



CITY COUNCIL AGENDA
Council Chambers, 201 E. 5th Street
CITY OF GILLETTE
Tuesday, June 6, 2017
7:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. [Invocation Led by Father Tom Fiske of Holy Trinity Episcopal Church.](#)

Staff Reference:

2. [Pledge of Allegiance Led by Boy Scout Troop #166](#)

Staff Reference:

C. Approval of General Agenda.

D. Approval of Consent Agenda.

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

1. Minutes

- a. Executive Session - May 3, 2017**

Staff Reference:

- b. Executive Session - May 8, 2017**

Staff Reference:

- c. Executive Session - May 9, 2017**

Staff Reference:

- d. Pre-Meeting - May 16, 2017**

Staff Reference:

- e. Regular Meeting - May 16, 2017**

Staff Reference:

- f. Work Session - May 23, 2017**

Staff Reference:

- g. Work Session - May 30, 2017**

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Staff Reference:

2. Ordinance 3rd Reading - Consent

- a. An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 12, Block 4, Northside Addition, from R-2, Single and Two Family Residential District, to A, Agricultural District, Subject to all Planning Requirements.**

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

3. Ordinance 2nd Reading - Consent

4. Bills and Claims

- a. Bills and Claims**

Staff Reference: Tom Pitlick, Finance Director

5. Other - Consent

- a. Council Consideration of a Final Completion Agreement Between Record Steel and Construction, Inc., and the City of Gillette, Wyoming.**

Staff Reference: Michael Cole, Utilities Director; Patrick Davidson, City Attorney

E. Approval of Conflict Claims.

- 1. [Mayor Carter-King - \\$437.28](#)**

Staff Reference: Tom Pitlick, Finance Director

F. Comments.

- 1. Council**
2. Written
3. Public
4. Other - Comments

- 1. [Recognition of a Certificate and Award of Financial Reporting Achievement to the City of Gillette \(Council in Front of the Dais\).](#)**

Staff Reference:

- 2. [For the Good of the Community Video](#)**

Staff Reference: VIDEO - Geno Palazzari, Communications Manager

G. Unfinished Business.

- 1. Ordinance 2nd Reading.**
2. Ordinance 3rd Reading.

- a. An Ordinance to Amend Section 17-47 of the Gillette City Code, to Amend Water Rates for Water Measured by Meter, to Remove Tiered Water Rates.**

Staff Reference: Mike Cole, Utilities Director; Patrick Davidson, City Attorney

- b. An Ordinance to Amend Section 16-12 and 16-13 of the Gillette City Code, to Increase the Court Automation Fee for the City of Gillette Municipal Court Pursuant to Wyoming Statute.**

Staff Reference: Patrick Davidson, City Attorney

- 3. Other.**

H. New Business.

1. Minute Action.

- a. **Council Consideration of a Street Closure on July 12th and July 13th from 6:00 a.m. to 6:00 p.m. on S. Emerson Avenue Between 1st Street and 2nd Street for an Annual Tent Tool Sale, Requested by Record Supply.**
Staff Reference: **MAP** - Pamela L. Boger, Administrative Services Director
- b. **Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision to the Same.**
Staff Reference: Tom Pitlick, Finance Director; Patrick Davidson, City Attorney
- c. **Council Consideration of a Resolution to Establish the Use of Funds Received from the State of Wyoming Through the Wyoming Lottery Corporation to be Allocated for Use in Funding Outside Agencies.**
Staff Reference: Tom Pitlick, Finance Director; Patrick Davidson, City Attorney
- d. **Council Consideration of a Bid Award for the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project to Powder River Construction, Inc., in the Amount of \$1,336,346.25 (1% Project).**
Staff Reference: **MAP/VIDEO** - Dustin Hamilton, P.E. Development Services Director
- e. **Council Consideration of a Professional Services Agreement for Construction Management Associated with the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project with PCA Engineering, Inc., in the Amount of \$171,546.00 (1% Project).**
Staff Reference: Dustin Hamilton, P.E. Development Services Director
- f. **Council Consideration for the Acceptance of Development Improvements for the Pat's Offroad - 4" Waterline Project, Installed by West Construction, LLC, on Behalf of the Developer, Paul Knapp.**
Staff Reference: Dustin Hamilton, P.E., Development Services Director
- g. **Council Consideration of a Bid Award for the Gillette Madison Pipeline Project, Contract #8, to COP Wyoming, LLC, in the Amount of \$6,975,990.00.**
Staff Reference: **MAP** - Michael H. Cole, Utilities Director
- h. **Council Consideration for the Extension of Employment Contract Between the City of Gillette and J. Carter Napier Through June 22, 2017.**
Staff Reference: John Aguirre, Human Resources Director

2. Ordinance 1st Reading.

- a. **An Ordinance Amending Section 2-2(a) and 2-2(e) of the Gillette City Code to Establish the Assistant City Attorney as an Employee of the City Attorney and to Establish Duties of the Same.**
Staff Reference: Patrick Davidson, City Attorney

3. Appointments.

- a. **Appointment of City Attorney Patrick Davidson as Interim City Administrator Beginning June 7, 2017.**
Staff Reference: John Aguirre, Human Resources Director

I. Public Hearings and Considerations

- 1. **A Public Hearing to Consider the Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming.**

Staff Reference:Patrick Davidson, City Attorney

2. [Council Consideration of a Resolution to Authorize the Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming.](#)

Staff Reference:Pamela L. Boger, Administrative Services Director; Patrick Davidson, City Attorney

3. [A Public Hearing to Consider the Gillette City Budget for FY2017-2018.](#)

Staff Reference:Tom Pitlick, Finance Director

4. [An Ordinance Providing for the Annual Appropriation of Money for the Maintenance of the City of Gillette, Wyoming, for FY2017-2018.](#)

Staff Reference:Tom Pitlick, Finance Director

5. [A Public Hearing to Consider the Transfer of Ownership of Restaurant Liquor License RST-04 from GWT, Inc., to Peak Mountain, Inc., d.b.a. Great Wall Restaurant, Located at 2007 S Douglas Hwy, Unit B.](#)

Staff Reference:Pamela L. Boger, Administrative Services Director

6. [Council Consideration for the Transfer of Ownership of Restaurant Liquor License RST-04 from GWT, Inc., to Peak Mountain, Inc., d.b.a. Great Wall Restaurant, Located at 2007 S Douglas Hwy, Unit B.](#)

Staff Reference:Pamela L. Boger, Administrative Services Director

7. [A Public Hearing to Consider an Application for the Transfer of Ownership of Retail Liquor License RTL-19 from BGM Partners, LLC, d.b.a. Pat's Drive-Up Liquor, to Walmart Stores, Inc., d.b.a. Wal-Mart Supercenter, and Transfer of Location of said Retail Liquor License RTL-19 from 600 S Douglas Hwy to 2500 S Douglas Hwy.](#)

Staff Reference:Pamela L. Boger, Administrative Services Director

8. [Council Consideration for the Transfer of Ownership of Retail Liquor License RTL-19 from BGM Partners, LLC, d.b.a. Pat's Drive-Up Liquor, to Walmart Stores, Inc., d.b.a. Wal-Mart Supercenter, and the Transfer of Location of said Retail Liquor License RTL-19 from 600 S Douglas Hwy to 2500 S Douglas Hwy.](#)

Staff Reference:Pamela L. Boger, Administrative Services Director

9. [A Public Hearing to take Comment on an Ordinance to Recodify and Generally Revise Chapter 3 of the Gillette City Code to Revise Licensing and Regulation of Alcoholic Beverages.](#)

Staff Reference:Patrick Davidson, City Attorney

10. [An Ordinance to Recodify and Generally Revise Chapter 3 of the Gillette City Code to Revise the Licensing and Regulation of Alcoholic Beverages.](#)

Staff Reference:Patrick Davidson, City Attorney

J. Executive Session

K. Adjournment

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Kevin McGrath
Dan Barks

WARD 2

Billy Montgomery
Timothy Carsrud

WARD 3

Robin Kuntz
Shay Lundvall

www.gillettewy.gov





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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Invocation Led by Father Tom Fiske of Holy Trinity Episcopal Church.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Pledge of Allegiance Led by Boy Scout Troop #166

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Executive Session - May 3, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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|-----------------------------------|
| Click to download |
| No Attachments Available |



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CITY OF GILLETTE

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Executive Session - May 8, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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|-----------------------------------|
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DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Executive Session - May 9, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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|-----------------------------------|
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CITY OF GILLETTE

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DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Pre-Meeting - May 16, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Pre-Meeting - May 16, 2017](#)

A Pre-Meeting of the City Council was held on Tuesday the 16th day of May 2017.

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

Warm Up Items

Councilman Montgomery provided a report regarding the Impaired Driving Task Force meeting that he attended. He requested a Resolution to support the Draw the Line pilot program; Mayor Carter-King asked if Big Lost Meadery was in compliance. City Clerk Abelseth confirmed they were in compliance.

Winland Industrial Park Application to the Wyoming Business Council Discussion

Director Hamilton explained the application process and reported that the City's application will be submitted next week as there is a June 1st deadline.

Fire Department Fleet Funding Discussion

Corey Bryngelson approached the Council to request dollars from the vehicle replacement fund to replace Engines 9, 13, and 12, and a 2008 Chevy Tahoe. He explained that the engines would be replaced with tender pumper combos. He provided information regarding the age and hour usage for the vehicles. During the discussion, Council asked if the replacement of two (2) engines, rather than the replacement of three (3) engines, would be an option. Mr. Bryngelson stated that he would need to discuss this with the Chief, but he would not be opposed to that suggestion. Mayor Carter-King stated that the Council is not prepared to make a decision at this time regarding the request for funds to replace the vehicles. Mr. Bryngelson explained the capital funding request that includes extraction tools, thermal cameras, and concrete sealant. Mr. Napier reported that if Council is interested in funding the capital request, his recommendation would be to use capital dollars going into FY18, as a funding source. Mr. Bryngelson prioritized the capital requests as follows: the extrication tools as first priority, the thermal cameras as second priority, and the sealant as the last priority as he doesn't feel the sealant is necessary. Council inquired what the City's portion would be for the extrication tools and thermal cameras. Mr. Bryngelson stated that Council's portion would be approximately \$29,000. Administrator Napier stated that this dollar amount could be put into the FY18 budget. He then inquired if processes are in place to ensure better record keeping regarding the tools and vehicles. Mr. Bryngelson assured the group that better records will be kept regarding the tools and vehicles.

Overtime Parking Fines Discussion

Director Boger provided a power point presentation and background information regarding overtime parking fines. General discussion ensued. The Council was in agreement that parking fines need to be increased, but didn't agree with the proposed \$20. It was the consensus of the Council to increase parking fines to \$15, and additional \$5 fine for extended hours.

City Employees Volunteering for High School Finals Rodeo Discussion

Director Aguirre provided background information regarding the volunteering efforts of City employees in the past, and recommended the same for this year. He explained that employees volunteer personal time, and would be allowed up to four (4) hours of scheduled paid time upon their supervisor's approval. Council supported staff's recommendation.

Review May 16th Agenda

The group reviewed the upcoming agenda items.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:50 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: May 24, 2017

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Regular Meeting - May 16, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Regular Meeting - May 16, 2017](#)

A meeting of the City Council was held on Tuesday, the 16th day of May 2017. Councilman McGrath asked for a moment of silence in recognition of National Police Officer Week. Pastor Lon Sassman gave the Invocation and the National Anthem was performed by Anthony Campese of the Gillette College Energy City Voices.

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

Approval of General Agenda

Councilman Carsrud made a motion to approve the General Agenda; seconded by Councilman Montgomery. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes:

Executive Session, April 11, 2017; Executive Session, April 18, 2017; Pre-Meeting, May 2, 2017; Regular Meeting, May 2, 2017; Budget Work Shop #2, May 8, 2017; Budget Work Shop #3, May 9, 2017.

Ordinance 2nd Reading - Consent

ORDINANCE 17-14

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 12, BLOCK 4, NORTHSIDE ADDITION, FROM R-2, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT, TO A, AGRICULTURAL DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS.

Bills and Claims

City of Gillette - Petty Cash, 107.93; AT & T Mobility National Accounts, 4,788.60; Black Hills Energy, 10,845.17; Centurylink, 311.89; Centurylink, 2,830.27; Verizon Wireless, 1,390.52; Scott Bennett, 2,900.00; Dave Lueras, 65.00; Alco Mobile Storage, 110.00; Alsco, 1,253.03; American Welding & Gas Inc., 25.85; Andreanna Pierce, 50.00; Anixter Power Solutions, 1,211.16; Legend Communications Of Wyoming, 2,257.46; Big D Sanitation, 352.50; Black Cat Construction LLC, 8,753.53; Bomgaars Supply, 399.50; Border States Electric, 4,610.50; Campbell County Hospital District, 30.00; Campbell County Engineers, 1,946.70; Carquest Auto Parts, 255.92; Charter Media, 405.20; Collins Communications Inc., 4,591.00; Consolidated Engineers Inc., 13,452.30; Gillette Contractors Supply Inc., 11,395.06; Controlsoft Inc., 950.00; Crum Electric Supply Company, 150.00; Cummins Rocky Mountain Inc., 5,720.87; Dana Kepner Company Inc., 922.00; DOWL LLC, 4,672.50; DRM Inc., 29,171.70; Edge Construction Supply, 579.94; Energy Share Of Wyoming, 197.98; Fairmont Supply Company, 269.59; Farmer Brothers Company, 237.30; FedEx, 338.37; First Northern Bank of Wyoming, 3,241.30; Flagshooter LLC, 141.86; Frandson Safety Inc., 160.00; Sandy Friedman, 750.00; Craig Furman, 50.00; Gillette College, 83,750.00; Gillette Winnelson Company, 673.84; Great Western Park and Playground, 5,088.00; Hach Company, 1,214.79; HDR Inc. - US Engineering Accounts Receivable, 16,292.71; Hewlett Packard, 4,929.20; Homax Oil, 26,751.01; Honnen Equipment Company, 614.48; Hot Iron, 322,070.39; Hub International Mountain States Limited, 50.00; Inter-Mountain Labs Inc., 1,351.00; Jennifer Ivory, 100.00; Jack's Truck Center Inc., 1,042.55; JLC Sign Systems Inc., 572.40; John's Welding and Fabrication LLC, 400.00; Karen's Delivery Service, 20.00; Kone Inc., 14,814.41; Kriz-Davis Company, 633.70; Robin Kuntz, 14.98; Leticia Ramirez Jones, 40.00; Long Building Technologies, 3,880.00; Louise Carter-King, 23.73; MCM General Contractors, 79,809.63; Jason Marcus, 300.00; Jason Jump, 75.00; Levi Jensen, 84.99; Charles Nemec, 6.00; Jordan Rhodine, 217.00; Mike Roll, 112.50; Wal-Mart, 91.39; Alyshia Vigil, 20.00; Charity Rumpf, 50.33; Charles Andrews, 100.00; Crystal Ott, 100.00; Kathi Cates, 150.00; Menards, 39.49; Roger Boschee, 1,000.00; Year Round Brown, 50.00; 1st Class Realty, 86.91; Reiner, Terry, 313.86; Sudden Service Inc., 704.91; WCDA, 91.79; ANB Bank, 2,468.32; BLM Companies LLC, 184.01; Bondurant, Justin, 117.94; Boylan, Elizabeth & Brad, 174.60; Bunn, Chrissy, 38.11; Challenger Enterprise, 187.02; Cottonwood Apartments, 42.83; Decker, Julian, 176.25; Estell, Chandra, 97.04; Farris, Traci, 123.72; Faulkner, Darlene, 175.71; Feddersen, Maxine, 49.26; Garrett, Debra, 166.47; Gould, Daniel, 182.89; Green, Michael, 115.07; Hall, Buddy, 126.93; Harrell, Jenna & Kevin, 4.87; Hedlund, Melissa & Steven, 385.13; Hodges, Keyla, 89.90; Horton, Guy & Aletha, 92.47; Hunter, Malcolm, 187.51; Krum, Mark & Nida, 347.22; Kucera, Cynde, 48.62; Meyer, Matt, 10.03; Nehmer, Paul Jr, 13.06; Ranch Creek Prop Inc., 34.20; Ritchie, Joyce & Ernest, 25.19; Roesler, Vickie, 77.17; Scherr, Zoey, 125.08; Schuyler, Ric, 48.17; Stokes, Amy, 62.45; Thurman, Dalton, 13.28; White, Angie, 189.24; MOA Wyoming Inc., 5,861.49; Morrison Maierle Inc., 10,915.47;

Neve's Uniform Inc., 143.94; Newman Signs Inc., 585.00; News Record, 7,839.67; Norco Inc., 4,650.10; Norton Construction, 1,800.73; Paintbrush Sewer & Drain, 1,950.00; PCA Engineering Inc., 5,825.30; Pizza Carrello, 165.00; Postal Pros Southwest Inc., 4,107.93; Powder River Construction, 60.00; Powder River Heating & Conditioning Corporation, 217.77; Powder River Office Supply Inc., 60.62; ProElectric Inc., 8,576.50; Quality Utility Equipment Supply & Tools Inc., 610.01; Railroad Management Co LLC, 389.10; Razor City Locksmith LLC, 483.40; Record Supply Inc. Napa, 362.81; Schutz Foss Architects PC, 1,979.35; Selby's, 110.64; Signboss LLC, 122.79; Source Office Products, 5,840.84; Sulzer EMS Inc., 468.00; Sundance Equipment Company, 269.05; Jaime Reynolds, 166.25; Thar's Feed & Ranch Supply, 1,188.25; That Embroidery Place, 819.96; Buffalo Federal Bank, 35,785.60; Empty Sea, 262.32; Thomson West, 456.00; Tim Carsrud, 21.50; Titan Machinery Inc., 973.02; Transource Services Corp, 1,052.31; United Central Industrial Supply Co, 65.00; Universal Athletic Service, 124.00; Van Ewing Construction, 89,191.75; Verizon Wireless, 2,283.18; Visionary Communications, 969.14; Warne Chemical & Equipment Co, 1,040.00; Ferguson Enterprises, Inc. #1701, 115.20; Wesco Receivables Corp, 11,993.80; Western Stationers, 3,836.90; Wyoming Association Municipalities, 58.00; Wyoming Machinery Co, 525.79; Wyoming Marine, 17.52; Wyoming Secretary Of State, 30.00; Xerox Corporation, 418.14; Campbell County Coordinated Benefits Trust, 1,930.55; Campbell County Hospital District, 425.00; Blue Cross Blue Shield Of Wyoming, 73,617.04; Blue Cross Blue Shield Of Wyoming, 96,582.85; Express Scripts Inc., 36.08; Express Scripts Inc., 21,730.78; Express Scripts Inc., 35,034.60; Blue Cross Blue Shield Of Wyoming, 52,210.27

Councilman McGrath made a motion to approve the Consent Agenda; seconded by Councilman Barks. All voted aye. The motion carried.

Approval of Conflict Claims

Councilman Barks made a motion to approve a conflict claim for Councilman Carsrud in the amount of \$21.50; seconded by Councilman Kuntz. Montgomery, Barks, Lundvall, McGrath, Kuntz and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman Carsrud made a motion to approve a conflict claim for Mayor Carter-King in the amount of \$84.35; seconded by Councilman McGrath. Montgomery, Carsrud, Barks, Lundvall, McGrath and Kuntz voted aye. Mayor Carter-King abstained. The motion carried.

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

Comments Council – Councilman McGrath reported that this is National Police Officer Week and the names of the fallen police officers from Wyoming will be read during a ceremony at the Sheriff's office on May 17th, and the Jon Hardy Memorial held at City Hall on May 18th; Councilman Carsrud congratulated the Camel Golf Teams for their recent championship conferences that they attended.

Other – The Mayor and Council recognized the Campbell County High School DECA Champions; the Mayor proclaimed June 3, 2017 as *Wyoming Writers' Day*; the Mayor proclaimed the month of June 2017 as *National Safety Month*.

