of the record drawings in AutoCAD format in accordance with the City's established standards.

## 2. Resident Project Representative/Field Observation

DOWL HKM will provide construction observation and quality assurance monitoring during the construction phase of the contract. The purpose of construction observation is to enable DOWL HKM to provide the City a degree of confidence that the completed work conforms to the contract documents, and that the integrity of the design concept as contained in the contract documents is implemented by the Contractor.

While DOWL HKM is observing construction and communicating to the Contractor the observation of work which does not comply with the Contract Documents and any work the Engineer will not accept, we cannot guarantee the performance of the Contractor.

It is assumed one part-time inspector will be onsite during the construction of the project. Fifty 3-hour trips (150 hours of inspection) are assumed. In addition, DOWL HKM's project



engineer and project manager will be available as needed for construction related services and problem resolution. The following services will be provided as part of construction observation.

- a. Field Meetings. Project Inspector will participate in weekly field meetings (tailgate meetings) with the Contractor to address questions, conflicts, problems, and the like. DOWL HKM will make notes of these meetings, however it is assumed meeting minutes will not be prepared or distributed.
- b. Materials and Equipment. Observe and visually inspect the materials, equipment, and supplies delivered to the project site.
- c. Workmanship. Observe the Contractor's work with respect to quality, suitability, and conformance with the requirements and codes of the Contract Documents, as well as with generally accepted levels of workmanship.
- d. Observe Testing. Observe test demonstrations of equipment and materials as required by the Contract Documents. This task is limited to observing routine construction tests such as leakage tests, pressure tests, compaction tests, etc.
- e. Records/Reports. DOWL HKM's on-site inspector will keep daily diaries, quantity ledgers, work force and equipment records, and maintain a photographic record of the work. In addition to the inspector's records, a submittal log and a file for all field notes, calculations, correspondence and test reports that occur during construction will be kept.
- f. Substantial Completion. When Contractor has completed installation, DOWL HKM will review the overall project status and make a recommendation as to Substantial Completion. If the project is Substantially Complete, a Certificate of Substantial Completion with an attached punch list of remaining deficiencies and omissions will be prepared.
- g. Final Completion and Closeout. When the punch list has been addressed, DOWL HKM's project inspector will visit the site and verify completion. DOWL HKM will then coordinate a final inspection with the City and Contractor when requested by the Contractor. When the project is complete, a Certificate of Final Completion will then be prepared for the Contractor's signature. Submittals from the Contractor for lien releases, waiver of claims, consent of surety to final payment, and a Contractor's Affidavit of Payment will be obtained. Upon satisfactory receipt of the Contractor's closeout documents, DOWL HKM will recommend acceptance of the project by the City.
- h. Submittals/Shop Drawing Review. Shop drawings, material certificates and product literature are to be submitted by the Contractor. DOWL HKM will index, log, review and distribute the documents as appropriate. The review of the shop drawings will be for compliance with the design concept of the project and in compliance with the information given in the Contract Documents. Such reviews or

other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.

- i. Monthly Progress Payments. Prepare the detailed monthly progress payments for the construction work, consistent with the Contract Documents. The monthly payment form will be forwarded to the City for approval and payment.
- j. Contractor's Progress Schedule. Review Contractor's schedule updates for conformance with the contract documents.

### 3. Construction Surveying

Two vertical and horizontal surveying control points will be established. A listing of the coordinates and elevations of these points will be provided to the Contractor. In addition DOWL HKM will stake the construction easement.

### 4. Materials Testing

In accordance with the City of Gillette Standard Construction Specifications, DOWL HKM will coordinate and perform testing of materials for quality control/quality assurance for this project. Materials testing shall include:

- a. Field compaction testing of backfill and crushed base.
- b. Soil sampling and generation of 2 proctor curves for use on the project.
- c. Sampling and testing of concrete to include up to 3 sets of slump/air/unit weight tests and sets of cylinder molds and breaks.

Upon completion of the field tests, results will be reported to the Contractor so corrective actions can be performed, if necessary. This task includes costs for initial tests only. In accordance with the Contract Documents, re-tests due to failure are at the expense of the Contractor.

### 5. Post Construction Services

DOWL HKM will provide services associated with closeout of the project. This work shall include preparation of necessary closeout forms as required by the City of Gillette Standard Construction Specifications.

- a. Warranty Inspection. Approximately 11 months after Substantial Completion, the City and DOWL HKM will make the warranty inspection of the project. If defects are found, the Contractor will be notified for correction. DOWL HKM will make follow-up inspections

END OF SCOPE OF SERVICES



This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

### **Owner's Responsibilities**

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Previously completed property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may



assist Owner in collating the various cost categories which comprise Total Project Costs.

- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. *No Hire.* ENGINEER and OWNER agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after the work of this Agreement is completed or this Agreement is terminated.
- R. *Jobsite Safety.* Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or the ENGINEER's Employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent

shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER's agreement with the Contractor shall require the Contractor to indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants from and against all claims arising out of or resulting from the performance of the Work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability Coverage, which, in addition to the Contractor's general liability insurance policy, shall name the OWNER, the ENGINEER, and the ENGINEER's subconsultants as insureds and which shall indemnify the OWNER, ENGINEER and the ENGINEER's subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.

- S. *Contingency.* The Owner and Engineer acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design and construction phases of the Project. As a result, unforeseen changes may cause the final construction and engineering costs of the Project to exceed the initial Project cost estimates for construction and engineering. The Owner agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project costs.