Unfinished Business

Ordinance 2nd Reading

ORDINANCE 17-12

AN ORDINANCE TO AMEND SECTION 17-47 OF THE GILLETTE CITY CODE, TO AMEND WATER RATES FOR WATER MEASURED BY METER, TO REMOVE TIERED WATER RATES

Councilman Barks made a motion to approve the foregoing Ordinance on second reading; seconded by Councilman Carsrud. All voted aye. The motion carried.

ORDINANCE 17-13

AN ORDINANCE TO AMEND SECTIONS 16-12 and 16-13 OF THE GILLETTE CITY CODE, TO INCREASE THE COURT AUTOMATION FEE FOR THE CITY OF GILLETTE MUNICIPAL COURT PURSUANT TO WYOMING STATUTE

Councilman McGrath made a motion to approve the foregoing Ordinance on second reading; seconded by Councilman Carsrud. All voted aye. The motion carried.

New Business – Minute Action

Councilman Barks made a motion to approve a carnival permit located at the Aquatic Center, beginning June 5th through June 12th, requested by North Star Amusements and American Legion Baseball; seconded by Councilman McGrath. All voted aye the motion carried.

RESOLUTION 2616

A RESOLUTION TO TRANSFER OPERATION, MAINTENANCE AND MANAGEMENT OF THE GILLETTE CITY POOL FROM THE DEPARTMENT OF PUBLIC WORKS TO THE UTILITIES DEPARTMENT AND THE WATER SERVICES DIVISION

Councilman Carsrud made a motion to approve the foregoing Resolution; seconded by Councilman Kuntz. Administrator Napier provided a brief explanation regarding the consideration. All voted aye. The motion carried.

Councilman Carsrud made a motion to approve Amendment No. 7 for the project agreement for the Gillette Madison Pipeline Project to extend the project completion date to July 1, 2020, with the State of Wyoming Water Development Commission (WWDC); seconded by Councilman Barks. Administrator Napier provided a brief explanation regarding the consideration. All voted aye. The motion carried.

Appointments

Councilman Barks made a motion to appoint Dan Bridges to the Consolidated Wyoming Municipalities Electric Power System Joint Powers Board for the balance of the term currently held by Kendall Glover; seconded by Councilman Kuntz. All voted aye. The motion carried.

Councilman Barks made a motion to appoint Heath VonEye, P.E., City Engineer, to the Gillette Area Urban Systems Advisory Committee; seconded by Councilman McGrath. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Carter-King opened into a public hearing to consider an application submitted by Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, Located at 106 S Gillette Avenue, for the issuance of Retail Liquor License RTL-27 or RTL-10. Bob Hewitt-Gaffney, co-owner, spoke to the Council and thanked them for their consideration. The public hearing was closed.

Councilman Carsrud made a motion to approve the issuance of Retail Liquor License RTL-27 or RTL-10 to Big Lost Meadery, LLC, d.b.a. Big Lost Meadery, located at 106 S Gillette Avenue; seconded by Councilman Montgomery. Montgomery and Mayor Carter-King voting aye. Carsrud, Barks, Lundvall, McGrath, and Kuntz voting nay. The motion was defeated.

Mayor Carter-King opened into a public hearing to consider an application submitted by Pizza Carrello, LLC, d.b.a. Pizza Carrello, located at 601 S Douglas Hwy. Rachel Kalenberg and Ariane Jimison, owners, spoke to the Council and thanked them for their consideration. The public hearing was closed.

Councilman McGrath made a motion to approve the issuance of Retail Liquor License RTL-27 to Pizza Carrello, LLC, d.b.a. Pizza Carrello, located at 601 S Douglas Hwy; seconded by Councilman Carsrud. All voted aye. The motion carried.

Mayor Carter-King opened into a public hearing to consider an application submitted by Farmers Cooperative Association of Gillette, Wyoming, d.b.a. Travel Plaza, located at 2063 S Garner Lake Road for the issuance of Retail Liquor License RTL-10. Jamie Tarver, representative, spoke to the Council and thanked them for their consideration. The public hearing was closed.

Councilman Barks made a motion to approve the issuance of Retail Liquor License RTL-10 to Farmers Cooperative Association of Gillette, Wyoming, d.b.a. Travel Plaza, located at 2063 S Garner Lake Road; seconded by Councilman McGrath. Carsrud, Barks, Lundvall, McGrath, Kuntz and Mayor Carter-King voted aye. Montgomery voted nay. The motion carried.

Mayor Carter-King opened into a public hearing related to the submission of application to the Wyoming Business council under the Business Ready Community Grant and Loan Program for a Community Readiness Project on behalf of the Governing Body of the City of Gillette, Wyoming, for the purpose of the Winland Industrial Park Improvements Project. Director Hamilton provided an explanation regarding the consideration. The public hearing was closed.

RESOLUTION 2617

A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR A COMMUNITY READINESS PROJECT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING

Councilman McGrath made a motion to approve the foregoing Resolution; seconded by Councilman Kuntz. All voted aye. The motion carried.

Adjournment

There being no further business, the meeting was adjourned at 7:56 p.m. The next scheduled meeting will be held on June 6, 2017, Council Chambers, City Hall. This meeting can be viewed in its entirety at <http://www.gillettewy.gov/CityCouncilVideos.html>. Minutes can be viewed at <http://www.gillettewy.gov/CityCouncilMinutes.html>.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publication Date: May 24, 2017

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Work Session - May 23, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Work Session - May 23, 2017](#)

A Work Session Meeting of the City Council was held on Tuesday the 23rd day of May 2017.

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

Warm Up Items

Councilman McGrath thanked staff for fixing the pothole in the road at Fox Park; Councilman Montgomery reported calls that he had received regarding leased parking in Lot F, and specifically, the signage specifying times. Administrator Napier reported that the company came forward to notify the City that they would no longer be holding leased parking in Lot F. Those spaces have been leased to others and, therefore, the signage was placed to reflect the leased parking times.

Crestview Annexation Discussion

Board Members Allen Heinrich and Anna Marie Nebel brought forth ideas they had in the event of annexation. Mr. Heinrich stated that he has been informed that the City would waive the water and sewer tap fees, pay for the sewer connection and water meter upgrades, if needed. He noted that what Crestview brings to the City, is good streets, sewer and water system. He then stated that the residents of Crestview want to keep their own water system; however, the Board sees issues with that. The Board would like to keep the water system but turn the system over to the City, allowing the City to run the water system and charge for usage until it is not feasible to do it any longer. He then stated that another concern is that the sewer lagoon will need to be re-claimed. He understands that the City is not interested in re-claiming the lagoon, but it would be a large expense for them to re-claim the lagoon. The Crestview Board doesn't feel as if they should have to "foot" that entire bill; if the City is interested in annexing Crestview, then the City should assist with re-claiming the lagoon. He added that the Board could take care of the rehabilitation of the lagoon and the City could commit a certain dollar amount, up to a point, to assist with the costs associated with the rehabilitation. They're in the process of finding out how much that cost would be, so the Board does not have a dollar amount to report at this time. Anna Marie Nebel stated that the Board is aware of concerns regarding EPA standards and wants to be prepared in the event that annexation occurs. In order to be prepared, these concerns need to be addressed for the residents of Crestview. She went on to say there are strong opinions that Crestview does not want to be annexed at this time. Councilman Barks stated that the downfall for Crestview, if you are not annexed at this time, is that when your water and sewer systems fail, then the City's offer to pay for the water and sewer taps are off the table and Crestview residents will be responsible for those expenses. That's the risk the Crestview Homeowners are taking. Mr. Heinrich responded that some of the homeowners are thinking about that, and do understand the concern. Mayor Carter-King asked how many "no" responses have been received. Administrator Napier replied that the majority are not in favor of annexing; he believes that there are 76 responses that are not in favor of annexation and 22 responses that are in favor of annexation. At this point he would say that Crestview is opting out of being annexed into the City. Discussion of the cost associated with reclaiming the lagoon took place. Mr. Heinrich stated that Duane Foss is looking into this cost. Mr. Napier added that to connect to City sewer would be approximately \$100,000; the lagoon system, at this point in time, is permitted, and the opportunity to connect onto City sewer is a minimal impact. Mayor Carter-King stated, with 76 responses not in favor, Crestview has made their preference known. Further discussion regarding the water system took place. Mr. Heinrich offered one more idea. Behind the lagoon there is a piece of land, where the County currently has a park. There is a greenway that he would like to offer as a donation, after the lagoon is re-claimed, to expand the park.

Snow Debrief

Director Wilde provided information regarding snow plowing efforts during the past season, and is requesting Council's direction for the upcoming FY18 snow plowing efforts, and specifically the materials used. After the presentation and discussion, it was the consensus of the Council to continue with the 50/50 mix of scoria and ice slice materials.

2nd Street from 4 Lanes to 3 Lanes (Brooks to 4-J) Discussion

Director Hamilton provided information regarding the proposed "road diet" regarding 2nd Street between Brooks Avenue and 4-J Road. Information on 4-lane safety concerns, conflict point comparisons, and safety and operational benefits of road diets were provided. The proposal would begin at Stocktrail, transitioning to a 3-lane roadway, east through downtown to Brooks Avenue and because of the proximity, the transition would need to continue east of Hwy 59. This will reduce the dual left turn lane at Hwy 59 and 2nd Street to a single left turn lane. The signal timing has been looked at, targeting Brooks and 2nd Street to ensure this intersection operates properly. Temporary tape would be used to conduct the test rather than candles and cones, and the test would be conducted for three (3) weeks. There is a cost

associated with this test of approximately, \$30,000 to \$40,000. Mr. Hamilton reported that, in working with WYDOT Planning, and with the support of the WYDOT District Engineer, there may be WYDOT Planning funds available, which would reduce the City's cost. Several downtown merchants spoke to the Council in favor of the proposed reduction in lanes. After the discussion, it was the consensus of the Council to move forward with the test.

Liquor Law Follow-Up Discussion

Attorney Davidson provided a power point presentation regarding the proposed changes to Chapter 3 of Gillette City Code. Highlights of the presentation included the challenge of balancing the issues with the various businesses that hold a retail liquor license, staff's recommendations for updated fees, and security interest in liquor licenses. Discussion ensued. Council had concerns regarding the affect the proposed language would have on package liquor stores next to grocery stores. After some discussion, staff informed the Council a revision to the language could be made. Discussion ensued regarding an increase to liquor license fees, and the additional fee for a drive-up window. After the discussion, it was the consensus of the Council to decrease the proposed fee amount for Bar & Grill Licenses to \$3,000 rather than staff's recommendation of \$5,000, and it was the consensus of Council to go with staff's recommendation of the \$500 additional charge for a drive-up window. Attorney Davidson explained the pros and cons of using a retail liquor license as a security interest. Discussion ensued regarding the practice of pledging a retail liquor license as collateral. John Cosner explained the financial banking aspect of using a retail liquor license as collateral. He expressed his concern towards the language regarding security interest in liquor licenses, and he feels it is the City's responsibility to inform the banks and lending institutions of this proposed language. Attorney Davidson responded with two lines of thought: 1) fundamentally, there are no other licenses issued by the State or a municipality that can be used as a means for borrowing money; and 2) it is the responsibility of the licensee (borrower) to notify the lender regarding changes to the agreement. It is not the City's responsibility to notify the lender. Council asked Mr. Cosner, if a bank holds a liquor license as collateral and that liquor establishment goes under, is it the bank's understanding that the bank then owns the liquor license. Mr. Cosner doesn't believe this is a bank's understanding, but there is an established value tied to that liquor license. His hope would be that there would be a timely sale to the next buyer. Council asked, even knowing that the City still has to approve the transfer of that license? Mr. Cosner stated that's exactly right. Mr. Davidson informed the Council that the first reading of this Ordinance will be June 6th with additional readings on June 13th and June 20th in order for Chapter 3 of Gillette City Code to be in place by July 1, 2017.

Amendment to Section 2-2(a) and (e) to Establish Management of the Assistant City Attorney

Attorney Davidson provided a brief explanation regarding the amendment.

Drive and Drop Debrief

Director Wilde provided a debrief regarding the recent Drive and Drop event. Due to the high volume of participants, actual tipping fee costs totaled \$7,973.60. The County Commissioners waived \$3,000 and therefore, there is balance of \$4,973.60. Discussion ensued regarding where the additional funds would come from. A suggestion was to use 1% funds.

Fire Department Fleet Discussion

Fleet Manager Byrd provided background information regarding the Fire Department's request to replace 3 engines and inquired of Council's intentions regarding the same. Discussion ensued regarding the replacement of the engines. After the discussion, it was the consensus of the Council to approve the purchase of two (2) engines.

Review June 6th Council Agenda

The group discussed the upcoming agenda items.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 9:10 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: May 31, 2017

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Work Session - May 30, 2017

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Work Session - May 30, 2017](#)

A Work Session Meeting of the City Council was held on Tuesday the 30th day of May 2017.

Present were Councilmen Barks, Carsrud, Kuntz, Lundvall, McGrath, Montgomery, and Mayor Carter-King; Attorney Davidson; and City Clerk Abelseth.

Executive Session

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

Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:00 p.m.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk
Publish date: June 7, 2017

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 12, Block 4, Northside Addition, from R-2, Single and Two Family Residential District, to A, Agricultural District, Subject to all Planning Requirements.

BACKGROUND:

Ordinance 1st Reading: 7/0

Ordinance 2nd Reading: 7/0

Lot 12, Block 4 of the Northside Addition is located at the east end of Lincoln Street just east of Brooks Avenue, south of Laramie Street, and north of the railroad. This lot is adjacent to other property owned by Mr. Bundy. Mr. Bundy wishes to rezone the lot so the zoning is contiguous with the other property he owns to the east, which are also zoned A, Agricultural. The lot was originally established in 1920, and has never been developed. The lot is neighbored by the R-2, Single & Two Family Residential District to the north and west as well as the M-H, Mobile Home District to the south. The current zoning district of R-2, Single & Two Family Residential District allows for single family dwelling units, two-family dwelling units, as well as other community support uses like a church, library, or park. The A, Agricultural District allows for general agricultural uses such as farming, ranching, etc., as well as some community support uses like a church, park, or a stand for the sale of agricultural products or commodities raised on the premises but does not allow for any residential uses except only as an accessory use for owners or persons employed on the premises and their immediate families. The Land Use Plan envisions this area as a mixture of Multifamily Residential and Industrial. This proposed rezone conflicts with the future Land Use Plan for this area.

Pursuant to Section 12 of the City of Gillette's Zoning Ordinance, a Zoning Map Amendment shall not be approved except to:

1. Correct an obvious error or oversight in the regulations; or
2. Recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, and general welfare.

The proposal to rezone Lot 12, Block 4, of the Northside Addition does not meet either of the previously mentioned criteria as there is no error to correct, and the area is becoming more urbanized and less agricultural. Additionally, the minimum zoning district size for an Agricultural District is 20 acres. The

current existing Agricultural zoning district adjacent to the area proposed to be rezoned is 3.66 acres; with the addition of Lot 12, Block 4, Northside Addition the increase would be .55 acres for a total of 4.21 acres which does not meet the minimum zoning district size for the Agricultural zoning district.

The Planning Commission approved the rezoning request with a 5/0 vote on April 25, 2017. The landowner has since met with City staff and has agreed to replat the property and submit a subsequent re-zoning request to clean up the land record for the property, should the Council support the positive recommendation from the Planning Commission to rezone from R-2, Single and Two Family Residential District, to A, Agricultural District.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move to Approve an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 12, Block 4, Northside Addition, from R-2, Single and Two Family Residential District, to A, Agricultural District. Subject to All Planning Requirements on Third and Final Reading.

STAFF REFERENCE:

Dustin Hamilton, P.E., Development Services Director

ATTACHMENTS:

| |
|--|
| Click to download |
| <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Planning Requirements |
| <input type="checkbox"/> Map |
| <input type="checkbox"/> Photos |
| <input type="checkbox"/> Exhibit |
| <input type="checkbox"/> Ordinance |

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
April 25, 2017 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Vice-Chair Jennifer Thomas, Todd Mattson, Cindy Reardon, and Jim Nielsen.

Commission Members Absent: Brenda Green

Staff Present: Mike Cole, Planning Manager, Natalie Buchwald, Planner, and Jill McCarty, Administrative Assistant.

CALL TO ORDER

Chairman Sanders called the meeting to order at 7:02 p.m.

APPROVAL OF THE MINUTES

A motion was made by Jim Nielsen and seconded by Jennifer Thomas to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of April 11, 2017. Motion carried 5/0.

17.014Z-ZONING MAP AMENDMENT-Lot 12, Block 4, Northside Addition

Natalie Buchwald presented Case No. 17.014Z

The owner is seeking approval to rezone Lot 12, Block 4, of the Northside Addition from R-2, Single & Two Family Residential District to A, Agricultural District.

David Bundy, the owner, wishes to rezone the lot so the zoning is contiguous with the other property he owns to the east, which are also zoned A, Agricultural. The lot was originally established in 1920, and has never been developed. The Land Use Plan envisions this area as a mixture of Multifamily Residential and Industrial. This proposed rezone conflicts with the future Land Use Plan for this area.

Staff recommends denial of this Zoning Map Amendment to rezone Lot 12, Block 4, of the Northside Addition from R-2, Single & Two Family Residential District to A, Agricultural District because the proposed rezone conflicts with the future Land Use Plan for this area, and because the proposed rezone does not meet the minimum zoning district size for the Agricultural zoning district. However, there is another option staff recommends the owner consider. The applicant can prepare and submit a Minor Subdivision Final Plat to consolidate the property being proposed for a rezone along with other, adjacent property in common ownership into a single lot. To coincide with the subdivision plat, request a Zoning Map Amendment to adjust the zoning for the entire consolidated lot to either R-2, Single & Two Family Residential District, or R-4, Multi Family Residential District. Both districts allow for residences as permitted uses as well as accessory uses that support the permitted use like a shop, pole barn or detached garage. Natalie said no phone calls or emails were received by City staff regarding the case.

Chairman Sanders asked if there were any questions from the commission or the public on this case. Richard Doyle, agent for the case, was present and said he was not informed beforehand by staff of the recommendation for denial of the rezoning. He said the owner had started to build a separate building, when he was told by the City he needed a different zoning for the building. He felt this was the direction they were given by staff.

Mike Cole said the issues with the rezoning are both the size of the lots, as well as the comprehensive land use plan does not call for continued agricultural use in the area. Richard Doyle said the size of the lots would be close to what was necessary, and the homestead existed a long time before the comprehensive plan. Chairman Sanders asked if the goal could be reached with a minor subdivision. Richard Doyle said more time would be needed to complete a different application for review by the Planning Commission and City Council.

David Bundy, owner of the property, was present and stated he was surprised by the recommendation for denial, and was told the rezoning would be the easiest way to complete the building being built on his property. David Bundy said he was concerned if the property with the residence was changed from being zoned Agricultural, then he would no longer be able to keep horses on the property, which he does for 5 to 6 months throughout the year.

Mike Cole said if the zoning were approved as Agricultural District, it was not known if a building permit could be issued without consolidating the lots. Mike said considering horses were being kept on the property it might work to zone the proposed lot as agricultural, and also have a minor subdivision plat applied for to consolidate Lot 12 and Tract A3. However, Mike did indicate that a building permit for an accessory structure that did not support the permitted use for either the existing R-2 zoning district or proposed Ag zoning district will be difficult to approve. For an accessory structure in the R-2 zoning district, a residential use on the existing lot first needs to be established. Likewise, for an accessory structure in the Ag zoning district, an agriculture use needs to be first established as well. Consolidation of the vacant lot with the existing lot with the house through a minor final subdivision plat would support a permit for an accessory structure with the residential use already established.

Jim Nielsen made a motion to approve said case. Cindy Reardon seconded the motion. Motion carried 5/0.