- T. Perform or provide the following additional services:

E-500 Exhibit B, Sept 2004

This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 5, 2013.

#### Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

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

##### *C4.01 Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C4.01 is estimated to be \$58,000.00 based on the following assumed distribution of compensation:
  - a. Project Management \$ \_\_\_\_\_
  - b. Preliminary Design Phase \$ \_\_\_\_\_
  - c. Final Design Phase \$ \_\_\_\_\_
  - d. Bidding or Negotiating Phase \$ \_\_\_\_\_
  - e. Construction Phase \$ 58,000.00\*

\*Includes an assumed 150 hours of inspection time, basically 50 3-hour trips to the site. Due to the nature of this construction project, full time inspection is not proposed.



4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

*C4.02 Compensation For Resident Project Representative and Post-Construction Basic Services*

A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:
  - a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
  - b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
  - c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
  - d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$27,000. (Per A.1.05.A.2 for RPR services, which also references Exhibit D). The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01.A.3.e.

2. *Post-Construction Phase Services.* For Post-Construction Phase Services under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for Engineer's post-construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post-Construction Phase Services.
- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$ 870.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### C4.03 *Compensation For Additional Services*

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

- 1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.
- 2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the rates shown in Appendix 1 of Exhibit C per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.



3. *Construction Staking Services.* For Construction Staking Services, under Paragraph A2.01.15 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Construction Staking Services, and for the services of any direct assistants to the surveyor. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Construction Staking Services.
- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Surveyor and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$ 425.00 . The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

4. *Materials Testing Services.* For Materials Testing Services, under Paragraph A2.01.23 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Materials Testing Services, and for the services of any direct assistants to the technician. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Materials Testing Services.
- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Materials Testing Technician and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$ 3,600.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### *C4.04 Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix I to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A ~~and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~ In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time~~ and the use of other highly specialized equipment. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per month.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### *C4.05 Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
  - 1. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~ Compensation by the Owner for Engineer's basic Services, identified in Exhibit A



– “Engineer’s Services”, are defined under Exhibit C – “Payments to Engineer for Services and Reimbursable Expenses”. For Additional Services outside of the Basic Services, the Engineer shall notify the Owner in accordance with the Additional Services provisions in Exhibit A. The Engineer shall not exceed the indicated Agreement amount without prior written approval from the Owner. The total compensation amount indicated in the Agreement represents the maximum contract amount that shall not be exceeded. The sum of the Engineering monthly invoices may not exceed the compensation amount in the Agreement, but may be less than the Agreement compensation amount. With each monthly Engineering Application for Payment, the Engineer shall provide an up to date summary indicating the total Engineering costs to date and the estimated completion percentage of the design or construction services complete. Engineer shall also provide updated summary schedule in the graphical form of Appendix 2, Exhibit A.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer’s charges and upon Owner’s timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1** to **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

### Reimbursable Expenses Schedule

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



Effective May 1, 2011

#### WYOMING FEE SCHEDULE

##### Equipment, Materials, & Supplies

ATVs	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$400.00	\$1,600.00	\$4,800.00
Single/Each Additional Receiver		\$200.00	\$800.00	\$2,400.00

##### Travel, Mileage, & Miscellaneous

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at 1/4 rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Wyoming)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage - Automobiles	=	0.75/mile
Vehicle Usage - Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

##### Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1<sup>st</sup>) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.



This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

## Standard Hourly Rates Schedule

### E. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. Hourly rates for services performed on or after the date of the Agreement are:

Effective May 1, 2014



**DOWL HKM**

#### WYOMING FEE SCHEDULE

##### Personnel Billing Rates

Senior Manager	\$180.00
Engineer VI	\$150.00
Engineer V	\$135.00
Engineer IV	\$115.00
Engineer III	\$95.00
Engineer II	\$85.00
Engineer I	\$72.00
Engineering Technician IV*	\$100.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$70.00
Engineering Technician I *	\$50.00
Geologist III	\$115.00
Geologist II	\$95.00
Laboratory Manager	\$85.00
Laboratory Technician *	\$60.00
Inspector *	\$85.00
Survey Manager	\$150.00
Professional Land Surveyor *	\$95.00
Crew Chief *	\$70.00
2 Person Survey Crew	\$150.00
3 Person Survey Crew	\$190.00
Survey Technician *	\$50.00
Accounting Technician *	\$70.00
Marketing Assistant *	\$60.00
Administrative Assistant *	\$55.00

\*Subject to overtime of 1.5 times above rates

##### Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1<sup>st</sup>) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, 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 the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.



8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions,

observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

*11. Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT E**, consisting of 2 pages,  
referred to in and part of the **Agreement**  
**between Owner and Engineer for**  
**Professional Services** dated August 5, 2013

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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT: Collins Heights Lift Station Capacity Upgrade

PROJECT NO.: 12UT06

OWNER: City of Gillette, Wyoming

OWNER's CONSTRUCTION CONTRACT IDENTIFICATION NO.: \_\_\_\_\_

CONSTRUCTION CONTRACT DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

To: \_\_\_\_\_

OWNER

And To: \_\_\_\_\_

CONTRACTOR

---

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth on the reverse side of this Notice.

ENGINEER:

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 4 pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for  
Professional Services** dated August 5, 2013

## Insurance

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

### G6.04 Insurance

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

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	General Liability:	
	General Aggregate:	\$2,000,000
	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability:	
	Each Occurrence:	\$1,000,000
d.	Automobile Liability	
	Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insureds. The following persons or entities are to be listed as additional insureds on Engineer's policies of insurance under b, c & d above:

City of Gillette, Wyoming

Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the Engineer. Under the terms of the Engineer's Professional Liability Insurance, no parties other than the Engineer are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the Engineer's Professional Liability Insurance.

2. By Owner:

a. Workers' Compensation, General Liability, Auto Liability, Property Damage Liability: Coverage is in accordance with the Wyoming Association of Risk Management (WARM) as governed by Wyoming Government Claims Act as evidenced by attached Certificate of Liability Coverage and letter.

b. Other \$5,000,000

~~Additional Insureds. Engineer and Engineer's Consultants identified in the Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.04.B. The following persons or entities are to be listed on Owner's policies of insurance as additional insureds:~~

B. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated.

C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.
2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.
3. Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.
4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.
5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.





## CERTIFICATE OF LIABILITY COVERAGE

The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to the City of Gillette, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$10,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$10,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- The City of Gillette and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2013 through July 1, 2014.

Certified:

Joseph Constantino  
Executive Director





WYOMING ASSOCIATION OF RISK MANAGEMENT

#0066477, Cheyenne, WY 82003 Tel:307.433.9400 Fax:307.433.9413

July 12, 2013

Steven L. Peterson, P.E.  
Manager of Utility Engineering  
City of Gillette  
611 N. Exchange Avenue  
Gillette, WY 82717

Re: Self Insurance Letter

Dear Mr. Peterson:

The City of Gillette is a member of the Wyoming Association of Risk Management ("WARM"). WARM is a self-funded liability pool that provides risk financing and claims administration services to its members. WARM is not an insurance company.

WARM is governed by the Wyoming Governmental Claims Act which limits liability to \$250,000 per claimant and \$500,000 per occurrence for governmental entities. Therefore, these are the general limits provided by WARM. I have enclosed a copy of Gillette's 2013-2014 Liability Certificate for reference.

In addition, WARM may extend coverage only to its members; therefore, we are unable to provide a certificate of insurance that names non-members as an additional insured.

Please contact me with any additional questions you may have.

Sincerely,

Carrie Krause  
Assistant Director

Enclosure (1)

cc: Pam Boger, City of Gillette



This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013

## Dispute Resolution

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

### H6.08 *Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by ~~[insert name of mediator, or mediation service]~~. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction. ~~a mutually agreed upon mediator.~~ After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.
- B. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

[or]

- A. ~~Arbitration.~~ All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ~~[here insert the name of a specified arbitration service or organization]~~ rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.

1. ~~Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
2. ~~All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$\_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$\_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$\_\_\_\_\_ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
3. ~~The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
4. ~~The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
5. ~~If a Dispute in question between Owner and Engineer involves the work of a Contractor, subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), either Owner or Engineer may join each Joinable Party as a party to the arbitration between Owner and Engineer hereunder, and Engineer or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Engineer involving the work of such Joinable Party. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

E-500 Exhibit H, Sept 2004



This is **EXHIBIT I**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013.

#### **Allocation of Risks**

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

##### **I6.10.E** *Mutual Waiver*

1. Consistent with the terms of Paragraph 6.10.E the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants.

##### **I6.10.F** *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

##### **I6.11.G** *Conditions Beyond the Control of the Engineer*

1. The Owner recognizes that in the course of completing the services under this agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and which create potential for claims against and additional costs to the Engineer which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

- Unknown underground utilities or other man-made objects not properly located underground.
- Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
- Changed codes or standards during the course of the work.
- Information provided by others which is not accurate or complete.
- Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the Engineer, the Engineer will promptly notify the Owner, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The Owner agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation to be based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

#### **16.11.H** *Statutes of Limitations*

1. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of Substantial Completion of the project for acts or failures to act occurring prior to Substantial Completion or the date of Final Payment for acts or failures to act occurring after Substantial Completion.

#### **16.11.I** *Betterment*

1. If Engineer mistakenly leaves out of the Construction Documents any component or item required for the Project, Engineer shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

~~[or]~~



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

~~[or]~~

2. ~~Engineer's Liability Limited to the Amount of \$\_\_\_\_\_.~~ Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total amount of \$\_\_\_\_\_.

~~[NOTE: If appropriate and desired, include  
16.10.B.2 below]~~

3. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages.~~ To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10.E the Engineer and Engineer's officers, directors, partners, employees, agents,

and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, and including but not limited to:

*[NOTE: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the phrase "or any of them."]*

*[NOTE: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.10.B.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$\_\_\_\_."]*

*[NOTE: If appropriate and desired, include 16.10.B.3 below]*

*[NOTE: The foregoing provisions may be included as a supplement to Paragraph 6.10.E, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]*

4. ~~Agreement Not to Claim for Cost of Certain Change Orders.~~ Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_% of Construction Cost, and then only for an amount in excess of such



percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

*[NOTE: The parties may wish to consider the additional limitation contained in the following sentence.]*

Owner further agrees not to sue and otherwise to make no claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]

E-500 Exhibit I, Sept 2004



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

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

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Overlook Park Improvements Project to S & S Builders, LLC, in the Amount of \$109,286.70.

**BACKGROUND:**

The Overlook Park Improvements Project consists of improving the ADA access to Overlook Park by adding handicap parking and ADA compliant sidewalks. This includes removal of 3900 SF of sidewalk, the addition of 8400 SF of new sidewalk, 2 handicap parking spaces and repair of the existing basketball court.