NEW BUSINESS

Planning Manager Mike Cole said there would be one new case at the next Planning Commission on May 9, 2017.

ADJOURNMENT

The meeting adjourned at 8:24 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Assistant.

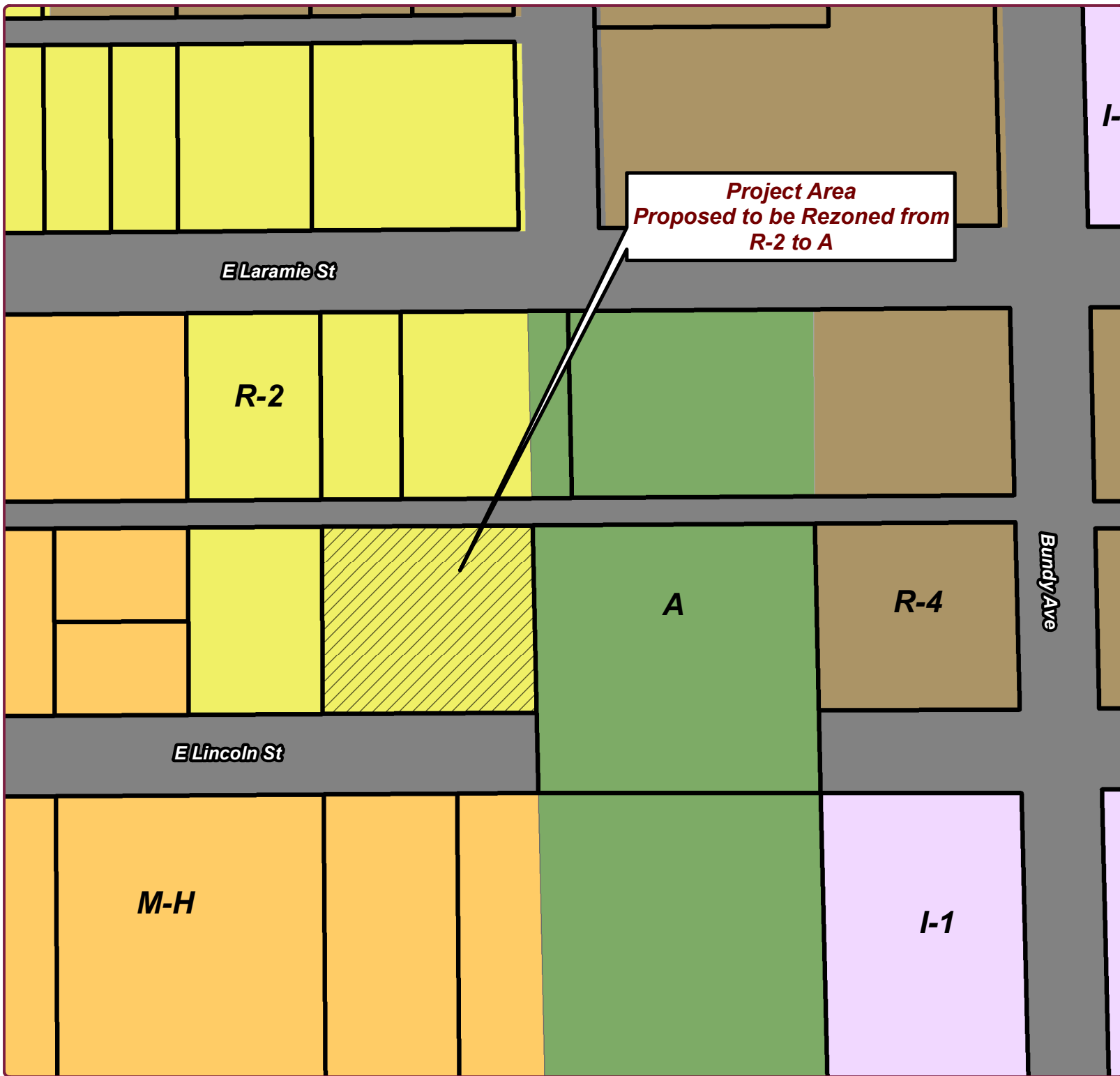
Planning Requirements

17.014Z

Zoning Map Amendment -Lot 12, Block 4, Northside Addition

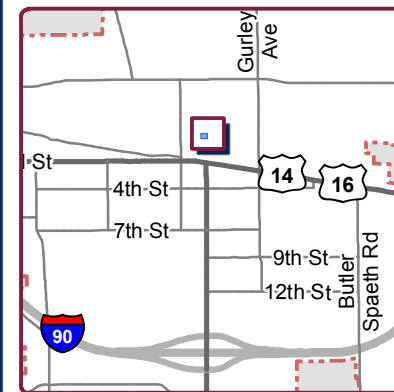
The Planning Requirements are as follows:

1. The zoning will not take effect until the subdivision plat has been Recorded.



CITY OF GILLETTE

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



Legend

- Project Area
- Existing Parcels
- City Zoning Districts**
- A, Agricultural
- I-1, Light Industrial
- M-H, Mobile Home
- R-2, Single & Two-Family Residential
- R-4, Multiple-Family Residential

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.



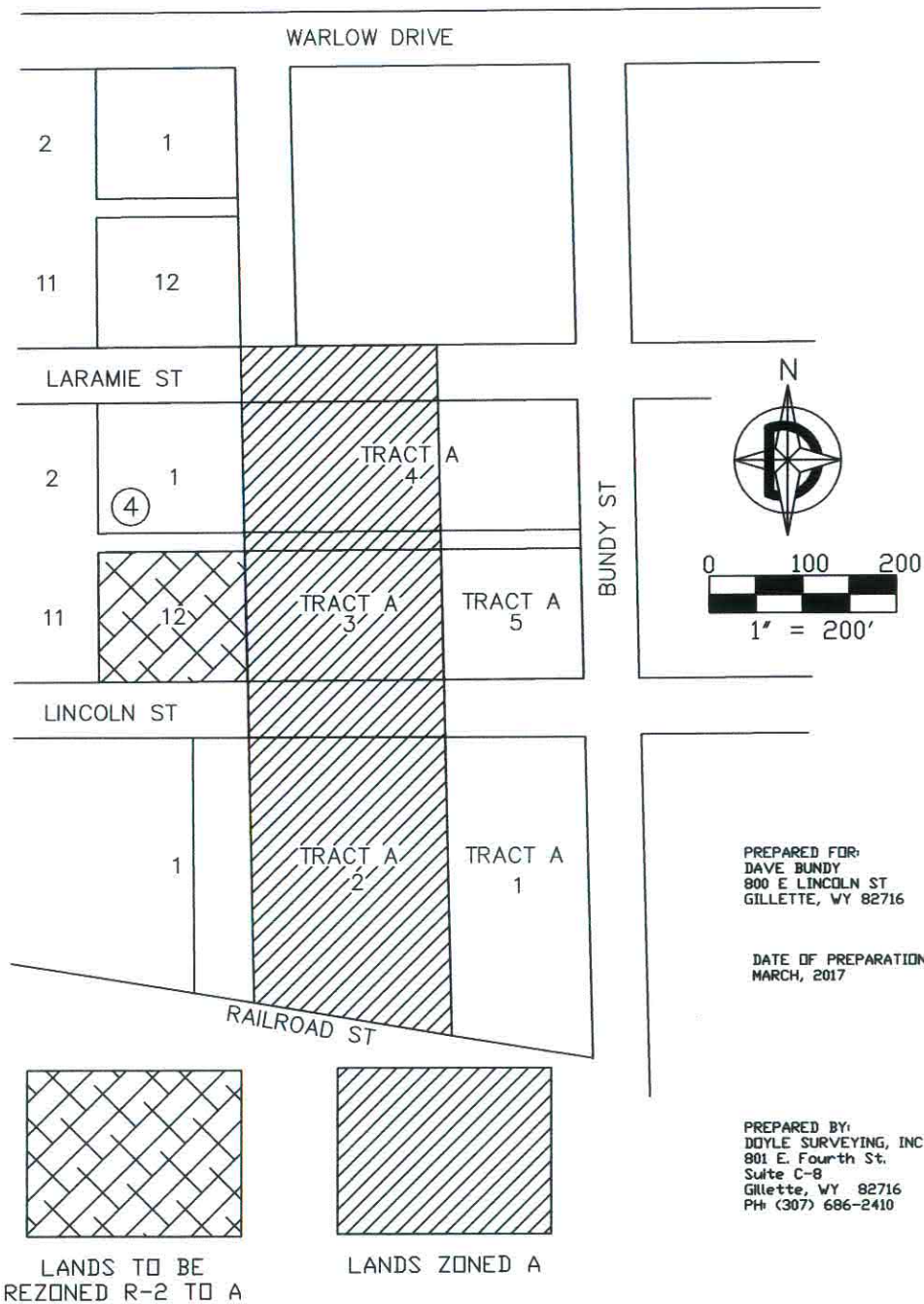
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0 50 100
Feet

17.014Z Zoning Map Amendment - Lot 12, Block 4 Northside Addition

April 04, 2017
Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication Enthusiasm







ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP
OF THE CITY OF GILLETTE, WYOMING,
FOR LOT 12, BLOCK 4, NORTHSIDE ADDITION,
FROM R-2, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT,
TO A, AGRICULTURAL DISTRICT
SUBJECT TO ALL PLANNING REQUIREMENTS

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

Section 1. Legal Description

LOT 12, BLOCK 4, NORTHSIDE ADDITION
SAID PARCELS CONTAIN 0.55 ACRES, MORE OR LESS

Section 2. Zoning Amendment

The Zoning of property legally described as Lot 12, Block 4, Northside Addition is hereby amended from R-2, Single and Two Family Residential District to A, Agricultural District per the attached Exhibit “A” Map.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publication Date:

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 6/6/2017 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 |
| <input type="checkbox"/> Bills and Claims |
| <input type="checkbox"/> Bills and Claims - Prepays |
| <input type="checkbox"/> Wire Transfers |
| <input type="checkbox"/> UMB-Bank |

Expenditure Approval Report
Check Approval Date of 06/06/2017



| Invoice Number | | Invoice Description | Amount |
|----------------------------------|-------|--|-----------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1447-ANIXTER POWER SOLUTIONS | | | |
| | 63820 | ELECTRICAL INVENTORY | 386.64 |
| | | VENDOR TOTAL: | 386.64 |
| 1101-B & H PHOTO VIDEO PRO-AUDIO | | | |
| | 63823 | OS INVENTORY | 32.85 |
| | | VENDOR TOTAL: | 32.85 |
| 99999-MISC RESTITUTIONS | | | |
| | 63703 | RESTITUTION PAYMENT FROM RICHARD COX | 40.00 |
| | 63704 | RESTITUTION PAYMENT FROM KATHERINE KENT | 100.00 |
| | 63705 | RESTITUTION PAYMENT FROM DAVID CARLSON | 50.00 |
| | 63706 | RESTITUTION PAYMENT FROM CHARLES JENNINGS | 25.00 |
| | 63707 | RESTITUTION PAYMENT FROM CHARLES JENNINGS | 25.00 |
| | 63708 | RESTITUTION PAYMENT FROM JAMIESON SCARFF | 380.00 |
| | 63709 | RESTITUTION PAYMENT FROM JAMES CARR | 7.49 |
| | 63710 | RESTITUTION PAYMENT FROM REBECCA EDWARDS | 100.00 |
| | 63711 | RESTITUTION PAYMENT FROM CAMERON LAZARUS | 100.00 |
| | 63712 | RESTITUTION PAYMENT FROM CAMERON LAZARUS | 150.00 |
| | 63713 | RESTITUTION PAYMENT FROM DALTON MCKINSEY - FINAL | 697.88 |
| | 63714 | RESTITUTION PAYMENT FROM JESSEE MONCADA | 41.66 |
| | 63715 | RESTITUTION PAYMENT FROM JESSE MONCADA | 41.67 |
| | 63716 | RESTITUTION PAYMENT FROM JESS MONCADA | 41.67 |
| | 63717 | RESTITUTION PAYMENT FROM ISRAEL UGALDE | 100.00 |
| | 63718 | RESTITUTION PAYMENT FROM JESSICA SARGENT | 100.00 |
| | 63719 | RESTITUTION PAYMENT FROM HANNAH FIESTER | 100.00 |
| | 63720 | RESTITUTION PAYMENT FROM ZAKKERY HIGGINBOTHAM | 50.00 |
| | 63721 | RESTITUTION PAYMENT FROM MICHAEL SHREEVE | 50.00 |
| | 63722 | RESTITUTION PAYMENT FROM MICHAEL HASKINS | 10.00 |
| | 63723 | RESTITUTION PAYMENT FROM KALEB MCCLINTOCK | 199.00 |
| | | VENDOR TOTAL: | 2,409.37 |

Expenditure Approval Report
Check Approval Date of 06/06/2017



| | Invoice Number | Invoice Description | Amount |
|-----------------------------|----------------|--------------------------|-----------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1511-NORCO INC | | | |
| | 63854 | CUSTODIAL SUPPLIES | 389.09 |
| | 63855 | CUSTODIAL SUPPLIES | 81.40 |
| | 63856 | CUSTODIAL INVENTORY | 144.00 |
| | 63859 | CUSTODIAL SUPPLIES | 120.04 |
| | 63860 | CUSTODIAL SUPPLIES | 42.12 |
| | 63861 | CUSTODIAL SUPPLIES | 84.24 |
| | 63862 | CUSTODIAL SUPPLIES | 42.12 |
| | 63863 | CUSTODIAL SUPPLIES | 339.52 |
| | | VENDOR TOTAL: | 1,242.53 |
| 2066-SOURCE OFFICE PRODUCTS | | | |
| | 63864 | OS INVENTORY | 1,373.34 |
| | | VENDOR TOTAL: | 1,373.34 |
| | | DIVISION TOTAL: | 5,444.73 |
| | | DEPARTMENT TOTAL: | 5,444.73 |

Expenditure Approval Report
Check Approval Date of 06/06/2017



| Invoice Number | | Invoice Description | Amount |
|----------------------------------|-------|------------------------------------|-----------------|
| 001-GENERAL FUND | | | |
| 10-ADMINISTRATION | | | |
| 01-MAYOR & COUNCIL | | | |
| 1937-GILLETTE ENERGY ROTARY CLUB | | | |
| | 63503 | QUARTERLY DUES/CAJUN NIGHT TICKETS | 91.50 |
| | | VENDOR TOTAL: | 91.50 |
| 1748-THAT EMBROIDERY PLACE | | | |
| | 63447 | BABY BLANKETS | 35.00 |
| | 63570 | BABY BLANKET | 35.00 |
| | | VENDOR TOTAL: | 70.00 |
| | | DIVISION TOTAL: | 161.50 |
| 02-ADMINISTRATION | | | |
| 1554-DEBRA SEMPLE | | | |
| | 63526 | DRIVE AND DROP ADVERTISING | 410.00 |
| | 63527 | DRIVE AND DROP ADVERTISING | 602.00 |
| | 63528 | TRASH A THON ADVERTISING | 180.00 |
| | 63529 | TRASH A THON ADVERTISING | 322.00 |
| | | VENDOR TOTAL: | 1,514.00 |
| | | DIVISION TOTAL: | 1,514.00 |
| 04-SPECIAL PROJECTS | | | |
| 2305-CCSD WESTWOOD SIGN SHOP | | | |
| | 63446 | NAME TAGS FOR WAM CONVENTION | 48.00 |
| | | VENDOR TOTAL: | 48.00 |
| | | DIVISION TOTAL: | 48.00 |
| | | DEPARTMENT TOTAL: | 1,723.50 |

Expenditure Approval Report
Check Approval Date of 06/06/2017



| Invoice Number | Invoice Description | Amount |
|--|--|-----------------|
| 001-GENERAL FUND | | |
| 20-HUMAN RESOURCES | | |
| 20-HUMAN RESOURCES | | |
| 1349-CAMPBELL COUNTY HOSPITAL DISTRICT | | |
| 63760 | Pre-Work Screens | 1,650.00 |
| 63768 | RETURN TO WORK SCREENS | 231.50 |
| 63769 | RETURN TO WORK SCREENS | 231.50 |
| | VENDOR TOTAL: | 2,113.00 |
| 1753-EMPLOYMENT TESTING SERVICES INC | | |
| 63439 | POST ACCIDENT/PRE-EMPLOYMENT ALCOHOL & DRUG TEST | 379.00 |
| 63492 | PRE-EMPLOYMENT ALCOHOL AND DRUG TEST | 152.00 |
| 63648 | POST ACCIDENT & PRE-EMPLOYMENT TESTING | 288.00 |
| | VENDOR TOTAL: | 819.00 |
| 1315-MOUNTAIN STATES EMPLOYERS COUNCIL INC | | |
| 63468 | REG D WASSON - EMPLOYMENT LAW CONFERENCE | 199.00 |
| | VENDOR TOTAL: | 199.00 |
| 2013-PINKERTON CONSULTING & INVESTIGATION | | |
| 63773 | NEW HIRE CANDIDATE BACKGROUND | 546.15 |
| | VENDOR TOTAL: | 546.15 |
| | DIVISION TOTAL: | 3,677.15 |
| 21-SAFETY | | |
| 5555-MISC EMPLOYEE VENDOR | | |
| 63606 | TRAVEL REIMBURSEMENT | 84.26 |
| | VENDOR TOTAL: | 84.26 |
| | DIVISION TOTAL: | 84.26 |
| | DEPARTMENT TOTAL: | 3,761.41 |

Expenditure Approval Report

Check Approval Date of 06/06/2017



| | Invoice Number | Invoice Description | Amount |
|--|----------------|--|-----------------|
| 001-GENERAL FUND | | | |
| 25-FINANCE | | | |
| 26-CUSTOMER SERVICE | | | |
| 1395-COLLECTION PROFESSIONALS GILLETTE | | | |
| | 63444 | APRIL 2017 COLLECTIONS | 493.25 |
| | | VENDOR TOTAL: | 493.25 |
| 2754-GOVOLUTION, LLC | | | |
| | 63514 | PAIRL 2017 CREDIT CARD FEES | 1,136.00 |
| | | VENDOR TOTAL: | 1,136.00 |
| 1898-ONLINE UTILITY EXCHANGE | | | |
| | 63569 | UTILITY EXCHANGE REPORT | 246.00 |
| | | VENDOR TOTAL: | 246.00 |
| 3369-POSTAL PROS SOUTHWEST INC | | | |
| | 63513 | PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS | 1,123.55 |
| | | VENDOR TOTAL: | 1,123.55 |
| 2400-WYOMING WATER SOLUTIONS | | | |
| | 63448 | HOT/COLD COOLER RENT | 55.00 |
| | | VENDOR TOTAL: | 55.00 |
| | | DIVISION TOTAL: | 3,053.80 |
| 27-PURCHASING | | | |
| 1086-AT & T MOBILITY NATIONAL ACCOUNTS | | | |
| | 63436 | CELL PHONE CHARGES | 3,190.30 |
| | | VENDOR TOTAL: | 3,190.30 |
| 1358-CENTURYLINK | | | |
| | 63418 | PHONE CHARGES | 2,151.01 |
| | 63629 | PHONE CHARGES | 178.79 |
| | | VENDOR TOTAL: | 2,329.80 |
| 2222-VERIZON WIRELESS | | | |
| | 63631 | AVL CHARGES | 1,015.02 |
| | | VENDOR TOTAL: | 1,015.02 |
| | | DIVISION TOTAL: | 6,535.12 |
| | | DEPARTMENT TOTAL: | 9,588.92 |