**ACTUAL COST VS. BUDGET:**

Bids were opened and read aloud on July 25, 2013 at the City of Gillette Purchasing Division. Five (5) bids were received.

The bid results are as follows:

S & S Builders, LLC	\$109,286.70
Powder River Construction	\$128,060.00
Hladky Construction	\$134,517.53
DRM Construction	\$157,379.50
Silverline Construction	\$159,599.00

The Engineer's estimate, prepared by Bruce Engineering, Inc., was in the amount of \$157,275.00.

Funding for this project has been allocated in the 1% Park Improvements Account 201-1011-419.73-11 in the amount of \$200,000 (FY2013).

It is recommended the bid in the amount of \$109,286.70 be awarded at this time.

**SUGGESTED MOTION:**

I move for approval of a Bid Award for the Overlook Park Improvements Project to S & S Builders, LLC, in the Amount of \$109,286.70.

**STAFF REFERENCE:**

Dustin Hamilton, P.E., Director of Engineering and Development Services  
Sawley Wilde, Public Works Director

## **ATTACHMENTS:**

Click to download

- ☐ [Overlook Park Improvements Bid Tabulation](#)
- ☐ [Overlook Park Improvements Engineer's Recommendation](#)



Overlook Park Improvements  
Project No. 12PK07  
Bid Tabs

Item Number	Item Description	Unit	Engineer's Estimate			Silverline Const		DRM		Hladky		PRC		S&S Builders	
			Bid Quantities	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
01020.01	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,774.80	\$ 4,774.80	\$ 15,000.00	\$ 15,000.00	\$ 2,900.00	\$ 2,900.00	\$ 8,250.00	\$ 8,250.00	\$ 12,273.00	\$ 12,273.00
01020.02	Contract Bonds	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,650.00	\$ 1,650.00	\$ 1,177.03	\$ 1,177.03	\$ 1,765.00	\$ 1,765.00	\$ 410.00	\$ 410.00
01020.03	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
01500.12	Install Silt Fence	LF	300	\$ 4.00	\$ 1,200.00	\$ 0.53	\$ 159.00	\$ 3.45	\$ 1,035.00	\$ 4.00	\$ 1,200.00	\$ 6.00	\$ 1,800.00	\$ 2.75	\$ 825.00
01500.14	Install Erosion Blankets	SY	75	\$ 20.00	\$ 1,500.00	\$ 2.80	\$ 210.00	\$ 10.00	\$ 750.00	\$ 7.00	\$ 525.00	\$ 4.00	\$ 300.00	\$ 4.57	\$ 342.75
01510.01	Construction Signing and Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 904.00	\$ 904.00
01510.02	Flagging	1/4 Hr.	40	\$ 13.50	\$ 540.00	\$ 5.00	\$ 200.00	\$ 16.50	\$ 660.00	\$ 20.00	\$ 800.00	\$ 15.00	\$ 600.00	\$ 15.75	\$ 630.00
01510.20	Accessible Parking Space Marking	EA	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 92.00	\$ 184.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00	\$ 155.25	\$ 310.50
01510.03	Project Identification Sign	EA	1	\$ 850.00	\$ 850.00	\$ 3,000.00	\$ 3,000.00	\$ 940.00	\$ 940.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 756.00	\$ 756.00
02075.04	Removal of Sidewalk	SF	4000	\$ 3.50	\$ 14,000.00	\$ 6.25	\$ 25,000.00	\$ 2.40	\$ 9,600.00	\$ 1.50	\$ 6,000.00	\$ 3.00	\$ 12,000.00	\$ 1.14	\$ 4,560.00
02210.02	Excavation Below Subgrade	CY	50	\$ 23.00	\$ 1,150.00	\$ 24.00	\$ 1,200.00	\$ 17.50	\$ 875.00	\$ 10.00	\$ 500.00	\$ 18.75	\$ 937.50	\$ 53.25	\$ 2,662.50
02210.03	Rejected Material Disposal	CY	25	\$ 20.00	\$ 500.00	\$ 10.80	\$ 270.00	\$ 8.00	\$ 200.00	\$ 20.00	\$ 500.00	\$ 22.00	\$ 550.00	\$ 17.28	\$ 432.00
02210.04	Surplus Material Disposal	CY	25	\$ 20.00	\$ 500.00	\$ 10.80	\$ 270.00	\$ 8.00	\$ 200.00	\$ 30.00	\$ 750.00	\$ 22.00	\$ 550.00	\$ 17.28	\$ 432.00
02210.09	Overlot Grading	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,300.00	\$ 10,300.00	\$ 5,800.00	\$ 5,800.00	\$ 8,000.00	\$ 8,000.00	\$ 7,455.00	\$ 7,455.00
02220.02	Underground Facility Locates	EA	5	\$ 250.00	\$ 1,250.00	\$ 50.00	\$ 250.00	\$ 341.00	\$ 1,705.00	\$ 400.00	\$ 2,000.00	\$ 150.00	\$ 750.00	\$ 245.00	\$ 1,225.00