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|-----------------------------------|------------------------------------|-----------------|
| 001-GENERAL FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 2349-TRUGREEN CHEMLAWN | | |
| 63407 | FERTILIZE LAWN AT 25 AMERICAN LANE | 63.25 |
| | VENDOR TOTAL: | 63.25 |
| | DIVISION TOTAL: | 63.25 |
| 31-CITY CLERK/PRINT SHOP | | |
| 2754-GOVOLUTION, LLC | | |
| 63514 | PAIRL 2017 CREDIT CARD FEES | 36.50 |
| | VENDOR TOTAL: | 36.50 |
| 2039-POWDER RIVER SHREDDERS LLC | | |
| 63679 | SHREDDING RECORDS | 140.00 |
| | VENDOR TOTAL: | 140.00 |
| | DIVISION TOTAL: | 176.50 |
| 32-JUDICIAL | | |
| 2754-GOVOLUTION, LLC | | |
| 63514 | PAIRL 2017 CREDIT CARD FEES | 43.20 |
| | VENDOR TOTAL: | 43.20 |
| | DIVISION TOTAL: | 43.20 |
| 33-MAINT OF CITY BUILDINGS | | |
| 1029-AIR TECH INC | | |
| 63452 | HVAC REPAIR | 1,085.00 |
| 63465 | HOT WATER REPAIR | 383.50 |
| | VENDOR TOTAL: | 1,468.50 |
| 1040-ALSCO | | |
| 63411 | RUG CLEANING | 60.81 |
| 63442 | RUG CLEANING | 54.13 |
| 63491 | RUG CLEANING | 54.13 |
| 63517 | RUG CLEANING | 60.81 |
| 63691 | RUG CLEANING | 60.81 |
| 63692 | RUG CLEANING | 54.13 |
| | VENDOR TOTAL: | 344.82 |

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|------------------------------------|-------|---------------------------------|-----------------|
| 001-GENERAL FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 33-MAINT OF CITY BUILDINGS | | | |
| 1077-ARCHITECTURAL SPECIALTIES LLC | | | |
| | 63441 | NORTH DOOR AT CITY HALL | 2,075.88 |
| | | VENDOR TOTAL: | 2,075.88 |
| 3379-BLACK HILLS ENERGY | | | |
| | 63421 | NATUAL GAS - 201 E 5TH ST | 1,303.46 |
| | 63429 | NATUAL GAS - 808 W WARLOW DR | 75.20 |
| | | VENDOR TOTAL: | 1,378.66 |
| 1844-FARMER BROTHERS COMPANY | | | |
| | 63410 | COFFEE FOR CITY HALL | 282.30 |
| | | VENDOR TOTAL: | 282.30 |
| 1947-GILLETTE WINNELSON COMPANY | | | |
| | 63453 | PAPER TOWEL DISPENSERS | 200.00 |
| | | VENDOR TOTAL: | 200.00 |
| 1516-HEWLETT PACKARD | | | |
| | 63848 | SPARE / REPLACEMENT MONITORS | 295.00 |
| | | VENDOR TOTAL: | 295.00 |
| 1560-HLADKY CONSTRUCTION | | | |
| | 63409 | DEMO OFFICE IN AUCTION BUILDING | 760.50 |
| | | VENDOR TOTAL: | 760.50 |
| 1596-HTO CHEMICAL CO LLC | | | |
| | 63443 | HVAC FILTERS | 236.00 |
| | | VENDOR TOTAL: | 236.00 |
| 1511-NORCO INC | | | |
| | 63454 | SAFETY CABINET | 764.05 |
| | | VENDOR TOTAL: | 764.05 |
| 1919-PAINTBRUSH SEWER & DRAIN | | | |
| | 63463 | 30 YARD TRASH BIN | 444.80 |
| | 63464 | 30 YARD TRASH BIN DELIVERY FEE | 150.00 |
| | | VENDOR TOTAL: | 594.80 |

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| 001-GENERAL FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 33-MAINT OF CITY BUILDINGS | | |
| 1776-SCOTT BROTHERS INC | | |
| 63516 | DEMO OFFICE IN AUCTION BUILDING | 138.00 |
| | VENDOR TOTAL: | 138.00 |
| 3220-TJ ELECTRIC LLC | | |
| 63680 | REPLACE UPS IN PD | 377.14 |
| 63681 | REPLACE LIGHTING IN CITY HALL | 4,121.58 |
| 63682 | REPLACE LIGHTING IN CITY HALL | 3,677.91 |
| 63683 | REPLACE LIGHTING IN CITY HALL | 550.28 |
| 63684 | REPLACE LIGHTING IN CITY HALL | 616.24 |
| 63685 | REPLACE LIGHTING IN CITY HALL | 1,477.50 |
| 63687 | WASHBAY UPGRADE | 174.16 |
| 63688 | WASHBAY UPGRADE | 1,104.14 |
| 63689 | REPAIR AT DALBEY SHOP | 497.85 |
| | VENDOR TOTAL: | 12,596.80 |
| | DIVISION TOTAL: | 21,135.31 |
| 34-INFORMATION TECHNOLOGY | | |
| 1159-BENTLEY SYSTEMS INC | | |
| 63466 | BENTLEY SOFTWARE | 8,055.00 |
| | VENDOR TOTAL: | 8,055.00 |
| 2625-CHARTER MEDIA | | |
| 63628 | ISP MONTHLY INTERNET | 405.20 |
| | VENDOR TOTAL: | 405.20 |
| 1397-COLLINS COMMUNICATIONS INC | | |
| 63451 | SECURITY CAMERAS AND INSTALL | 30,318.00 |
| | VENDOR TOTAL: | 30,318.00 |
| 1606-DELL MARKETING LP | | |
| 63843 | REPLACEMENT SERVERS | 10,296.94 |
| | VENDOR TOTAL: | 10,296.94 |

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| | Invoice Number | Invoice Description | Amount |
|---|----------------|------------------------------|------------------|
| 001-GENERAL FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 34-INFORMATION TECHNOLOGY | | | |
| 1516-HEWLETT PACKARD | | | |
| | 63848 | SPARE / REPLACEMENT MONITORS | 885.00 |
| | | VENDOR TOTAL: | 885.00 |
| 1823-ITRON INC | | | |
| | 63460 | METER READING HW & SW | 2,037.90 |
| | | VENDOR TOTAL: | 2,037.90 |
| 55555-MISC EMPLOYEE VENDOR | | | |
| | 63609 | MILEAGE REIMBURSEMENT | 124.12 |
| | | VENDOR TOTAL: | 124.12 |
| 3522-TRI COUNTY TELEPHONE ASSOCIATION INC | | | |
| | 63866 | VIDEO RECORDING SOFTWARE | 12,726.72 |
| | | VENDOR TOTAL: | 12,726.72 |
| 2179-TYLER TECHNOLOGIES INC | | | |
| | 63459 | TYLER NOTIFY | 12,864.60 |
| | | VENDOR TOTAL: | 12,864.60 |
| | | DIVISION TOTAL: | 77,713.48 |
| | | DEPARTMENT TOTAL: | 99,131.74 |

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|--------------------------------------|-----------------------------|-----------------|
| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 40-PD ADMINISTRATION | | |
| 1429-AMANDA EKINS | | |
| 63642 | DUI BLOOD DRAW | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| 2010-ANDREANNA PIERCE | | |
| 63643 | DUI BLOOD DRAW | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| 1082-ARROW PRINTING AND GRAPHICS INC | | |
| 63646 | PD LETTERHEAD | 125.00 |
| | VENDOR TOTAL: | 125.00 |
| 2597-CRAIG FURMAN | | |
| 63523 | DUI BLOOD DRAW | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| 2754-GOVOLUTION, LLC | | |
| 63514 | PAIRL 2017 CREDIT CARD FEES | 36.10 |
| | VENDOR TOTAL: | 36.10 |
| 2564-JENNIFER IVORY | | |
| 63524 | DUI BLOOD DRAW | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| 55555-MISC EMPLOYEE VENDOR | | |
| 63611 | BOOT ALLOWANCE | 69.99 |
| 63613 | TUITION REIMBURSEMENT | 1,000.00 |
| 63614 | TUITION REIMBURSEMENT | 3,000.00 |
| | VENDOR TOTAL: | 4,069.99 |
| 77777-MISC ONE TIME VENDOR | | |
| 63605 | ALCOHOL COMPLIANCE | 880.00 |
| | VENDOR TOTAL: | 880.00 |
| 1472-NEVE'S UNIFORM INC | | |
| 63647 | NAMEPLATE - PARKER | 16.95 |
| | VENDOR TOTAL: | 16.95 |

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| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 40-PD ADMINISTRATION | | |
| 2802-VERIZON WIRELESS - LERT B | | |
| 63645 | PRESERVATION FOR CELLPHONE | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| | DIVISION TOTAL: | 5,378.04 |
| 44-ANIMAL CONTROL | | |
| 2754-GOVOLUTION, LLC | | |
| 63514 | PAIRL 2017 CREDIT CARD FEES | 42.90 |
| | VENDOR TOTAL: | 42.90 |
| | DIVISION TOTAL: | 42.90 |
| 45-ANIMAL SHELTER | | |
| 1040-ALSCO | | |
| 63461 | RUG CLEANING | 14.80 |
| 63525 | RUG CLEANING | 14.80 |
| 63644 | RUG CLEANING | 14.80 |
| | VENDOR TOTAL: | 44.40 |
| 3379-BLACK HILLS ENERGY | | |
| 63433 | 950 WARLOW - ANIMAL SHELTER | 457.54 |
| | VENDOR TOTAL: | 457.54 |
| | DIVISION TOTAL: | 501.94 |
| | DEPARTMENT TOTAL: | 5,922.88 |

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|---|----------------|---------------------------------|-----------------|
| 001-GENERAL FUND | | | |
| 50-PUBLIC WORKS | | | |
| 51-PARKS | | | |
| 1040-ALSCO | | | |
| | 63666 | UNIFORM CLEANING | 33.10 |
| | 63667 | UNIFORM CLEANING | 7.60 |
| | 63668 | UNIFORM CLEANING | 33.10 |
| | 63671 | UNIFORM CLEANING | 7.60 |
| | | VENDOR TOTAL: | 81.40 |
| 3379-BLACK HILLS ENERGY | | | |
| | 63431 | NATUAL GAS - 950 W WARLOW DR | 53.67 |
| | | VENDOR TOTAL: | 53.67 |
| 1209-BREANNA'S BAKERY | | | |
| | 63475 | DONUTS FOR ARBOR DAY | 84.00 |
| | | VENDOR TOTAL: | 84.00 |
| 3049-EDGE ELECTRIC, INC | | | |
| | 63474 | SAGE VALLEY PARK LIGHT DAMAGE | 120.00 |
| | | VENDOR TOTAL: | 120.00 |
| | | DIVISION TOTAL: | 339.07 |
| 52-POOL | | | |
| 3379-BLACK HILLS ENERGY | | | |
| | 63435 | NATUAL GAS - 2909 S DOUGLAS HWY | 184.47 |
| | | VENDOR TOTAL: | 184.47 |
| | | DIVISION TOTAL: | 184.47 |
| 53-FORESTRY | | | |
| 1884-FORT COLLINS WHOLESALE NURSERY INC | | | |
| | 63846 | Tree Order | 4,552.00 |
| | | VENDOR TOTAL: | 4,552.00 |
| 2261-WARNE CHEMICAL & EQUIPMENT CO | | | |
| | 63868 | CHEMICAL FOR FORESTRY | 1,458.80 |
| | 63869 | CHEMICAL FOR FORESTRY | 1,792.20 |
| | | VENDOR TOTAL: | 3,251.00 |
| | | DIVISION TOTAL: | 7,803.00 |

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|--------------------------------------|---|------------------|
| 001-GENERAL FUND | | |
| 50-PUBLIC WORKS | | |
| 54-STREETS | | |
| 1040-ALSCO | | |
| 63641 | UNIFORM CLEANING | 63.80 |
| 63672 | UNIFORM CLEANING | 63.80 |
| | VENDOR TOTAL: | 127.60 |
| 3379-BLACK HILLS ENERGY | | |
| 63432 | NATUAL GAS - 800 N BURMA AVE, BLD 414 | 66.60 |
| | VENDOR TOTAL: | 66.60 |
| 1897-ONE CALL OF WYOMING COPR | | |
| 63763 | ONE-CALL OF WYOMING | 57.00 |
| | VENDOR TOTAL: | 57.00 |
| 2035-POWDER RIVER ENERGY CORPORATION | | |
| 63638 | ELECTRIC - WELCOME TO GILLETTE SIGN SHWY 59 | 46.72 |
| 63639 | ELECTRIC - SIGN LIGHTING 14-16 | 40.95 |
| 63640 | ELECTRIC - SIGN LIGHTING HWY 50 | 47.24 |
| | VENDOR TOTAL: | 134.91 |
| 1776-SCOTT BROTHERS INC | | |
| 63637 | REPLACE LIGHTS IN SALT SHED | 2,540.00 |
| | VENDOR TOTAL: | 2,540.00 |
| | DIVISION TOTAL: | 2,926.11 |
| | DEPARTMENT TOTAL: | 11,252.65 |

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|--|---|-------------------|
| 001-GENERAL FUND | | |
| 60-ENGINEERING & DEV SERVICES | | |
| 60-ENGINEERING | | |
| 1958-PCA ENGINEERING INC | | |
| 63509 | COMPACTION TESTS - 516 SINCLAIR | 350.00 |
| 63510 | COMPACTION TESTS - 2605 DOGWOOD | 200.00 |
| 63511 | COMPACTION TESTS - 4406 WIGWAM | 200.00 |
| 63512 | COMPACTION TESTS - 3207 S DOUGLAS HWY | 200.00 |
| | VENDOR TOTAL: | 950.00 |
| | DIVISION TOTAL: | 950.00 |
| 61-BUILDING INSPECTION | | |
| 2754-GOVOLUTION, LLC | | |
| 63514 | PAIRL 2017 CREDIT CARD FEES | 36.70 |
| | VENDOR TOTAL: | 36.70 |
| 2230-JAIME REYNOLDS | | |
| 63467 | BOE LUNCH | 155.00 |
| | VENDOR TOTAL: | 155.00 |
| 55555-MISC EMPLOYEE VENDOR | | |
| 63608 | TRAVEL REIMBURSEMENT | 103.98 |
| | VENDOR TOTAL: | 103.98 |
| | DIVISION TOTAL: | 295.68 |
| 63-PLANNING | | |
| 1641-DOYLE LAND SURVEYING | | |
| 63470 | FINAL PLAT FOR LEGACY POINT SUBDIVISION | 300.00 |
| | VENDOR TOTAL: | 300.00 |
| | DIVISION TOTAL: | 300.00 |
| | DEPARTMENT TOTAL: | 1,545.68 |
| | FUND TOTAL: | 138,371.51 |

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| 201-1% FUND | | | |
| 10-ADMINISTRATION | | | |
| 05-1% OPTIONAL SALES TAX | | | |
| 1559-DOWL LLC | | | |
| | 63476 | DALBEY/SPORTS COMPLEX PATHWAY | 937.50 |
| | 63789 | TRANSPORTATION MASTER PLAN UPD | 6,327.31 |
| | 63790 | TRANSPORTATION MASTER PLAN UPD | 1,186.37 |
| | | VENDOR TOTAL: | 8,451.18 |
| 1958-PCA ENGINEERING INC | | | |
| | 63507 | DONKEY CREEK FESTIVAL IMPROVEMENTS | 446.80 |
| | 63508 | PMS 2017 SCHEDULE A | 827.20 |
| | | VENDOR TOTAL: | 1,274.00 |
| 1493-S & S BUILDERS | | | |
| | 63791 | DONKEY CREEK BRIDGE OVERLAY | 9,450.00 |
| | | VENDOR TOTAL: | 9,450.00 |
| 3229-THE PERTAN GROUP | | | |
| | 63788 | IMPLIMINATION OF PAVER SOFTWARE | 36,001.00 |
| | | VENDOR TOTAL: | 36,001.00 |
| 2432-WYOMING DEPT OF TRANSPORTATION | | | |
| | 63767 | BOXELDER RD - HWY 50 TO OVERDA | 255.48 |
| | 63792 | BOXELDER RD - HWY 50 TO OVERDA | 334.37 |
| | | VENDOR TOTAL: | 589.85 |
| | | DIVISION TOTAL: | 55,766.03 |
| | | DEPARTMENT TOTAL: | 55,766.03 |
| | | FUND TOTAL: | 55,766.03 |

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|--|---|---------------------|
| 301-MADISON WATERLINE | | |
| 70-UTILITIES | | |
| 72-MADISON WATER LINE | | |
| 3464-ALCO MOBILE STORAGE | | |
| 63698 | STORAGE UNIT FOR ELECTRICAL MATERIAL | 110.00 |
| | VENDOR TOTAL: | 110.00 |
| 1228-BURNS AND MCDONNELL CORPORATION | | |
| 63782 | GILLETTE MADISON PIPELINE PROJ | 3,670.60 |
| 63783 | GILLETTE MADISON PIPELINE PROJ | 261,696.18 |
| | VENDOR TOTAL: | 265,366.78 |
| 1559-DOWL LLC | | |
| 63784 | REGIONAL WATER-PH1 DISTRICT EX | 2,612.50 |
| | VENDOR TOTAL: | 2,612.50 |
| 1862-FIRST INTERSTATE BANK OF GILLETTE | | |
| 63781 | RETAINAGE - GILLETTE MADISON P | 172,348.00 |
| | VENDOR TOTAL: | 172,348.00 |
| 1683-LAYNE CHRISTENSEN COMPANY | | |
| 63779 | GILLETTE MADISON PIPELINE 2A | 1,476,132.00 |
| | VENDOR TOTAL: | 1,476,132.00 |
| 1264-MCM GENERAL CONTRACTORS | | |
| 63695 | MADISON NEW WELL FIELD ELECTRIC CONDUIT INSTALL | 6,794.34 |
| | VENDOR TOTAL: | 6,794.34 |
| 1775-SCHULTE TA INC | | |
| 63694 | UNLOAD TRANSFORMERS AT MADISON WELL FIELD | 507.50 |
| | VENDOR TOTAL: | 507.50 |
| 2289-WESCO DISTRIBUTION INC | | |
| 63871 | MADISON 69 kV REBUILD ** 17ES2 | 3,400.03 |
| | VENDOR TOTAL: | 3,400.03 |
| 2432-WYOMING DEPT OF TRANSPORTATION | | |
| 63502 | GILLETTE PIPELINE SPOT INSPECTION | 425.14 |
| | VENDOR TOTAL: | 425.14 |
| | DIVISION TOTAL: | 1,927,696.29 |
| | DEPARTMENT TOTAL: | 1,927,696.29 |
| | FUND TOTAL: | 1,927,696.29 |

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|--|--------------------------------|------------------|
| 501-UTILITIES ADMINISTRATION FUND | | |
| 70-UTILITIES | | |
| 70-UTILITIES ADMINISTRATION | | |
| 1086-AT & T MOBILITY NATIONAL ACCOUNTS | | |
| 63436 | CELL PHONE CHARGES | 1,717.85 |
| | VENDOR TOTAL: | 1,717.85 |
| 1358-CENTURYLINK | | |
| 63418 | PHONE CHARGES | 679.26 |
| 63629 | PHONE CHARGES | 56.46 |
| | VENDOR TOTAL: | 735.72 |
| 7777-MISC ONE TIME VENDOR | | |
| 63603 | IRRIGATION REBATE | 200.00 |
| 63604 | IRRIGATION SYSTEM REBATE | 72.00 |
| 63699 | IRRIGATION SYSTEM REBATE | 194.00 |
| | VENDOR TOTAL: | 466.00 |
| 2222-VERIZON WIRELESS | | |
| 63631 | AVL CHARGES | 375.42 |
| | VENDOR TOTAL: | 375.42 |
| | DIVISION TOTAL: | 3,294.99 |
| 71-ELECTRICAL ENGINEERING | | |
| 1264-MCM GENERAL CONTRACTORS | | |
| 63757 | ANNUAL TRENCHING AND BORING AG | 5,798.21 |
| | VENDOR TOTAL: | 5,798.21 |
| 2071-PROELECTRIC INC | | |
| 63758 | ELECTRICIAN MAINTENANCE SERVIC | 1,412.87 |
| 63759 | ELECTRICIAN MAINTENANCE SERVIC | 11,586.80 |
| 63770 | ELECTRICIAN MAINTENANCE SERVIC | 3,215.50 |
| 63771 | ELECTRICIAN MAINTENANCE SERVIC | 3,723.44 |
| 63772 | ELECTRICIAN MAINTENANCE SERVIC | 2,261.25 |
| | VENDOR TOTAL: | 22,199.86 |
| | DIVISION TOTAL: | 27,998.07 |