02528.05	Curb Grinding	LF	70	\$ 25.00	\$ 1,750.00	\$ 20.00	\$ 1,400.00	\$ 24.00	\$ 1,680.00	\$ 40.00	\$ 2,800.00	\$ 15.00	\$ 1,050.00	\$ 23.00	\$ 1,610.00
02530.015	Install Concrete Sidewalk (5")	SF	7890	\$ 7.50	\$ 59,175.00	\$ 6.41	\$ 50,574.90	\$ 6.10	\$ 48,129.00	\$ 7.00	\$ 55,230.00	\$ 5.25	\$ 41,422.50	\$ 4.45	\$ 35,110.50
02530.046	Install Concrete Driveway (6")	SF	1600	\$ 9.00	\$ 14,400.00	\$ 9.32	\$ 14,912.00	\$ 7.00	\$ 11,200.00	\$ 8.00	\$ 12,800.00	\$ 5.75	\$ 9,200.00	\$ 6.90	\$ 11,040.00
02530.14	Seal Existing PCC	LF	163	\$ 5.00	\$ 815.00	\$ 1.00	\$ 163.00	\$ 6.50	\$ 1,059.50	\$ 1.00	\$ 163.00	\$ 5.00	\$ 815.00	\$ 5.15	\$ 839.45
02645.02	Install Fire Hydrant Bollard	EA	4	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ 768.00	\$ 3,072.00	\$ 300.00	\$ 1,200.00	\$ 450.00	\$ 1,800.00	\$ 471.00	\$ 1,884.00
02085.01	Install Sign	EA	4	\$ 250.00	\$ 1,000.00	\$ 100.00	\$ 400.00	\$ 510.00	\$ 2,040.00	\$ 400.00	\$ 1,600.00	\$ 275.00	\$ 1,100.00	\$ 362.00	\$ 1,448.00
02085.02	Remove Sign	EA	1	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 115.00	\$ 115.00
02085.09	Relocate Basketball Pole	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 870.00	\$ 870.00
02895.02	Install Geogrid	SY	100	\$ 6.50	\$ 650.00	\$ 19.50	\$ 1,950.00	\$ 4.00	\$ 400.00	\$ 30.00	\$ 3,000.00	\$ 7.50	\$ 750.00	\$ 3.30	\$ 330.00
02900.06	Hydroseeding	SF	11,500	\$ 0.45	\$ 5,175.00	\$ 1.36	\$ 15,640.00	\$ 1.00	\$ 11,500.00	\$ 1.15	\$ 13,225.00	\$ 0.25	\$ 2,875.00	\$ 0.30	\$ 3,450.00
02900.211	Relocate Sprinkler Sytem 3" Line	LF	175	\$ 6.00	\$ 1,050.00	\$ 8.76	\$ 1,533.00	\$ 16.00	\$ 2,800.00	\$ 20.00	\$ 3,500.00	\$ 40.00	\$ 7,000.00	\$ 11.50	\$ 2,012.50
02900.212	Relocate Sprinkler Sytem 1.5" Line	LF	100	\$ 5.00	\$ 500.00	\$ 9.30	\$ 930.00	\$ 17.00	\$ 1,700.00	\$ 20.00	\$ 2,000.00	\$ 40.00	\$ 4,000.00	\$ 8.62	\$ 862.00
02900.213	Relocate Sprinkler System Head	EA	35	\$ 40.00	\$ 1,400.00	\$ 68.58	\$ 2,400.30	\$ 275.00	\$ 9,625.00	\$ 2.50	\$ 87.50	\$ 175.00	\$ 6,125.00	\$ 57.50	\$ 2,012.50
02900.214	Install Sprinkler System Sleeve for 3" Line	LF	120	\$ 12.00	\$ 1,440.00	\$ 6.60	\$ 792.00	\$ 31.00	\$ 3,720.00	\$ 8.00	\$ 960.00	\$ 12.00	\$ 1,440.00	\$ 23.00	\$ 2,760.00
02900.215	Install Sprinkler System Sleeve for 1" to 2" Line	LF	60	\$ 10.00	\$ 600.00	\$ 12.00	\$ 720.00	\$ 30.00	\$ 1,800.00	\$ 5.00	\$ 300.00	\$ 10.00	\$ 600.00	\$ 11.50	\$ 690.00
02900.216	Relocate Electronic Control Valve	EA	1	\$ 300.00	\$ 300.00	\$ 2,000.00	\$ 2,000.00	\$ 2,455.00	\$ 2,455.00	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00	\$ 575.00	\$ 575.00
16000.024	Install 4" Conduit	LF	40	\$ 7.00	\$ 280.00	\$ 12.50	\$ 500.00	\$ 15.00	\$ 600.00	\$ 40.00	\$ 1,600.00	\$ 12.00	\$ 480.00	\$ 11.50	\$ 460.00
Total Of Bid =					\$ 157,275.00		\$ 159,599.00		\$ 157,379.50		\$ 134,517.53		\$ 128,060.00		\$ 109,286.70





**Civil Engineering • Land Surveying • Management**

P.O. Box 2284  
1300 E. Hwy. 14-16  
Gillette, WY 82717  
(307) 686-2252 • (307) 682-5000  
Fax: (307) 687-7163  
bei@vcn.com

July 25, 2013

City of Gillette  
Engineering Department  
Jade Butler  
P. O. Box 3003  
Gillette, WY 82717-3003

**RE: Bid Acceptance Recommendation  
Overlook Park Improvements  
Project No. 12PK07**

Dear Jade,

Bids were received at 2:00 p.m., Thursday, July 25, 2013 for the above referenced project. Five (5) contractors submitted bids. There was 1 addendum for this project which all contractors acknowledged. Proper Bid Security in the form of Bid Bonds for five percent (5%) of the bid amounts was included with the five (5) bids as well as the "Certificate of Residency Status."

The S & S Builders bid was mathematically correct as submitted. This was the lowest qualified bid for the project. A \$0.90 addition error was found and corrected on the Silverline Bid, increasing it by that amount.

The lowest base bid for each contractor is tabulated as follows and a copy is enclosed for your review.

<b>S &amp; S Builders</b>	<b>Total: \$109,286.70</b>
<b>Powder River Construction</b>	<b>Total: \$128,060.00</b>
<b>Hladky Construction</b>	<b>Total: \$134,517.53</b>
<b>DRM Construction</b>	<b>Total: \$157,379.50</b>
<b>Silverline Construction</b>	<b>Total: \$159,599.00</b>
<b>Engineer's Estimate</b>	<b>Total: \$157,275.00</b>

The low bidder is a local contractor and the existing personnel are thoroughly familiar with the City of Gillette construction requirements and procedures. S & S Builders has historically and successfully completed numerous City of Gillette projects.

S & S Builders has the necessary equipment to complete the project and a number of experienced people on their staff.

The low bid is approximately 30% below the Engineer's estimate and approximately 21% below the average of the five bids submitted. The low bidder (S & S Builders) has met the necessary requirements for bidding and I recommend that the City of Gillette award the OVERLOOK PARK IMPROVEMENTS project to S & S Builders for **\$109,286.70**

If you have any questions concerning our evaluation or recommendations, please do not hesitate to contact us.

Cordially,



Gerald Williams, P.E.  
Project Engineer  
Bruce Engineering Inc.

Enclosed:     S & S Original Bid Packet  
                  PRC Original Bid Packet  
                  Hladky Original Bid Packet  
                  DRM Original Bid Packet  
                  Silverline Original Bid Packet





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

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

**DATE:** 8/5/2013 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Sunflower Park Irrigation and Park Improvements Project to Chalk Buttes Landscaping in the Amount of \$489,512.00.

**BACKGROUND:**

The Sunflower Park Irrigation and Park Improvements Project consists of the installation of irrigation, landscaping and other miscellaneous improvements in Sunflower Park. This includes the installation of a new modern irrigation system, the planting of trees, reduction of turf by adding rock mulch beds and a change of turf species to a more water conservative species.

**ACTUAL COST VS. BUDGET:**

Bids were opened and read aloud on July 23, 2013 at the City of Gillette Purchasing Division. Two (2) bids were received.

The bid results are as follows:

Chalk Buttes Landscaping	\$489,512.00
G & G Landscape, Inc.	\$521,680.39

The Landscape Architect's Estimate, prepared by Steiner Thuesen, PLLC, was in the amount of \$362,335.68.

Funding for this project has been allocated in the 1% Park Improvements Account 201-1011-419.73-11. Funds for this project are also allocated from the County-wide Consensus program in the amount of 50% of the project costs.

It is recommended the bid in the amount of \$489,512.00 be awarded at this time.

**SUGGESTED MOTION:**

I move for Approval of a Bid Award for the Sunflower Park Irrigation and Park Improvements Project to Chalk Buttes Landscaping, in the Amount of \$489,512.00.

**STAFF REFERENCE:**

Dustin Hamilton, P.E., Director of Engineering and Development Services  
Sawley Wilde, Public Works Director

**ATTACHMENTS:**

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☐ [Landscape Architects Recommendation](#)

☐ [Bid Tabulation](#)

STEINER  
THUESEN  
PLLC

GOLF COURSE ARCHITECTURE •

IRRIGATION DESIGN •

LANDSCAPE ARCHITECTURE

July 25, 2013

Mr. Jade Butler  
Engineering Specialist  
City of Gillette  
Box 3003  
Gillette, WY 82717

Dear Jade:

Bids for Sunflower Park Irrigation & Park Improvements 13EN06 were opened yesterday. Two bids were received for this project and there was a wide spread in the bids received. A copy of the bid tabulation is attached for information. I have reviewed the bids and find both to be in order, complete and acceptable.

The lowest total base bid received was \$489,512.00, offered by Chalk Buttes Landscaping, Inc. of Douglas, Wyoming. This company has an excellent reputation within this region. I personally have worked with them in the past and have found their workmanship and project management to be excellent.

The bid is substantially higher than our estimate of \$362,335.68. I compared unit prices bid to our estimate unit prices. They are not all comparable due to differences in the way our estimate is compiled versus the "complete and in place systems" nature of the bid unit prices. However, where the units were comparable, our estimated costs were very similar to prices bid. Therefore, I think the difference is attributable other factors.

Our company maintains an extensive database of historical and current year bid results and unit prices to assist our estimating efforts. We use this detailed information, along with our expectations of individual job conditions that influence bid results such as local market conditions, materials supply availability and competitiveness of the bidding environment to formulate our opinion of probable cost for projects. Usually our estimates are very close to actual bids received. Since this was not the case for this project I have discussed the bid at length with the low bidder in an effort to determine reasons for the cost differential between our estimate and his bid.

The bidder explained that he has experienced rapidly rising costs this year for materials and especially for labor. The current robust economy in eastern Wyoming in general and Douglas/Gillette particularly has created a very high demand for labor, services and products, resulting in increased costs. I think these market conditions, which are quite difficult for us to gage, have probably influenced bids received for this project.