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| 501-UTILITIES ADMINISTRATION FUND | | | |
| 70-UTILITIES | | | |
| 76-SCADA | | | |
| 1447-ANIXTER POWER SOLUTIONS | | | |
| 63619 | PARTS | | 210.15 |
| 63620 | CREDIT | | -194.40 |
| VENDOR TOTAL: | | | 15.75 |
| DIVISION TOTAL: | | | 15.75 |
| DEPARTMENT TOTAL: | | | 31,308.81 |
| FUND TOTAL: | | | 31,308.81 |

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|---------------------------------|---------------------------|-----------------|
| 502-SOLID WASTE FUND | | |
| 00-UNDEFINED | | |
| 00-UNDEFINED | | |
| 88888-MISC UTILITY OVERPAYMENTS | | |
| 63533 | UE 1796 300 4-J | 378.66 |
| 63534 | UE 3828 415 TIMOTHY | 139.15 |
| 63536 | UE 3914 409 TONK | 71.08 |
| 63537 | UE 4036 2110 GILLETTE | 40.48 |
| 63538 | UE 4148 107 TIMOTHY | 34.54 |
| 63539 | UE 4510 2301 MAHOGANY | 183.55 |
| 63540 | UE 39178 2006 MINT | 187.45 |
| 63541 | UE 39218 2301 KRISTAN | 45.83 |
| 63542 | UE 39378 2601 SAMMYE | 832.72 |
| 63543 | UE 39436 2502 JAMES | 101.26 |
| 63548 | UE 3482 1907 GILLETTE | 133.93 |
| 63549 | UE 33906 708 SAKO | 302.67 |
| 63550 | UE 34100 501 WEATHERBY | 16.03 |
| 63551 | UE 7388 508 WILDERNESS | 323.00 |
| 63552 | UE 7394 520 WILDERNESS | 133.82 |
| 63553 | UE 7558 2605 ROSE CREEK | 449.41 |
| 63554 | UE 7586 2317 ROSE CREEK | 193.42 |
| 63555 | UE 6184 3215 ALBERTA | 117.41 |
| 63557 | UE 8190 706 10TH | 46.15 |
| 63558 | UE 8354 702 3RD | 894.74 |
| 63559 | UE 8992 601 10TH | 364.70 |
| 63560 | UE 27980 1420 BEAVER | 159.63 |
| 63561 | UE 8554 1214 L A | 56.96 |
| 63562 | UE 9992 708 TRAILS | 368.48 |
| 63563 | UE 5528 4000 ROANOKE | 56.14 |
| 63568 | UE 8672 100 FLYING CIRCLE | 1,168.83 |
| | VENDOR TOTAL: | 6,800.04 |
| | DIVISION TOTAL: | 6,800.04 |
| | DEPARTMENT TOTAL: | 6,800.04 |

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|----------------------------------|-----------------------------|------------------|
| 502-SOLID WASTE FUND | | |
| 50-PUBLIC WORKS | | |
| 55-SOLID WASTE | | |
| 1040-ALSCO | | |
| 63408 | UNIFORM CLEANING | 23.20 |
| 63472 | UNIFORM CLEANING | 23.20 |
| 63665 | UNIFORM CLEANING | 23.20 |
| | VENDOR TOTAL: | 69.60 |
| 2480-CAMPBELL COUNTY ENGINEERS | | |
| 63471 | APRIL 2017 LANDFILL CHARGES | 65,990.25 |
| | VENDOR TOTAL: | 65,990.25 |
| 2303-WESTERN WASTE SOLUTIONS INC | | |
| 63473 | 3 YARD BIN AT WAREHOUSE | 75.00 |
| | VENDOR TOTAL: | 75.00 |
| | DIVISION TOTAL: | 66,134.85 |
| | DEPARTMENT TOTAL: | 66,134.85 |
| | FUND TOTAL: | 72,934.89 |

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| Invoice Number | | Invoice Description | Amount |
|---------------------------------|---------------------|---------------------|--------|
| 503-WATER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| 63415 | UE 544 900 WARLOW | | 147.10 |
| 63748 | UE 19034 506 GURLEY | | 71.91 |
| | | VENDOR TOTAL: | 219.01 |
| | | DIVISION TOTAL: | 219.01 |
| | | DEPARTMENT TOTAL: | 219.01 |

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| Invoice Number | Invoice Description | Amount |
|---|------------------------------|------------------|
| 503-WATER FUND | | |
| 70-UTILITIES | | |
| 73-WATER | | |
| 1040-ALSCO | | |
| 63498 | UNIFORM CLEANING | 52.10 |
| 63617 | UNIFORM CLEANING | 69.34 |
| 63618 | UNIFORM CLEANING | 52.10 |
| | VENDOR TOTAL: | 173.54 |
| 2652-ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE | | |
| 63497 | CONTRACT MONTHLY FEE | 350.00 |
| | VENDOR TOTAL: | 350.00 |
| 3379-BLACK HILLS ENERGY | | |
| 63422 | NATUAL GAS - 200 ROCK RD GEN | 15.75 |
| 63430 | NATUAL GAS - 816 W WARLOW DR | 166.18 |
| | VENDOR TOTAL: | 181.93 |
| 1355-CENTRILIFT DIVISION OF HUGHES TOOL | | |
| 63626 | S-27 WELL | 572.00 |
| 63627 | M-7 WELL | 572.00 |
| | VENDOR TOTAL: | 1,144.00 |
| 1574-DANA KEPNER COMPANY INC | | |
| 63496 | PARTS | 60.00 |
| | VENDOR TOTAL: | 60.00 |
| 1684-DRM INC | | |
| 63624 | ALBERTSON WATER MAIN REPAIR | 6,655.14 |
| | VENDOR TOTAL: | 6,655.14 |
| 2778-GW CONSTRUCTION, LLC | | |
| 63495 | WATER REPAIR | 800.00 |
| | VENDOR TOTAL: | 800.00 |
| 3545-INTERMOUNTAIN MOTOR SALES INC | | |
| 63571 | REPAIRS | 3,097.92 |
| 63572 | REPAIRS | 2,483.69 |
| 63573 | REPAIRS | 6,343.27 |
| | VENDOR TOTAL: | 11,924.88 |

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|--------------------------------------|--|------------------------|------------------|
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 1897-ONE CALL OF WYOMING COPR | | | |
| 63763 | ONE-CALL OF WYOMING | | 57.00 |
| | | VENDOR TOTAL: | 57.00 |
| 2035-POWDER RIVER ENERGY CORPORATION | | | |
| 63393 | ELECTRIC - COOK RD | | 141.20 |
| 63394 | ELECTRIC - AVISD | | 136.98 |
| 63395 | ELECTRIC - SOUTHFORK | | 129.05 |
| 63396 | ELECTRIC - RAFTER D | | 132.33 |
| 63397 | ELECTRIC - OVERBROOK | | 121.81 |
| 63398 | ELECTRIC - BENNOR ESTATES | | 123.02 |
| 63399 | ELECTRIC - MADISON REHAB CPS #7 | | 35.09 |
| 63400 | ELECTRIC - MADISON REHAB CPS #4 | | 44.23 |
| 63401 | ELECTRIC - CPS #3 | | 47.85 |
| 63402 | ELECTRIC - CPS #2 | | 40.78 |
| 63403 | ELECTRIC - CPS #1 | | 49.31 |
| 63404 | ELECTRIC - UNION CHAPEL WATERLINE | | 35.00 |
| 63405 | ELECTRIC - BOOSTER STATION REDHILLS SUBD | | 165.51 |
| 63406 | ELECTRIC - PINE RIDGE RESERVOIR | | 69.57 |
| | | VENDOR TOTAL: | 1,271.73 |
| 2071-PROELECTRIC INC | | | |
| 63493 | MADISON CELL PHONE ANTENNA | | 2,191.71 |
| 63494 | PINE RIDGE CELL PHONE ANTENNA | | 2,202.99 |
| | | VENDOR TOTAL: | 4,394.70 |
| 2391-WYOMING RENTS LLC | | | |
| 63477 | RENTAL | | 596.80 |
| | | VENDOR TOTAL: | 596.80 |
| | | DIVISION TOTAL: | 27,609.72 |

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| 503-WATER FUND | | |
| 70-UTILITIES | | |
| 77-SWIMMING POOL | | |
| 1014-DAVE LUERAS | | |
| 63621 | KEYS | 17.94 |
| | VENDOR TOTAL: | 17.94 |
| 1947-GILLETTE WINNELSON COMPANY | | |
| 63449 | POOL SUPPLIES | 10.94 |
| 63505 | POOL REPAIRS | 333.34 |
| 63506 | POOL REPAIRS | 16.88 |
| | VENDOR TOTAL: | 361.16 |
| 2822-SHANE SCHULTZ PLUMBING & HEATING | | |
| 63504 | POOL REPAIRS | 1,686.28 |
| 63623 | LEAK REPAIRS | 507.00 |
| | VENDOR TOTAL: | 2,193.28 |
| 2741-WYOMING DEPARTMENT OF AGRICULTURE | | |
| 63625 | POOL LICENSE FEE | 50.00 |
| | VENDOR TOTAL: | 50.00 |
| | DIVISION TOTAL: | 2,622.38 |
| | DEPARTMENT TOTAL: | 30,232.10 |
| | FUND TOTAL: | 30,451.11 |

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| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 3563-ALL ABOUT POTENTIAL FAMILY CHI | | | |
| | 63594 | UB 44564 51 TOWN CENTER DR 110 | 406.09 |
| | | VENDOR TOTAL: | 406.09 |
| 3560-ARIEL, LLC | | | |
| | 63591 | UB 39774 3915 ARIEL AVE | 200.87 |
| | | VENDOR TOTAL: | 200.87 |
| 3549-ASHBY, KAYCEE | | | |
| | 63580 | UB 4670 113 E REDWOOD ST | 202.98 |
| | | VENDOR TOTAL: | 202.98 |
| 3553-B SQUARED DEVELOPEMENT LLC | | | |
| | 63584 | UB 16368 1001 ENERGY ST | 405.97 |
| | | VENDOR TOTAL: | 405.97 |
| 3552-BISHOP, ROBERT | | | |
| | 63583 | UB 13032 3207 FOOTHILLS BLVD | 203.01 |
| | | VENDOR TOTAL: | 203.01 |
| 3578-BLAKE, DELBERT | | | |
| | 63817 | UB 16645 15 MURREY LN | 202.76 |
| | | VENDOR TOTAL: | 202.76 |
| 3566-BOWMAN, STEPHANIE | | | |
| | 63805 | UB 1656 305 ROSS AVE | 202.95 |
| | | VENDOR TOTAL: | 202.95 |
| 3562-CASTLEBERRY, BRANDON | | | |
| | 63593 | UB 42790 3203 DECOY AVE | 203.19 |
| | | VENDOR TOTAL: | 203.19 |
| 3548-COLBURN, KNIGHT | | | |
| | 63579 | UB 5842 2906 BUSH AVE | 203.08 |
| | | VENDOR TOTAL: | 203.08 |
| 3551-ELLIS, BRIAN | | | |
| | 63582 | UB 34324 1103 JZ CT | 222.56 |
| | | VENDOR TOTAL: | 222.56 |

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| | Invoice Number | Invoice Description | Amount |
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| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 3570-FILBERT, DAPHNE & GREG | | | |
| | 63809 | UB 8392 503 HUNT AVE | 202.81 |
| | | VENDOR TOTAL: | 202.81 |
| 3558-FREMONT, AMANDA | | | |
| | 63589 | UB 19462 1006 S GURLEY AVE | 203.04 |
| | | VENDOR TOTAL: | 203.04 |
| 3547-FRONTIER AUTO MUSEUM | | | |
| | 63578 | UB 1484 211 W 2ND ST | 405.98 |
| | | VENDOR TOTAL: | 405.98 |
| 3550-GALLEGOS, CARLENA | | | |
| | 63581 | UB 4750 2417 DOGWOOD AVE 13 | 203.11 |
| | | VENDOR TOTAL: | 203.11 |
| 3572-HARVEY, STEVEN & CLAUDIA | | | |
| | 63811 | UB 16920 243 SIERRA CIR | 202.86 |
| | | VENDOR TOTAL: | 202.86 |
| 3554-MARTINEZ, ALONSO | | | |
| | 63585 | UB 16980 51 SIERRA CIR | 203.04 |
| | | VENDOR TOTAL: | 203.04 |
| 3568-MEECE, TAYLOR | | | |
| | 63807 | UB 24998 600 S GARNER LAKE RD 031 | 202.82 |
| | | VENDOR TOTAL: | 202.82 |
| 3577-METTLER, CORTNEY | | | |
| | 63816 | UB 40068 2503 LEDOUX AVE 210 | 202.77 |
| | | VENDOR TOTAL: | 202.77 |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| | 63595 | UE 42392 218 COLLEGE PARK | 32.54 |
| | 63596 | UE 8606 1201 TURKEY TRACK | 966.68 |
| | 63597 | UE 12728 2403 GREENWAY | 88.85 |
| | 63598 | UE 12442 2502 GREENWAY | 107.31 |

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| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| | 63599 | UE 42392 218 COLLEGE PARK | 0.65 |
| | 62986 | UE 7558 2605 ROSE CREEK | 115.01 |
| | 63000 | UE 25056 600 GARNER LAKE | 130.34 |
| | 63001 | UE 40184 2604 IRONWOOD | 13.31 |
| | 63002 | UE 8672 100 FLYING CIRCLE | 207.12 |
| | 63003 | UE 10000 3227 LAKE | 38.60 |
| | 63008 | UE 11568 2404 FOOTHILLS | 43.95 |
| | 63009 | UE 42392 218 COLLEGE PARK | 41.12 |
| | 63010 | UE 17110 26 SIERRA | 133.38 |
| | 63011 | UE 11246 3201 ECHETA | 98.12 |
| | 63012 | UE 12878 3414 FOOTHILLS | 167.79 |
| | 63013 | UE 39510 2204 JANE | 173.37 |
| | 63382 | UE 1642 308 WARREN | 52.18 |
| | 63383 | UE 5168 201 SEQUOIA | 86.12 |
| | 63384 | UE 39656 700 DOUGLAS | 232.39 |
| | 63413 | UE 35558 1062 COUNTRY CLUB | 27.27 |
| | 63414 | UE 4796 2501 DOGWOOD | 107.72 |
| | 63416 | UE 16768 172 SIERRA | 118.68 |
| | 63417 | UE 4656 114 REDWOOD | 159.08 |
| | 63530 | UE 10278 915 FAIRWAY | 209.90 |
| | 63531 | UE 10362 709 FAIRWAY | 23.46 |
| | 63532 | UE 12550 808 NOGALES | 76.33 |
| | 63535 | UE 3912 409 TONK | 131.79 |
| | 63544 | UE 3380 1805 WAGONHAMMER | 164.64 |
| | 63545 | UE 3394 304 BOXELDER | 457.60 |
| | 63546 | UE 3396 304 BOXELDER | 154.99 |
| | 63547 | UE 3446 1909 CYPRESS | 144.10 |
| | 63556 | UE 8188 706 10TH | 138.26 |
| | 63564 | UE 13374 910 GREENWOOD | 47.47 |

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| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 88888-MISC UTILITY OVERPAYMENTS | | | |
| | 63565 | UE 14152 209 LARAMIE | 485.47 |
| | 63566 | UE 14302 706 LARAMIE | 54.41 |
| | 63567 | UE 40252 1603 ASH MEADOWS | 139.65 |
| | 63600 | UE 2700 701 BROOKS | 121.09 |
| | 63630 | UE 14786 1304 LIBERTY | 712.53 |
| | 63669 | UE 17180 206 OVERLAND | 279.63 |
| | 63670 | UE 17382 1605 KATHLEEN | 114.56 |
| | 63724 | UE 40006 2501 LEDOUX | 86.81 |
| | 63725 | UE 24024 2800 4-J | 53.83 |
| | 63726 | UE 14268 602 LARAMIE | 22.36 |
| | 63727 | UE 32900 4536 RUNNING W | 177.33 |
| | 63728 | UE 21992 3401 HIDDEN VALLEY | 135.65 |
| | 63729 | UE 7242 2616 LODAHL | 156.81 |
| | 63730 | UE 35264 709 EXPRESS | 153.79 |
| | 63731 | UE 4366 2205 EMERSON | 138.31 |
| | 63746 | UE 16528 500 CHURCH | 85.62 |
| | 63747 | UE 19032 506 GURLEY | 64.20 |
| | 63749 | UE 19270 822 4TH | 30.20 |
| | 63750 | UE 25922 626 ASTORIA | 39.09 |
| | 63793 | UE 18182 902 CHURCH | 14.11 |
| | 63794 | UE 31438 3604 BLUE | 128.76 |
| | 63795 | UE 36302 4403 ALISON | 62.20 |
| | 63796 | UE 35494 719 EXPRESS | 30.40 |
| | 63797 | UE 17896 1016 ELON | 115.58 |
| | 63798 | UE 13194 1800 WARLOW | 53.50 |
| | 63799 | UE 32914 4536 RUNNING W | 11.36 |
| | 63800 | UE 24476 1801 WARLOW | 82.14 |
| | 63801 | UE 18240 1024 CHURCH | 30.51 |
| | 63802 | UE 34464 4600 LEXINGTON | 69.31 |

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| 504-POWER FUND | | |
| 00-UNDEFINED | | |
| 00-UNDEFINED | | |
| 88888-MISC UTILITY OVERPAYMENTS | | |
| 63803 | UE 4734 2417 DOGWOOD | 13.80 |
| 63879 | UE 19650 914 8TH | 115.00 |
| 63880 | UE 18592 1120 12TH | 131.35 |
| 63881 | UE 41764 110 VILLA | 114.36 |
| | VENDOR TOTAL: | 8,713.84 |
| 3576-MOMENTUM PHYSICAL THERAPY | | |
| 63815 | UB 38512 548 RUNNING W DR 4 | 405.86 |
| | VENDOR TOTAL: | 405.86 |
| 3564-MORGAN, DANIEL & DONNA | | |
| 63745 | UB 39002 2301 CHERYL AVE | 200.00 |
| | VENDOR TOTAL: | 200.00 |
| 3569-OVER THE MOON BOUTIQUE | | |
| 63808 | UB 5232 2610 S DOUGLAS HWY 230 | 405.87 |
| | VENDOR TOTAL: | 405.87 |
| 3565-PADILLA OBANDO, YURI | | |
| 63804 | UB 42544 2673 LEDOUX AVE 205 | 202.83 |
| | VENDOR TOTAL: | 202.83 |
| 3574-PEREZ JR, AMBROSIO & DEBRA | | |
| 63813 | UB 24414 1801 E WARLOW DR 33 | 202.89 |
| | VENDOR TOTAL: | 202.89 |
| 3561-PRAIRIE HAVEN INVESTMENTS LLC | | |
| 63592 | UB 39858 3931 ARIEL AVE A | 203.14 |
| | VENDOR TOTAL: | 203.14 |
| 3556-RECORD, RUSTY | | |
| 63587 | UB 19718 702 S GURLEY AVE | 203.16 |
| | VENDOR TOTAL: | 203.16 |
| 3559-SCHWARTZ, DANY | | |
| 63590 | UB 32132 4600 J CROSS AVE | 203.15 |
| | VENDOR TOTAL: | 203.15 |