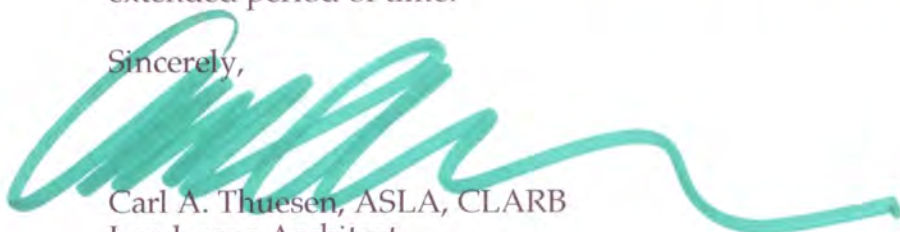


The bidder also stated that the complexity of the irrigation system was a concern to him from an installation cost viewpoint. This irrigation system is breaking new ground for Gillette in terms of water conserving efficiency and flexibility that it will provide. In addition to incorporation of super efficient sprinklers and control materials, the system has been designed to allow the irrigation water application to be adjusted locally within the park on a prioritized basis as water rationing takes effect. To achieve this flexibility and responsiveness to site conditions a complex control and zoning scheme was developed, resulting in the use of more but smaller control zones and deployment of many part circle sprinklers. The bidder recognized the advantages of this system, but also stated he felt it would result in higher than usual installation and labor costs. These costs were not factored into our opinion to the same level.

I feel that although only two bids were received, we did receive a fair and competitive market pricing. The size of this project limits the number of local and in-state contractors who are large enough to tackle it. Realizing this, and in an effort to stimulate a competitive bidding environment, I personally contacted several of the best contractors known to us from other locations, inviting them to consider bidding the job. Two of those contractors did attend the pre-bid conference, along with the two local bidders. The apparent low bidder had previous bidding experience with one of these out of state companies and he told me this motivated him to be very competitive with his final bid number. While we did not receive bids from either out of state contractor, I feel their presence in the bidding process did favorably influence pricing for the City.

I recommend award of the project to Chalk Buttes Landscaping, Inc. at this time. I feel rejecting the bids and rebidding the project early next spring would probably not result in substantial reduction in the project cost, and the park would remain in a marginally usable construction impacted condition for an extended period of time.

Sincerely,



Carl A. Thuesen, ASLA, CLARB  
Landscape Architect



## CITY OF GILLETTE BID OPENING RESULTS FORM

Project: Sunflower Park Irrigation and Park Improvements

City of Gillette Project Number: 13EN06

Date July 23, 2013

OWNER: CITY OF GILLETTE

TIME: 10:00 am

	BIDDER	BID BOND	ADDENDUM	CERTIFICATE OF RESIDENCY	BID AMOUNT
1.	<i>Chalk Buttes Landscaping</i>	✓	✓	✓	\$ <i>489,512.00</i>
2.	<i>G &amp; G Landscape</i>	✓	✓	✓	\$ <i>521,680.39</i>
3.					\$
4.					\$
5.					\$
6.					\$
7.					\$
8.					\$
ENGINEER'S ESTIMATE					\$ <i>362,335.68</i>



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

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

**DATE: 8/5/2013 7:00:00 PM**

**SUBJECT:**

Council Consideration of a Bid Award for the Sunflower Park Lighting Project to Electrical Specialists, Inc., in the Amount of \$55,944.50.

**BACKGROUND:**

The project consists of the installation of 26 decorative lights along the new pathway in Sunflower Park. An additional residential light will be installed adjacent to a newly constructed basketball court. The City is supplying materials for the project including: lights, wire, conduit, and conduit fittings.

The bids for this project were opened and read out loud at the City of Gillette, Purchasing Division, on July 25, 2013 at 3:00 p.m. The following bids were submitted for consideration:

Scott Brothers, Inc.	\$ Irregular
ProElectric, Inc.	\$73,254.50
Electrical Specialists, Inc.	\$55,944.50
Tucker Electric, Inc.	\$87,185.75
Electrofab, Inc.	\$84,987.00

The Engineer's Estimate for this project, provided by City of Gillette, Engineering Division, totaled \$52,707.50.

All bids were submitted on time and had the required Bid Bond. Four (4) of the five (5) bids were from resident contractors. Both Addenda were acknowledged by all contractors. The bids were evaluated per Article 19 of the Instruction to Bidders. Two (2) mathematical errors and one (1) irregularity were found in Scott Brothers, Inc's bid. This bid was rejected according to Section 00200, Article 19.03.J because a unit price was not entered. Electrical Specialists, Inc. is not a resident contractor, but when considering the required 5% preference for resident contractors, they are still the low bidder.

The work will be substantially completed in 25 working days and ready for final payment within 35 working days.

**ACTUAL COST VS. BUDGET:**

This project will be funded jointly (50-50) by the Optional 1% Sales Tax Account 201-1011-419.74-05 and County-wide Consensus Funding.