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| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 3573-STEPHENS, ADAM | | | |
| | 63812 | UB 17538 1200 STETSON DR | 202.67 |
| | | VENDOR TOTAL: | 202.67 |
| 3567-STOREY, WESLEY | | | |
| | 63806 | UB 25106 600 S GARNER LAKE RD 086 | 202.76 |
| | | VENDOR TOTAL: | 202.76 |
| 3575-URMAN, CHRISTI & CHRIS | | | |
| | 63814 | UB 30626 4002 QUARTER HORSE AVE | 202.94 |
| | | VENDOR TOTAL: | 202.94 |
| 3555-VASQUEZ, MARIA | | | |
| | 63586 | UB 17768 1311 EAGLES NEST CIR A | 202.97 |
| | | VENDOR TOTAL: | 202.97 |
| 3546-WALKER, MYRON | | | |
| | 63577 | UB 25546 1020 COUNTRY CLUB RD 8H | 200.00 |
| | | VENDOR TOTAL: | 200.00 |
| 3557-WOLDEN, BRIDGET & RIGO | | | |
| | 63588 | UB 20924 4312 CLEMENCE AVE | 203.09 |
| | | VENDOR TOTAL: | 203.09 |
| 3571-YARBOROUGH, VANESSA | | | |
| | 63810 | UB 9792 150 WESTHILLS LP | 202.93 |
| | | VENDOR TOTAL: | 202.93 |
| | | DIVISION TOTAL: | 16,437.99 |
| | | DEPARTMENT TOTAL: | 16,437.99 |

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|--------------------------------------|----------------|---|------------------|
| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| 1077-ARCHITECTURAL SPECIALTIES LLC | | | |
| | 63700 | KEYS FOR SUBSTATIONS | 20.00 |
| | | VENDOR TOTAL: | 20.00 |
| 2879-AVP CONSULTING LLC | | | |
| | 63575 | CHOICE GAS COORDINATION | 202.56 |
| | | VENDOR TOTAL: | 202.56 |
| 3379-BLACK HILLS ENERGY | | | |
| | 63428 | NATUAL GAS - 940 W WARLOW DR | 91.36 |
| | | VENDOR TOTAL: | 91.36 |
| 3004-DEPARTMENT OF ENERGY | | | |
| | 63574 | APRIL 2017 ENERGY | 57,545.42 |
| | | VENDOR TOTAL: | 57,545.42 |
| 1264-MCM GENERAL CONTRACTORS | | | |
| | 63764 | ANNUAL TRENCHING AND BORING AG | 1,549.92 |
| | 63765 | ANNUAL TRENCHING AND BORING AG | 45,832.36 |
| | 63766 | ANNUAL TRENCHING AND BORING AG | 34,833.81 |
| | | VENDOR TOTAL: | 82,216.09 |
| 1897-ONE CALL OF WYOMING COPR | | | |
| | 63763 | ONE-CALL OF WYOMING | 57.00 |
| | | VENDOR TOTAL: | 57.00 |
| 2035-POWDER RIVER ENERGY CORPORATION | | | |
| | 63469 | APRIL 2017 69 KV WHEELING | 5,250.00 |
| | | VENDOR TOTAL: | 5,250.00 |
| 2071-PROELECTRIC INC | | | |
| | 63761 | ELECTRICIAN MAINTENANCE SERVIC | 604.54 |
| | | VENDOR TOTAL: | 604.54 |
| 1775-SCHULTE TA INC | | | |
| | 63693 | CONTRACTOR ASSIST WITH VOLTAGE COVERSION OUTAGE | 3,459.38 |
| | | VENDOR TOTAL: | 3,459.38 |

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| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| 2061-SOLOMON ELECTRIC SUPPLY | | | |
| | 63762 | SUBSTATION MAINTENANCE AND OIL | 360.00 |
| | | VENDOR TOTAL: | 360.00 |
| 2351-TUCKER ELECTRIC INC | | | |
| | 63697 | EVALUATE DELTA TO WYE CONVERSION | 135.00 |
| | | VENDOR TOTAL: | 135.00 |
| | | DIVISION TOTAL: | 149,941.35 |
| | | DEPARTMENT TOTAL: | 149,941.35 |
| | | FUND TOTAL: | 166,379.34 |

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| 505-SEWER FUND | | |
| 70-UTILITIES | | |
| 75-SEWER | | |
| 1040-ALSCO | | |
| 63458 | UNIFORM CLEANING | 102.80 |
| 63519 | UNIFORM CLEANING | 102.80 |
| 63675 | UNIFORM CLEANING | 102.80 |
| | VENDOR TOTAL: | 308.40 |
| 3379-BLACK HILLS ENERGY | | |
| 63419 | NATUAL GAS - 4520 UNIVERSITY RD | 18.69 |
| 63420 | NATUAL GAS - 3101 S GARNER LAKE RD | 3,613.29 |
| 63423 | NATUAL GAS - 1700 PLUM CREEK | 17.06 |
| | VENDOR TOTAL: | 3,649.04 |
| 1616-EJ COLLINS, PE | | |
| 63520 | INSTALL NEW DEVICES REQUIRED BY FIRE MARSHALL | 564.17 |
| | VENDOR TOTAL: | 564.17 |
| 1792-ENERGY LABORATORIES INC | | |
| 63455 | TESTING | 20.00 |
| 63456 | TESTING | 72.00 |
| 63673 | TESTING | 1,140.00 |
| | VENDOR TOTAL: | 1,232.00 |
| 2778-GW CONSTRUCTION, LLC | | |
| 63457 | SEWER REPAIR | 910.00 |
| 63521 | SEWER REPAIR | 1,250.00 |
| | VENDOR TOTAL: | 2,160.00 |
| 1680-INTER-MOUNTAIN LABS INC | | |
| 63677 | TESTING | 55.00 |
| 63678 | TESTING | 30.00 |
| | VENDOR TOTAL: | 85.00 |
| 1114-LONG'S PLUMBING & HEATING INC | | |
| 63676 | REPAIR SEWER LINE | 4,040.00 |
| | VENDOR TOTAL: | 4,040.00 |

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| 505-SEWER FUND | | |
| 70-UTILITIES | | |
| 75-SEWER | | |
| 1125-M G OIL COMPANY | | |
| 63853 | CLEAR #2 DIESEL FUEL FOR WASTE | 2,033.00 |
| | VENDOR TOTAL: | 2,033.00 |
| 55555-MISC EMPLOYEE VENDOR | | |
| 63607 | TRAVEL REIMBURSEMENT | 115.77 |
| 63612 | SAFETY BOOT REIMBURSEMENT | 75.00 |
| | VENDOR TOTAL: | 190.77 |
| 1897-ONE CALL OF WYOMING COPR | | |
| 63763 | ONE-CALL OF WYOMING | 57.00 |
| | VENDOR TOTAL: | 57.00 |
| 1919-PAINTBRUSH SEWER & DRAIN | | |
| 63522 | RUN CAMERA IN LINE | 195.00 |
| | VENDOR TOTAL: | 195.00 |
| 1958-PCA ENGINEERING INC | | |
| 63674 | TESTING - 102 COTTONWOOD SEWER | 200.00 |
| | VENDOR TOTAL: | 200.00 |
| 1748-THAT EMBROIDERY PLACE | | |
| 63518 | SHIRTS AND LOGOS | 95.93 |
| | VENDOR TOTAL: | 95.93 |
| 3223-WESTCOAST ROTOR INC | | |
| 63882 | Pumps and Pump Accessories Mai | 16,277.00 |
| | VENDOR TOTAL: | 16,277.00 |
| | DIVISION TOTAL: | 31,087.31 |
| | DEPARTMENT TOTAL: | 31,087.31 |
| | FUND TOTAL: | 31,087.31 |

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|------------------------------|------------------------------------|-----------------|
| 601-CITY WEST FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 39-CITY WEST BUILDING MAINT | | |
| 1040-ALSCO | | |
| 63412 | RUG CLEANING | 82.29 |
| 63490 | RUG CLEANING | 85.29 |
| 63690 | RUG CLEANING | 82.29 |
| | VENDOR TOTAL: | 249.87 |
| 3379-BLACK HILLS ENERGY | | |
| 63425 | NATUAL GAS - 561 COMMERCIAL DR | 340.64 |
| 63426 | NATUAL GAS - 624 COMMERCIAL DR | 709.38 |
| 63427 | NATUAL GAS - 611 N EXCHANGE AVE 22 | 503.18 |
| 63434 | NATUAL GAS - 611 N EXCHANGE AVE | 80.05 |
| | VENDOR TOTAL: | 1,633.25 |
| 1844-FARMER BROTHERS COMPANY | | |
| 63632 | COFFEE FOR CITY WEST | 343.50 |
| | VENDOR TOTAL: | 343.50 |
| 1701-NORTON CONSTRUCTION | | |
| 63515 | CITY WEST IT DOOR | 1,800.00 |
| | VENDOR TOTAL: | 1,800.00 |
| 3220-TJ ELECTRIC LLC | | |
| 63686 | REPLACE LIGHTING IN CITY WEST | 326.50 |
| | VENDOR TOTAL: | 326.50 |
| | DIVISION TOTAL: | 4,353.12 |
| | DEPARTMENT TOTAL: | 4,353.12 |
| | FUND TOTAL: | 4,353.12 |

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| Invoice Number | | Invoice Description | Amount |
|-----------------------------------|--------------------------------|----------------------|------------------|
| 603-WAREHOUSE FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1447-ANIXTER POWER SOLUTIONS | | | |
| 63819 | ELECTRICAL INVENTORY | | 4,750.00 |
| 63820 | ELECTRICAL INVENTORY | | 8,928.25 |
| 63821 | ELECTRICAL INVENTORY | | 100.32 |
| 63822 | ELECTRICAL INVENTORY | | 58,256.69 |
| | | VENDOR TOTAL: | 72,035.26 |
| 2594-BOMGAARS SUPPLY | | | |
| 63824 | ELECTRICAL INVENTORY | | 434.85 |
| | | VENDOR TOTAL: | 434.85 |
| 1197-BORDER STATES ELECTRIC | | | |
| 63825 | ELECTRICAL INVENTORY | | 1,988.45 |
| 63826 | ELECTRICAL INVENTORY | | 1,094.70 |
| 63827 | ELECTRICAL INVENTORY | | 1,459.60 |
| | | VENDOR TOTAL: | 4,542.75 |
| 1359-CERTIFIED LABORATORIES | | | |
| 63829 | WATER'S INVENTORY | | 302.30 |
| | | VENDOR TOTAL: | 302.30 |
| 1519-CRUM ELECTRIC SUPPLY COMPANY | | | |
| 63839 | ELECTRICAL INVENTORY ** NEW IT | | 147.48 |
| | | VENDOR TOTAL: | 147.48 |
| 1574-DANA KEPNER COMPANY INC | | | |
| 63840 | WATER'S INVENTORY | | 2,148.00 |
| 63841 | WATER'S INVENTORY | | 4,125.00 |
| 63842 | WATER'S INVENTORY | | 230.00 |
| | | VENDOR TOTAL: | 6,503.00 |
| 1716-EDGE CONSTRUCTION SUPPLY | | | |
| 63844 | SAFETY INVENTORY | | 40.72 |
| | | VENDOR TOTAL: | 40.72 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------|-------------------|
| 603-WAREHOUSE FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1834-FAIRMONT SUPPLY COMPANY | | | |
| | 63845 | SAFETY INVENTORY | 578.74 |
| | | VENDOR TOTAL: | 578.74 |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | | |
| | 63831 | WATER'S INVENTORY | 476.27 |
| | 63832 | WATER INVENTORY ** NEW ITEMS | 163.25 |
| | 63833 | WATER INVENTORY ** NEW ITEMS | 79.18 |
| | 63834 | WATER'S INVENTORY | 9.60 |
| | 63835 | PARK'S INVENTORY | 364.83 |
| | 63836 | WATER'S INVENTORY | 53.20 |
| | 63837 | WATER'S INVENTORY | 262.98 |
| | 63838 | PARK'S INVENTORY | 411.52 |
| | | VENDOR TOTAL: | 1,820.83 |
| 2852-HD SUPPLY WATERWORKS LTD | | | |
| | 63847 | WASTEWATER'S INVENTORY **BRAND | 16,118.16 |
| | | VENDOR TOTAL: | 16,118.16 |
| 1511-NORCO INC | | | |
| | 63857 | SAFETY INVENTORY | 246.42 |
| | 63858 | SAFETY INVENTORY | 101.40 |
| | | VENDOR TOTAL: | 347.82 |
| 2289-WESCO DISTRIBUTION INC | | | |
| | 63872 | ELECTRICAL INVENTORY | 336.00 |
| | 63873 | ELECTRICAL INVENTORY | 3,035.00 |
| | 63874 | ELECTRICAL INVENTORY | 3,035.00 |
| | 63875 | ELECTRICAL INVENTORY | 178.32 |
| | 63876 | ELECTRICAL INVENTORY | 309.00 |
| | 63877 | ELECTRICAL INVENTORY | 1,417.05 |
| | | VENDOR TOTAL: | 8,310.37 |
| | | | |
| DIVISION TOTAL: | | | 111,182.28 |

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| Invoice Number | Invoice Description | Amount |
|--------------------|---------------------|------------|
| 603-WAREHOUSE FUND | | |
| | DEPARTMENT TOTAL: | 111,182.28 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------|----------------------------|-------------------|
| 603-WAREHOUSE FUND | | |
| 25-FINANCE | | |
| 28-WAREHOUSE FUND | | |
| 1040-ALSCO | | |
| 63437 | RUG CLEANING | 25.63 |
| 63438 | RUG CLEANING | 25.63 |
| | VENDOR TOTAL: | 51.26 |
| 3379-BLACK HILLS ENERGY | | |
| 63424 | NATUAL GAS - 800 BURMA AVE | 315.05 |
| | VENDOR TOTAL: | 315.05 |
| | DIVISION TOTAL: | 366.31 |
| | DEPARTMENT TOTAL: | 366.31 |
| | FUND TOTAL: | 111,548.59 |

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| Invoice Number | Invoice Description | Amount |
|--------------------------------------|--------------------------|------------------|
| 604-VEHICLE MAINTENANCE FUND | | |
| 00-UNDEFINED | | |
| 00-UNDEFINED | | |
| 1328-CARQUEST AUTO PARTS | | |
| 63828 | VM INVENTORY | 5.50 |
| | VENDOR TOTAL: | 5.50 |
| 1397-COLLINS COMMUNICATIONS INC | | |
| 63830 | VM INVENTORY | 266.60 |
| | VENDOR TOTAL: | 266.60 |
| 1575-HOMAX OIL | | |
| 63849 | CLEAR #2 DIESEL FUEL | 20,458.04 |
| 63850 | VM INVENTORY | 639.98 |
| 63851 | VM INVENTORY | 1,412.00 |
| | VENDOR TOTAL: | 22,510.02 |
| 1587-KOIS BROTHERS EQUIPMENT COMPANY | | |
| 63852 | VM INVENTORY | 6,833.95 |
| | VENDOR TOTAL: | 6,833.95 |
| 2269-WAUSAU EQUIPMENT COMPANY INC | | |
| 63870 | VM INVENTORY | 1,823.72 |
| | VENDOR TOTAL: | 1,823.72 |
| 2386-WYOMING MARINE | | |
| 63883 | VM INVENTORY | 256.50 |
| | VENDOR TOTAL: | 256.50 |
| | DIVISION TOTAL: | 31,696.29 |
| | DEPARTMENT TOTAL: | 31,696.29 |

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| Invoice Number | Invoice Description | Amount |
|--------------------------------------|------------------------|-----------------|
| 604-VEHICLE MAINTENANCE FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 36-VEHICLE MAINTENANCE | | |
| 1040-ALSCO | | |
| 63488 | UNIFORM CLEANING | 49.23 |
| 63489 | UNIFORM CLEANING | 49.23 |
| | VENDOR TOTAL: | 98.46 |
| 1525-CUMMINS ROCKY MOUNTAIN INC | | |
| 63485 | PARTS | 26.92 |
| 63486 | PARTS | 1,978.39 |
| 63487 | RETURN | -46.24 |
| | VENDOR TOTAL: | 1,959.07 |
| 1834-FAIRMONT SUPPLY COMPANY | | |
| 63479 | SOLUTION | 94.15 |
| 63480 | SOLUTION | 94.15 |
| | VENDOR TOTAL: | 188.30 |
| 3398-JACK'S TRUCK CENTER INC | | |
| 63482 | PARTS | 105.88 |
| | VENDOR TOTAL: | 105.88 |
| 1587-KOIS BROTHERS EQUIPMENT COMPANY | | |
| 63483 | PARTS | 62.83 |
| 63484 | PARTS | 245.71 |
| | VENDOR TOTAL: | 308.54 |
| 3146-RED GIANT OIL | | |
| 63478 | USED OIL | 100.00 |
| | VENDOR TOTAL: | 100.00 |
| 1500-SAFTY-KLEEN SYSTEMS INC | | |
| 63481 | BRAKE CLEANER | 171.77 |
| | VENDOR TOTAL: | 171.77 |
| | DIVISION TOTAL: | 2,932.02 |

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| | Invoice Number | Invoice Description | Amount |
|------------------------------|----------------|--------------------------|------------------|
| 604-VEHICLE MAINTENANCE FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 37-VEHICLE REPLACEMENT | | | |
| 1976-STOTZ EQUIPMENT | | | |
| | 63635 | MOWER | 4,950.00 |
| | 63636 | MOWER | 4,950.00 |
| | | VENDOR TOTAL: | 9,900.00 |
| | | DIVISION TOTAL: | 9,900.00 |
| | | DEPARTMENT TOTAL: | 12,832.02 |
| | | FUND TOTAL: | 44,528.31 |

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| Invoice Number | Invoice Description | Amount |
|--|-----------------------------|---------------------|
| 702-LIABILITY INSURANCE FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 38-LIABILITY INSURANCE | | |
| 1415-CONSOLIDATED ENGINEERS INC | | |
| 63445 | ECSC POLE REPAIR | 587.70 |
| | VENDOR TOTAL: | 587.70 |
| 3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED | | |
| 63440 | NOTARY BOND - J BOWMAN | 50.00 |
| 63633 | NOTARY BOND - L BLOCK | 50.00 |
| | VENDOR TOTAL: | 100.00 |
| 1649-L & H INDUSTRIAL INC | | |
| 63576 | REPAIR SUPPORT POLE AT ECSC | 4,017.00 |
| | VENDOR TOTAL: | 4,017.00 |
| | DIVISION TOTAL: | 4,704.70 |
| | DEPARTMENT TOTAL: | 4,704.70 |
| | FUND TOTAL: | 4,704.70 |
| | GRAND TOTAL: | 2,619,130.01 |

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| Invoice Number | Invoice Description | Amount |
|-----------------------------------|-----------------------|--------|
| 001-GENERAL FUND | | |
| 60-ENGINEERING & DEV SERVICES | | |
| 63-PLANNING | | |
| 2476-CAMPBELL COUNTY CLERK OFFICE | | |
| 62997 | COUNTY CLUB LAKE PLAT | 99.00 |
| 62998 | COCKELBUR ANNEX PLAT | 96.00 |
| 62999 | W 12TH ANNEX PLAT | 96.00 |
| | VENDOR TOTAL: | 291.00 |
| | DIVISION TOTAL: | 291.00 |
| | DEPARTMENT TOTAL: | 291.00 |
| | FUND TOTAL: | 291.00 |
| | GRAND TOTAL: | 291.00 |

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| Invoice Number | | Invoice Description | Amount |
|---------------------------------|--|---------------------------|----------|
| 001-GENERAL FUND | | | |
| 25-FINANCE | | | |
| 26-CUSTOMER SERVICE | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| 62832 | | 1ST QTR 2017 UNEMPLOYMENT | 3,423.00 |
| | | VENDOR TOTAL: | 3,423.00 |
| | | DIVISION TOTAL: | 3,423.00 |
| | | DEPARTMENT TOTAL: | 3,423.00 |

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| Invoice Number | Invoice Description | Amount |
|---------------------------------|---------------------------|-----------------|
| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 40-PD ADMINISTRATION | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | |
| 62832 | 1ST QTR 2017 UNEMPLOYMENT | 3,010.00 |
| | VENDOR TOTAL: | 3,010.00 |
| | DIVISION TOTAL: | 3,010.00 |
| 41-DISPATCH | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | |
| 62832 | 1ST QTR 2017 UNEMPLOYMENT | 11.33 |
| | VENDOR TOTAL: | 11.33 |
| | DIVISION TOTAL: | 11.33 |
| | DEPARTMENT TOTAL: | 3,021.33 |

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| | Invoice Number | Invoice Description | Amount |
|---------------------------------|----------------|---------------------------|----------|
| 001-GENERAL FUND | | | |
| 50-PUBLIC WORKS | | | |
| 50-PUBLIC WORKS ADMIN | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| | 62832 | 1ST QTR 2017 UNEMPLOYMENT | 3,423.00 |
| | | VENDOR TOTAL: | 3,423.00 |
| | | DIVISION TOTAL: | 3,423.00 |
| 51-PARKS | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| | 62832 | 1ST QTR 2017 UNEMPLOYMENT | 2,630.51 |
| | | VENDOR TOTAL: | 2,630.51 |
| | | DIVISION TOTAL: | 2,630.51 |
| | | DEPARTMENT TOTAL: | 6,053.51 |

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| Invoice Number | | Invoice Description | Amount |
|---------------------------------|--|---------------------------|-----------|
| 001-GENERAL FUND | | | |
| 60-ENGINEERING & DEV SERVICES | | | |
| 64-CODE COMPLIANCE | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| 62832 | | 1ST QTR 2017 UNEMPLOYMENT | 3,531.00 |
| | | VENDOR TOTAL: | 3,531.00 |
| | | DIVISION TOTAL: | 3,531.00 |
| | | DEPARTMENT TOTAL: | 3,531.00 |
| | | FUND TOTAL: | 16,028.84 |

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| Invoice Number | | Invoice Description | Amount |
|-----------------------------------|--|---------------------------|----------|
| 501-UTILITIES ADMINISTRATION FUND | | | |
| 70-UTILITIES | | | |
| 70-UTILITIES ADMINISTRATION | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| 62832 | | 1ST QTR 2017 UNEMPLOYMENT | 4,401.00 |
| | | VENDOR TOTAL: | 4,401.00 |
| | | DIVISION TOTAL: | 4,401.00 |
| | | DEPARTMENT TOTAL: | 4,401.00 |
| | | FUND TOTAL: | 4,401.00 |

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| Invoice Number | | Invoice Description | Amount |
|---------------------------------|--|---------------------------|--------|
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| 62832 | | 1ST QTR 2017 UNEMPLOYMENT | -0.12 |
| | | VENDOR TOTAL: | -0.12 |
| | | DIVISION TOTAL: | -0.12 |
| | | DEPARTMENT TOTAL: | -0.12 |
| | | FUND TOTAL: | -0.12 |

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| Invoice Number | | Invoice Description | Amount |
|---------------------------------|--|---------------------------|-----------|
| 505-SEWER FUND | | | |
| 70-UTILITIES | | | |
| 75-SEWER | | | |
| 2615-WYOMING DEPT OF EMPLOYMENT | | | |
| 62832 | | 1ST QTR 2017 UNEMPLOYMENT | 3,204.00 |
| | | VENDOR TOTAL: | 3,204.00 |
| | | DIVISION TOTAL: | 3,204.00 |
| | | DEPARTMENT TOTAL: | 3,204.00 |
| | | FUND TOTAL: | 3,204.00 |
| | | GRAND TOTAL: | 23,633.72 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------------------------|----------------|--------------------------------|--------|
| 201-1% FUND | | | |
| 10-ADMINISTRATION | | | |
| 05-1% OPTIONAL SALES TAX | | | |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | | |
| | 63378 | RETAINAGE FOR DONKEY CREEK FES | 958.36 |
| | | VENDOR TOTAL: | 958.36 |
| | | DIVISION TOTAL: | 958.36 |
| | | DEPARTMENT TOTAL: | 958.36 |
| | | FUND TOTAL: | 958.36 |
| | | GRAND TOTAL: | 958.36 |

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| Invoice Number | Invoice Description | Amount |
|-----------------------------|---------------------------------|--------|
| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 40-PD ADMINISTRATION | | |
| 3261-STATE OF WYOMING - DCI | | |
| 63380 | NON-CRIMINAL FINGERPRINT CHECKS | 45.00 |
| | VENDOR TOTAL: | 45.00 |
| | DIVISION TOTAL: | 45.00 |
| | DEPARTMENT TOTAL: | 45.00 |
| | FUND TOTAL: | 45.00 |
| | GRAND TOTAL: | 45.00 |

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| | Invoice Number | Invoice Description | Amount |
|-----------------------|----------------|--|--------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 1381-CITY OF GILLETTE | | | |
| | 63392 | TRANSFER B COCKRUMS STD PAYMENT TO HEALTH FUND | 18.03 |
| | | VENDOR TOTAL: | 18.03 |
| | | DIVISION TOTAL: | 18.03 |
| | | DEPARTMENT TOTAL: | 18.03 |
| | | FUND TOTAL: | 18.03 |
| | | GRAND TOTAL: | 18.03 |

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| Invoice Number | Invoice Description | Amount |
|-----------------------|----------------------------------|--------|
| 001-GENERAL FUND | | |
| 10-ADMINISTRATION | | |
| 02-ADMINISTRATION | | |
| 1381-CITY OF GILLETTE | | |
| 63499 | PETTY CASH REIMBURSEMENT 5/19/17 | 21.00 |
| | VENDOR TOTAL: | 21.00 |
| | DIVISION TOTAL: | 21.00 |
| | DEPARTMENT TOTAL: | 21.00 |

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| Invoice Number | Invoice Description | Amount |
|----------------------------|----------------------------------|--------|
| 001-GENERAL FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 31-CITY CLERK/PRINT SHOP | | |
| 1381-CITY OF GILLETTE | | |
| 63499 | PETTY CASH REIMBURSEMENT 5/19/17 | 33.00 |
| | VENDOR TOTAL: | 33.00 |
| | DIVISION TOTAL: | 33.00 |
| | DEPARTMENT TOTAL: | 33.00 |
| | FUND TOTAL: | 54.00 |

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| | Invoice Number | Invoice Description | Amount |
|-----------------------------------|----------------|----------------------------------|--------|
| 501-UTILITIES ADMINISTRATION FUND | | | |
| 70-UTILITIES | | | |
| 71-ELECTRICAL ENGINEERING | | | |
| 1381-CITY OF GILLETTE | | | |
| | 63499 | PETTY CASH REIMBURSEMENT 5/19/17 | 21.00 |
| | | VENDOR TOTAL: | 21.00 |
| | | DIVISION TOTAL: | 21.00 |
| | | DEPARTMENT TOTAL: | 21.00 |
| | | FUND TOTAL: | 21.00 |

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| Invoice Number | Invoice Description | Amount |
|--------------------------|-------------------------------|----------|
| 502-SOLID WASTE FUND | | |
| 50-PUBLIC WORKS | | |
| 55-SOLID WASTE | | |
| 2789-SERIO-US INDUSTRIES | | |
| 63601 | AUTOMATIC LOCK BAR - COMPLETE | 1,233.81 |
| | VENDOR TOTAL: | 1,233.81 |
| | DIVISION TOTAL: | 1,233.81 |
| | DEPARTMENT TOTAL: | 1,233.81 |
| | FUND TOTAL: | 1,233.81 |
| | GRAND TOTAL: | 1,308.81 |

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| | Invoice Number | Invoice Description | Amount |
|-----------------------|----------------|---------------------|--------|
| 001-GENERAL FUND | | | |
| 10-ADMINISTRATION | | | |
| 04-SPECIAL PROJECTS | | | |
| 1381-CITY OF GILLETTE | | | |
| | 63818 | CHANGE FOR 5K | 250.00 |
| | | VENDOR TOTAL: | 250.00 |
| | | DIVISION TOTAL: | 250.00 |
| | | DEPARTMENT TOTAL: | 250.00 |
| | | FUND TOTAL: | 250.00 |
| | | GRAND TOTAL: | 250.00 |

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| Invoice Number | Invoice Description | Amount |
|--|---|------------------|
| 701-HEALTH INSURANCE FUND | | |
| 20-HUMAN RESOURCES | | |
| 22-HEALTH INSURANCE | | |
| 1344-CAMPBELL COUNTY COORDINATED BENEFITS TRUST | | |
| 63007 | DELTA DENTAL MAY 2017 ADMIN FEES | 907.80 |
| 63381 | MAY 2017 SHORT TERM DISABILITY ADMIN FEES | 123.75 |
| | VENDOR TOTAL: | 1,031.55 |
| 2503-DELTA DENTAL OF WYOMING | | |
| 63005 | APRIL 2017 CLAIMS | 22,323.90 |
| | VENDOR TOTAL: | 22,323.90 |
| 3183-MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS | | |
| 63379 | DATA PROGRAM FEE 1/1-3/31/17 | 1,318.85 |
| | VENDOR TOTAL: | 1,318.85 |
| | DIVISION TOTAL: | 24,674.30 |
| | DEPARTMENT TOTAL: | 24,674.30 |
| | FUND TOTAL: | 24,674.30 |
| | GRAND TOTAL: | 24,674.30 |

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| Invoice Number | Invoice Description | Amount |
|---|--|----------|
| 701-HEALTH INSURANCE FUND | | |
| 20-HUMAN RESOURCES | | |
| 22-HEALTH INSURANCE | | |
| 1344-CAMPBELL COUNTY COORDINATED BENEFITS TRUST | | |
| 63500 | MAY 2017 GALLAGHER CONSULTING SERVCIES | 1,930.55 |
| | VENDOR TOTAL: | 1,930.55 |
| | DIVISION TOTAL: | 1,930.55 |
| | DEPARTMENT TOTAL: | 1,930.55 |
| | FUND TOTAL: | 1,930.55 |
| | GRAND TOTAL: | 1,930.55 |

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| | Invoice Number | Invoice Description | Amount |
|--------------------|----------------|------------------------------|------------------|
| 001-GENERAL FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2672-UMB BANK | | | |
| | 63739 | MARCH 2017 P-CARDS | 61,205.20 |
| | | VENDOR TOTAL: | 61,205.20 |
| 2435-WYOMING STATE | | | |
| | 63744 | APRIL 2017 SALES AND USE TAX | 54.56 |
| | | VENDOR TOTAL: | 54.56 |
| | | DIVISION TOTAL: | 61,259.76 |
| | | DEPARTMENT TOTAL: | 61,259.76 |
| | | FUND TOTAL: | 61,259.76 |

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| | Invoice Number | Invoice Description | Amount |
|-----------------------|----------------|---|---------------------|
| 504-POWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2288-WELLS FARGO BANK | | | |
| | 63740 | WYGEN III SEMI-ANNUAL BOND PAYMENT | 3,104,652.80 |
| | 63741 | DEBT SERVICE FOR CTII SERIES 2014 BONDS | 1,320,249.67 |
| | | VENDOR TOTAL: | 4,424,902.47 |
| 2435-WYOMING STATE | | | |
| | 63744 | APRIL 2017 SALES AND USE TAX | 95,961.56 |
| | | VENDOR TOTAL: | 95,961.56 |
| | | DIVISION TOTAL: | 4,520,864.03 |
| | | DEPARTMENT TOTAL: | 4,520,864.03 |

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| Invoice Number | Invoice Description | Amount |
|--|--|---------------------|
| 504-POWER FUND | | |
| 70-UTILITIES | | |
| 74-POWER | | |
| 2493-BLACK HILLS POWER & LIGHT | | |
| 63732 | 2016 L & R FORECAST SERVICES | 4,421.50 |
| 63733 | 2017 L & R FORECAST SERVICES | 1,200.00 |
| 63734 | APRIL 2017 CTII ENERGY | 5,607.16 |
| 63735 | APRIL 2017 WYGENIII ANCILLARY SERVICES | 158,390.30 |
| 63736 | APRIL 2017 CTII ENERGY | 165,268.75 |
| | VENDOR TOTAL: | 334,887.71 |
| 2697-BLACK HILLS WYOMING LLC | | |
| 63737 | MAY 2017 CTII GROUND LEASE | 3,450.00 |
| 63738 | MAY 2017 CTII CAPITAL AND O&M | 18,648.00 |
| | VENDOR TOTAL: | 22,098.00 |
| 2365-WYODAK RESOURCES DEVELOPMENT CORP | | |
| 63742 | APRIL 2017 WYGEN III COAL | 137,509.79 |
| 63743 | MAY 2017 WYGEN III GROUND LEASE | 34,764.57 |
| | VENDOR TOTAL: | 172,274.36 |
| | DIVISION TOTAL: | 529,260.07 |
| | DEPARTMENT TOTAL: | 529,260.07 |
| | FUND TOTAL: | 5,050,124.10 |

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| Invoice Number | | Invoice Description | Amount |
|--------------------|--|------------------------------|--------|
| 505-SEWER FUND | | | |
| 00-UNDEFINED | | | |
| 00-UNDEFINED | | | |
| 2435-WYOMING STATE | | | |
| 63744 | | APRIL 2017 SALES AND USE TAX | 548.50 |
| | | VENDOR TOTAL: | 548.50 |
| | | DIVISION TOTAL: | 548.50 |
| | | DEPARTMENT TOTAL: | 548.50 |
| | | FUND TOTAL: | 548.50 |

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| | Invoice Number | Invoice Description | Amount |
|--|-------------------------|---------------------|--------------|
| 701-HEALTH INSURANCE FUND | | | |
| 20-HUMAN RESOURCES | | | |
| 22-HEALTH INSURANCE | | | |
| 2557-BLUE CROSS BLUE SHIELD OF WYOMING | | | |
| 63751 | WEEKLY CLAIMS LISTING | | 85,874.63 |
| 63752 | WEEKLY CLAIMS LISTING | | 122,776.78 |
| | | VENDOR TOTAL: | 208,651.41 |
| 2555-EXPRESS SCRIPTS INC | | | |
| 63753 | PRESCRIPTION DRUG COSTS | | 9,955.50 |
| 63754 | PRESCIPRTION DRUG COSTS | | 10,728.89 |
| | | VENDOR TOTAL: | 20,684.39 |
| 2586-TOTAL ADMINISTRATION SERVICES CORP. | | | |
| 63755 | MAY 2017 ADMIN FEES | | 536.31 |
| 63756 | APRIL 2017 COBRA FEES | | 56.50 |
| | | VENDOR TOTAL: | 592.81 |
| | | DIVISION TOTAL: | 229,928.61 |
| | | DEPARTMENT TOTAL: | 229,928.61 |
| | | FUND TOTAL: | 229,928.61 |
| | | GRAND TOTAL: | 5,341,860.97 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------------------|--|-----------------|
| 001-GENERAL FUND | | |
| 10-ADMINISTRATION | | |
| 01-MAYOR & COUNCIL | | |
| 66666-MISC P-CARD VENDOR | | |
| 63049 | ADMINISTRATION SUPPLIES | 8.54 |
| 63050 | NEWY BREAKFAST - FEBRUARY | 165.00 |
| 63086 | LUNCH MTG - MAYOR, CARTER, PATTI | 57.80 |
| 63101 | ADMINISTRATION SUPPLIES | 30.86 |
| 63103 | CITY COUNCIL MTG - CATERING | 235.00 |
| 63183 | LUNCH MTG - MAYOR, CARTER, PATTI | 81.60 |
| 63185 | PAPA JOHNS PIZZA - WORK SESSION & PLANNING MTG | 95.28 |
| 63247 | PLOTTER PAPER FOR AOA POSTERS | 100.66 |
| 63334 | CITY COUNCIL MTG DINNER | 235.00 |
| 63341 | DINNER MTG - CLEAN COAL TECHNOLOGY - MAYOR WILL RE | 125.96 |
| 63357 | NEWY MTG BREAKFAST | 165.00 |
| 63390 | WORK SESSION AND PLANNING MEETING | 73.30 |
| | VENDOR TOTAL: | 1,374.00 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63137 | PAPER FOR CMW POSTCARDS | 13.99 |
| | VENDOR TOTAL: | 13.99 |
| 2050-PRIME RIB RESTAURANT | | |
| 63272 | LUNCH MTG - MAYOR, CARTER, PATTI | 55.68 |
| | VENDOR TOTAL: | 55.68 |
| | DIVISION TOTAL: | 1,443.67 |
| 02-ADMINISTRATION | | |
| 66666-MISC P-CARD VENDOR | | |
| 63102 | CITIZEN ADVISORY BOARD TRAINING - FOOD | 109.14 |
| 63305 | CARTER HOTEL - WAM BOARD MTG IN JACKSON | 258.00 |
| 63306 | BUDGET MTG LUNCH - CARTER, TOM, MICHELLE | 30.74 |
| 63333 | FINANCE COMMITTEE LUNCH MTG | 96.00 |
| 63363 | FACEBOOK ADVERTISING | 138.74 |
| 63373 | DEX*ONE - ADVERTISING | 40.00 |
| 63391 | CASPER STAR TRIBUNE SUBSCRIPTION | 12.00 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------------------|--|---------------|
| 001-GENERAL FUND | | |
| 10-ADMINISTRATION | | |
| 02-ADMINISTRATION | | |
| | VENDOR TOTAL: | 684.62 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63184 | SUPPLIES FOR ANNUAL REPORT | 83.98 |
| | VENDOR TOTAL: | 83.98 |
| | DIVISION TOTAL: | 768.60 |
| 03-PUBLIC ACCESS | | |
| 66666-MISC P-CARD VENDOR | | |
| 63048 | TRAINING SERVICE FOR GPA STAFF | 359.88 |
| 63219 | PAPER FOR GRADUATION DVD ORDER FORMS | 15.98 |
| 63301 | BLUETOOTH REMOTE FOR IPAD | 26.24 |
| 63302 | MIC FOR IPAD - FOR COUNCIL COMMENT | 61.95 |
| 63338 | REPAIR OF TRI-POD HEAD | 144.00 |
| | VENDOR TOTAL: | 608.05 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63246 | PAPER FOR COLLEGE GRADUATION DVD ORDER FORMS | 7.99 |
| | VENDOR TOTAL: | 7.99 |
| | DIVISION TOTAL: | 616.04 |
| 04-SPECIAL PROJECTS | | |
| 66666-MISC P-CARD VENDOR | | |
| 63021 | WAL-MART #1485-CONTAINERS FOR ENERGY DRINK PRESENT | 16.19 |
| 63223 | PRINTED GIFT BAGS DEPOSIT/WAM CONVENTION | 197.50 |
| 63224 | TISSUE/WRAPHIA FOR GIFT BAGS-WAM CONVENTION | 104.51 |
| 63228 | KUM & GO #961-ENERGY DRINKS FOR WELLNESS PRESENTAT | 31.23 |
| 63294 | TIN DRINK TUBS/WAM CONVENTION | 127.74 |
| 63337 | Amazon.com-EXERCISE BALLS FOR FITNESS ROOM | 43.40 |
| 63350 | PLASTIC DRINK TUBS/WAM CONVENTION | 23.84 |
| | VENDOR TOTAL: | 544.41 |