**SUGGESTED MOTION:**

I move for Approval of a Bid Award for the Sunflower Park Lighting Project to Electrical Specialists, Inc., in the Amount of \$55,944.50.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

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☐ [Bid Tabulation](#)



Sunflower Park Lighting Project 13EN31 Bid Tabulation																				
Bid Item Number	Bid Item Description	Unit	Quantity	Engineer		Scott Brothers, Inc.			ProElectric, Inc.			Electrical Specialists, Inc.			Tucker Electric, Inc.			Electrofab, Inc.		
				Unit Price	Total	Unit Price	Calculated Total	Written Total	Unit Price	Calculated Total	Written Total	Unit Price	Calculated Total	Written Total	Unit Price	Calculated Total	Written Total	Unti Price	Calculated Total	Written Total
1020	Contract Pay Items																			
1020.01	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,330.00	\$ 5,330.00	\$ 5,330.00
1020.02	Contract Bonds	LS	1	\$ 1,200.00	\$ 1,200.00	N/A	#VALUE!		\$ -	\$ -	\$ -	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,238.00	\$ 1,238.00	\$ 1,238.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00
1020.03	Force Account	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
02220	Trench Excavation																			
02220.02	Underground Facility Locates	EA	1	\$ 100.00	\$ 100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 500.00
2220.03	Utility Line Crossing	EA	25	\$ 150.00	\$ 3,750.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 6,250.00	\$ 6,250.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 6,250.00	\$ 6,250.00	\$ 170.00	\$ 4,250.00	\$ 4,250.00
16000	Electrical																			
16000.0124	24" Deep Trenching	LF	3,550	\$ 2.50	\$ 8,875.00	\$ 5.00	\$ 17,750.00	\$ 17,750.00	\$ 3.75	\$ 13,312.50	\$ 13,312.50	\$ 2.55	\$ 9,052.50	\$ 9,052.50	\$ 1.48	\$ 5,254.00	\$ 5,254.00	\$ 1.60	\$ 5,680.00	\$ 5,680.00
16000.021	Install 1" Electrical Conduit	LF	3,550	\$ 0.50	\$ 1,775.00	\$ 1.50	\$ 5,325.00	\$ 5,225.00	\$ 0.25	\$ 887.50	\$ 887.50	\$ 0.61	\$ 2,165.50	\$ 2,165.50	\$ 2.84	\$ 10,082.00	\$ 10,082.00	\$ 1.35	\$ 4,792.50	\$ 4,792.50
16000.0310	Install 10/2 Electrical Conductor with Ground	LF	3425	\$ 0.40	\$ 1,370.00	\$ 1.50	\$ 5,137.50	\$ 5,137.50	\$ 0.30	\$ 1,027.50	\$ 1,027.50	\$ 2.10	\$ 7,192.50	\$ 7,192.50	\$ 0.95	\$ 3,253.75	\$ 3,253.75	\$ 1.50	\$ 5,137.50	\$ 5,137.50
16000.0410	Install 10/3 Electrical Conductor with Ground	LF	300	\$ 0.50	\$ 150.00	\$ 3.00	\$ 900.00	\$ 600.00	\$ 0.30	\$ 90.00	\$ 90.00	\$ 2.70	\$ 810.00	\$ 810.00	\$ 1.44	\$ 432.00	\$ 432.00	\$ 1.10	\$ 330.00	\$ 330.00
16000.33	Install 10/5 Electrical Conductor with Ground	LF	90	\$ 0.75	\$ 67.50	\$ 2.50	\$ 225.00	\$ 225.00	\$ 0.50	\$ 45.00	\$ 45.00	\$ 3.20	\$ 288.00	\$ 288.00	\$ 2.40	\$ 216.00	\$ 216.00	\$ 3.00	\$ 270.00	\$ 270.00
16000.10	Install Distribution Pedestal	EA	2	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 600.00	\$ 275.00	\$ 550.00	\$ 550.00	\$ 98.00	\$ 196.00	\$ 196.00	\$ 240.00	\$ 480.00	\$ 480.00	\$ 1,830.00	\$ 3,660.00	\$ 3,660.00
16000.17	Install Residential Luminaire	EA	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,030.00	\$ 1,030.00	\$ 1,030.00
16000.30	Install 1" Electrical Conduit Via Horizontal Directional Drilling	LF	260	\$ 12.00	\$ 3,120.00	\$ 14.00	\$ 3,640.00	\$ 3,640.00	\$ 14.00	\$ 3,640.00	\$ 3,640.00	\$ 16.00	\$ 4,160.00	\$ 4,160.00	\$ 20.00	\$ 5,200.00	\$ 5,200.00	\$ 35.80	\$ 9,308.00	\$ 9,308.00
16000.31	Install Decorative Luminaire	EA	26	\$ 300.00	\$ 7,800.00	\$ 400.00	\$ 10,400.00	\$ 10,400.00	\$ 452.00	\$ 11,752.00	\$ 11,752.00	\$ 125.00	\$ 3,250.00	\$ 3,250.00	\$ 600.00	\$ 15,600.00	\$ 15,600.00	\$ 421.50	\$ 10,959.00	\$ 10,959.00
16000.32	Install Meter Pedestal	EA	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 725.00	\$ 725.00	\$ 725.00
16000.34	Install Decorative Luminaire Foundation	EA	26	\$ 750.00	\$ 19,500.00	\$ 1,000.00	\$ 26,000.00	\$ 26,000.00	\$ 1,150.00	\$ 29,900.00	\$ 29,900.00	\$ 805.00	\$ 20,930.00	\$ 20,930.00	\$ 1,300.00	\$ 33,800.00	\$ 33,800.00	\$ 1,130.00	\$ 29,380.00	\$ 29,380.00
TOTAL OF BID				\$ 52,707.50		#VALUE!			\$ 80,127.50		\$ 73,254.50		\$ 55,944.50		\$ 87,185.75		\$ 87,185.75		\$ 84,987.00	