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| Invoice Number | | Invoice Description | Amount |
|------------------------------|-------|--|----------|
| 001-GENERAL FUND | | | |
| 10-ADMINISTRATION | | | |
| 04-SPECIAL PROJECTS | | | |
| 2400-WYOMING WATER SOLUTIONS | | | |
| | 63157 | WYOMING WATER SOLUTIONS-FITNESS ROOM WATER | 71.50 |
| | | VENDOR TOTAL: | 71.50 |
| | | DIVISION TOTAL: | 615.91 |
| | | DEPARTMENT TOTAL: | 3,444.22 |

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| Invoice Number | | Invoice Description | Amount |
|-------------------------------------|---|---------------------|--------|
| 001-GENERAL FUND | | | |
| 15-ATTORNEY | | | |
| 15-ATTORNEY | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| 63297 | BUSINESS CARD HOLDER, POST ITS, PAPER CLIPS | | 10.61 |
| | | VENDOR TOTAL: | 10.61 |
| | | DIVISION TOTAL: | 10.61 |
| | | DEPARTMENT TOTAL: | 10.61 |

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| Invoice Number | Invoice Description | Amount |
|---------------------------|--|---------------|
| 001-GENERAL FUND | | |
| 20-HUMAN RESOURCES | | |
| 20-HUMAN RESOURCES | | |
| 66666-MISC P-CARD VENDOR | | |
| 63125 | IN *INNOVATIVE CREDIT-PD APPLICANT CREDIT REPORT | 25.00 |
| 63149 | Acadiana-TRAVEL/MEALS SHRM CONF DC | 62.31 |
| 63204 | RENAISSANCE DC DNTOWN-TRAVEL/ACCOMODATIONS SHRM CO | 70.00 |
| 63332 | FIREROCK STEAKHOUSE-TRAVEL/MEALS WAMCAT PRESENTATI | 37.36 |
| 63339 | CMON INN EVANSVILLE-TRAVEL/ACCOMODATIONS WAMCAT PR | 89.00 |
| | VENDOR TOTAL: | 283.67 |
| | DIVISION TOTAL: | 283.67 |
| 21-SAFETY | | |
| 66666-MISC P-CARD VENDOR | | |
| 63108 | SILVER CREEK STEAKHOUSE - PRSC MEETING | 15.68 |
| | VENDOR TOTAL: | 15.68 |
| | DIVISION TOTAL: | 15.68 |
| | DEPARTMENT TOTAL: | 299.35 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------------------|--|-----------------|
| 001-GENERAL FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 31-CITY CLERK/PRINT SHOP | | |
| 66666-MISC P-CARD VENDOR | | |
| 63090 | EBAY MONTHLY FEES | 55.36 |
| 63201 | NETSTAMPS | 199.95 |
| 63245 | SHIPPING LABELS | 59.95 |
| 63327 | POSTAGE | 1,299.00 |
| | VENDOR TOTAL: | 1,614.26 |
| | DIVISION TOTAL: | 1,614.26 |
| 33-MAINT OF CITY BUILDINGS | | |
| 66666-MISC P-CARD VENDOR | | |
| 63056 | WO #35007 OUTSIDE LIGHTS FOR ANIMAL CONTROL | 49.48 |
| 63073 | WO #38610 ACCESS POINT FOR DALBEY PARK ANNEX | 299.00 |
| 63078 | WATERLESS URINALS INSTALL | 28.24 |
| 63079 | WO #38815 NEW FIXTURES IN 1ST FLOOR MEN'S ROOM | 0.32 |
| 63091 | WO #38713 PARTS FOR NEW PARKS BLDG | 64.12 |
| 63193 | NUMBERS FOR HVAC ASSETS | 34.00 |
| 63258 | WO #38721 TOILET SEAT FOR WOMEN'S RESTROOM BY COMM | 101.68 |
| 63259 | WO #39067 LIGHT IN MEN'S LOCKER ROOM AT A.C.O. | 37.64 |
| 63285 | WO #39266 BUBBLE WRAP FOR AUCTION ITEMS; WO #39271 | 166.91 |
| 63286 | WO #39269 SALT FOR SOFTENER AT CITY HALL | 59.30 |
| 63348 | WO #39431 VICE ATTACHMENT FOR WORK TRUCK | 207.94 |
| | VENDOR TOTAL: | 1,048.63 |
| 1511-NORCO INC | | |
| 63112 | CUSTODIAL SUPPLIES | 171.21 |
| | VENDOR TOTAL: | 171.21 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63134 | REPLACEMENT TAPES FOR F.M. LABEL MAKER | 17.84 |
| | VENDOR TOTAL: | 17.84 |
| 2401-WYOMING WORK WAREHOUSE INC | | |
| 63211 | STEEL TOE WORK BOOTS | 132.29 |
| | VENDOR TOTAL: | 132.29 |

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| Invoice Number | Invoice Description | Amount |
|----------------------------|---|-----------------|
| 001-GENERAL FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| | DIVISION TOTAL: | 1,369.97 |
| 34-INFORMATION TECHNOLOGY | | |
| 66666-MISC P-CARD VENDOR | | |
| 63019 | WO #38606 UPS BATTERIES | 181.00 |
| 63037 | WO #38611 POWER SUPPLY FOR DRAGONWAVE RADIO | 87.43 |
| 63038 | WO # 38611 TAX REFUND | -4.16 |
| 63075 | WO #38610 DALBEY PARK ANNEX | 13.43 |
| 63076 | WO #38610 DALBEY PARK ANNEX | 112.61 |
| 63110 | WO #37648 DVI CABLE | 36.90 |
| 63123 | WO #38886 REPLACEMENT KEYS FOR CITY POOL | 7.92 |
| 63139 | WO #38953 REPLACEMENT CHAMBERS UPS | 251.94 |
| 63202 | WO #39045 PRINTER TRAY 2 SERVICE KIT | 32.38 |
| 63236 | POS CARD READER POWER SUPPLY X 12 | 299.88 |
| 63257 | WO #29178 CAT 5E CORD ENDS | 39.80 |
| 63314 | POS CARD READER USB CABLES | 243.84 |
| 63328 | SCREEN WIPES | 14.99 |
| 63349 | WO #39275 MEMORY UPGRADE FOR GPA | 487.68 |
| | VENDOR TOTAL: | 1,805.64 |
| | DIVISION TOTAL: | 1,805.64 |
| | DEPARTMENT TOTAL: | 4,789.87 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------------|--|-----------------|
| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 40-PD ADMINISTRATION | | |
| 1150-BEAR'S NATURALLY CLEAN | | |
| 63114 | BEARS NATURALLY CLEAN IN - FEBRUARY DRY CLEANING | 319.40 |
| | VENDOR TOTAL: | 319.40 |
| 66666-MISC P-CARD VENDOR | | |
| 63033 | WO #38598 TABLET KEYBOARD | 263.50 |
| 63074 | WO #38791 SCANNERS FOR PATROL STATIONS @ SO | 379.98 |
| 63104 | ANIMAL MEDICAL CENTER OF - MUSSELL K9 ANIMAL CARE | 46.75 |
| 63142 | ANIMAL MEDICAL CENTER OF - ROESNER K9 ANIMAL CARE | 24.00 |
| 63145 | SAFARILAND - LILE LESS LETHAL COURSE | 447.50 |
| 63151 | PP*Lori Emmert - HLOUCAL WASCOP CONFERENCE | 185.00 |
| 63159 | ANIMAL MEDICAL CENTER OF - JOHNSON K9 ANIMAL CARE | 85.40 |
| 63198 | AMAZON MKTPLACE PMTS - DICTAPHONE FOR PATROL | 41.29 |
| 63242 | PP*Lori Emmert - MARCUS TRAINING | 400.00 |
| 63243 | PP*Lori Emmert - ALGER TRAINING | 400.00 |
| 63248 | ALBERTSONS STO00000679 - WASSON & BROTHERS 20 YEAR | 71.41 |
| 63335 | CREATIVE SERVICES OF NEW - JUNIOR POLICE BADGES FO | 206.95 |
| 63336 | PROMOTIONS NOW - ERASERS FOR KIDS TOURS | 386.03 |
| 63351 | AMAZON MKTPLACE PMTS - DICTAPHONE FOR OFFICERS | 437.70 |
| | VENDOR TOTAL: | 3,375.51 |
| 1810-SIRCHIE FINGER PRINT LAB | | |
| 63322 | SIRCHIE FINGER PRINT LABO - METHAMPHETAMINE TEST K | 267.28 |
| | VENDOR TOTAL: | 267.28 |
| 2400-WYOMING WATER SOLUTIONS | | |
| 63225 | WYOMING WATER SOLUTIONS - WATER FOR PD | 161.00 |
| | VENDOR TOTAL: | 161.00 |
| | DIVISION TOTAL: | 4,123.19 |
| 42-VOCA/VAWA | | |
| 66666-MISC P-CARD VENDOR | | |
| 63162 | EXXONMOBIL 45948759 - GAS CARDS FOR EMERGENCY F | 100.00 |
| 63163 | POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES | 32.45 |

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|---|--|---------------|
| 001-GENERAL FUND | | |
| 40-POLICE DEPARTMENT | | |
| 42-VOCA/VAWA | | |
| 66666-MISC P-CARD VENDOR | | |
| 63164 | RAMADA GILLETTE - HOTEL FOR EMERGENCY FINANCIAL | 74.00 |
| 63295 | WM SUPERCENTER #1485 - EMERGENCY FINANCIAL - PHONE | 49.88 |
| | VENDOR TOTAL: | 256.33 |
| | DIVISION TOTAL: | 256.33 |
| 45-ANIMAL SHELTER | | |
| 1064-ANIMAL MEDICAL CENTER OF WYOMING LLC | | |
| 63083 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER / GINGER | 85.00 |
| 63131 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER | 50.00 |
| 63144 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER FOR DITC | 150.00 |
| 63160 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER / RABIES | 56.00 |
| 63231 | COMMUNITY VETERINARY CLIN - RABIES | 6.00 |
| 63244 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER | 50.00 |
| 63374 | COMMUNITY VETERINARY CLIN - RABIES | 6.00 |
| 63375 | COMMUNITY VETERINARY CLIN - SPAY & NEUTER FOR PINA | 50.00 |
| | VENDOR TOTAL: | 453.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63046 | RED HILLS VETERINARY HOSP - SPAY & NEUTER | 50.00 |
| 63062 | RED HILLS VETERINARY HOSP - SPAY & NEUTER | 100.00 |
| 63063 | RED HILLS VETERINARY HOSP - CARD ACCIDENTALLY CRED | -50.00 |
| 63068 | GALLS - UNIFORMS FOR SHELTER | 137.94 |
| 63084 | RED HILLS VETERINARY HOSP - SPAY & NEUTER, RABIES | 101.50 |
| 63161 | RED HILLS VETERINARY HOSP - SPAY & NEUTER | 50.00 |
| 63199 | COMMUNITY VETERINARY CLIN - RABIES | 12.00 |
| 63269 | ANIMAL MEDICAL CENTER OF - SPAY & NEUTER | 50.00 |
| 63270 | RED HILLS VETERINARY HOSP - SPAY & NEUTER | 50.00 |
| 63296 | FEDEX 785997199092 - RETURN UNIFORMS | 24.01 |
| 63323 | RED HILLS VETERINARY HOSP - SPAY & NEUTER | 50.00 |
| | VENDOR TOTAL: | 575.45 |

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| 001-GENERAL FUND | | | |
| 40-POLICE DEPARTMENT | | | |
| 45-ANIMAL SHELTER | | | |
| 2401-WYOMING WORK WAREHOUSE INC | | | |
| | 63146 | WYOMING WORK WAREHOUSE - HANDRAN UNIFORM BOOTS | 104.39 |
| | | VENDOR TOTAL: | 104.39 |
| | | DIVISION TOTAL: | 1,132.84 |
| | | DEPARTMENT TOTAL: | 5,512.36 |

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| Invoice Number | Invoice Description | Amount |
|--|---|---------------|
| 001-GENERAL FUND | | |
| 50-PUBLIC WORKS | | |
| 50-PUBLIC WORKS ADMIN | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERHSIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63203 | AMAZON.COM AMZN.COM/BILL BOOKS | 83.16 |
| 63304 | WM SUPERCENTER #1485 BUSINESS CARDS FOR T TYRRELL | 13.94 |
| | VENDOR TOTAL: | 97.10 |
| | DIVISION TOTAL: | 267.10 |
| 51-PARKS | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERHSIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63020 | MENARDS GILLETTE WY PARKS MAINT BLDG | 26.87 |
| 63106 | MENARDS GILLETTE WY FIREHOUSE HARDWARE FOR TOOL | 8.66 |
| 63132 | PAYPAL *CPOWYOMINGL J WRIGHT, CERITFIED POOL OPE | 295.00 |
| 63133 | IN *SKIP TO MY LOU CATERI PARKS BOARD MEAL | 157.00 |
| 63156 | THE HOME DEPOT #6005 MASON TWINE & LINE LEVELS | 26.77 |
| 63177 | BOMGAARS #66 GILLETTE REPLACEMENT CHARGER FOR CO | 24.99 |
| 63194 | MENARDS GILLETTE WY LAG BOLTS FOR SHELIVING OLD | 3.89 |
| 63210 | THE HOME DEPOT #6005 STRING & LEVELS FOR LEVELIN | 15.80 |
| 63251 | GILLETTE CONTRACTORS S FIRE HOUSE WATER FILL LIN | 129.84 |
| 63252 | GILLETTE CONTRACTORS S FIRE HOUSE WATER FILL LI | 101.21 |
| 63263 | THE HOME DEPOT #6005 SWING FOR BOYS & GIRLS CLUB | 24.46 |
| 63308 | MENARDS GILLETTE WY FIRE HOUSE WATER FILL LINE | 13.15 |
| | VENDOR TOTAL: | 827.64 |
| 2038-POWDER RIVER POWER | | |
| 63250 | POWDER RIVER POWER FIRE HOUSE WATER FILL LINE | 39.50 |
| 63342 | POWDER RIVER POWER FIRE HOUSE WATER FILL LINE | 53.58 |
| | VENDOR TOTAL: | 93.08 |

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| Invoice Number | Invoice Description | Amount |
|--|--|-----------------|
| 001-GENERAL FUND | | |
| 50-PUBLIC WORKS | | |
| 51-PARKS | | |
| 2050-PRIME RIB RESTAURANT | | |
| 63055 | THE PRIME RIB RESTAURA PD \$125.00 W GOLD BUCKS FO | 79.32 |
| | VENDOR TOTAL: | 79.32 |
| 2123-RECORD SUPPLY INC NAPA | | |
| 63262 | RECORD SUPPLY INC-MAIN PLAYGROUND TOOL REPAIRS | 152.20 |
| | VENDOR TOTAL: | 152.20 |
| | DIVISION TOTAL: | 1,322.24 |
| 52-POOL | | |
| 66666-MISC P-CARD VENDOR | | |
| 63036 | THE HOME DEPOT #6005 PLUMBING PARTS FOR CITY POOL | 29.36 |
| 63081 | THE HOME DEPOT #6005 PLUMBING PARTS FOR CITY POOL | 45.40 |
| 63092 | THE HOME DEPOT #6005 FITTINGS FOR POOL PLUMBING | 14.51 |
| 63093 | THE HOME DEPOT #6005 RETURNED PARTS FOR POOL | -17.97 |
| 63124 | WO #38886 CITY POOL - UPS FOR IT EQUIPMENT | 79.99 |
| 63290 | SHERWIN WILLIAMS 703205 CITY POOL FRONT ENTRY | 219.40 |
| 63343 | GILLETTE CONTRACTORS S ADAPTER FOR SURGE DRAIN P | 39.89 |
| | VENDOR TOTAL: | 410.58 |
| | DIVISION TOTAL: | 410.58 |
| 53-FORESTRY | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERHSIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63209 | HARDHATTRAINING.COM SKID STEER TRAINING MODULE | 409.00 |
| 63237 | MENARDS GILLETTE WY MATERIAL FOR NEW PARK SHOP/O | 94.63 |
| 63260 | MENARDS GILLETTE WY RETURN-WRONG SELF TAPPER | 7.24 |
| 63261 | MENARDS GILLETTE WY BOX OF SELF TAPPER | 12.67 |
| | VENDOR TOTAL: | 523.54 |
| | DIVISION TOTAL: | 693.54 |

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| Invoice Number | Invoice Description | Amount |
|--|---|---------------|
| 001-GENERAL FUND | | |
| 50-PUBLIC WORKS | | |
| 54-STREETS | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERSHIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 2434-AMERICAN WELDING & GAS INC | | |
| 63253 | AMERICAN WELDING OXYGEN COMPRESSED | 31.25 |
| | VENDOR TOTAL: | 31.25 |
| 66666-MISC P-CARD VENDOR | | |
| 63014 | MENARDS GILLETTE WY CEMENT FOR CONCRETE REPAIRS | 21.38 |
| 63015 | THE HOME DEPOT #6005 SCREWS FOR CONCRETE REPAIR | 11.35 |
| 63029 | THE HOME DEPOT #6005 BUCKETS AND MATERIALS FOR | 16.86 |
| 63051 | FIREMASTER HOSE NOZZLE FOR SWEEPER CLEANING | 21.00 |
| 63080 | FASTENAL COMPANY01 3RD ST PLAZA SCREW REPLACEMENT | 3.28 |
| 63087 | THE HOME DEPOT #6005 BOARDS FOR CONCRETE FORMS, | 7.58 |
| 63088 | THE HOME DEPOT #6005 BOARDS FOR CONCRETE FORMS/ | 7.58 |
| 63126 | FARMERS CO OP ASSN PROPANE BOTTLE REFILL, USE ON | 7.98 |
| 63127 | FASTENAL COMPANY01 PAINT/PRIMER FOR POLES/GATE A | 43.88 |
| 63168 | HARDHATTRAINING.COM LOADER OPERATOR TRAINING FOR | 409.00 |
| 63186 | THE HOME DEPOT #6005 CONCRETE SEALANT FOR MANHOL | 43.20 |
| 63207 | MENARDS GILLETTE WY CEMENT FOR CONCRETE REPAIR | 10.69 |
| 63213 | FIREMASTER NOZZLE FOR CLEANING SWEEPERS | 21.00 |
| 63264 | SPORTSMANS WAREHOUSE 255 SAFETY BOOTS FOR J WRI | 150.00 |
| 63288 | MENARDS GILLETTE WY TOOL BOX FOR WELL TRUCK HAN | 18.98 |
| 63289 | THE HOME DEPOT #6005 SCRUB BRUSHES FOR CLEANING | 34.95 |
| | VENDOR TOTAL: | 828.71 |
| 1511-NORCO INC | | |
| 63016 | NORCO INC WELDING GAS REFILL | 100.83 |
| | VENDOR TOTAL: | 100.83 |
| 2563-PACIFIC STEEL & RECYCLING | | |
| 63017 | PACIFIC STEEL & RECYC #17 METAL FOR EDGE OF MA | 47.92 |
| | VENDOR TOTAL: | 47.92 |

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| Invoice Number | Invoice Description | Amount |
|---------------------------------|--|-----------------|
| 001-GENERAL FUND | | |
| 50-PUBLIC WORKS | | |
| 54-STREETS | | |
| 2038-POWDER RIVER POWER | | |
| 63292 | POWDER RIVER POWER PUMP AND HOSE FITTINGS WATER | 231.48 |
| | VENDOR TOTAL: | 231.48 |
| 2401-WYOMING WORK WAREHOUSE INC | | |
| 63030 | WYOMING WORK WAREHOUSE SAFETY BOOTS - N SCHERRY | 150.00 |
| 63031 | WYOMING WORK WAREHOUSE SAFETY BOOTS M WEBB | 145.79 |
| 63035 | WYOMING WORK WAREHOUSE SAFETY BOOTS FOR S LAYMAN | 130.49 |
| 63171 | WYOMING WORK WAREHOUSE SAFETY BOOTS FOR L MEIDIN | 147.59 |
| 63172 | WYOMING WORK WAREHOUSE SAFETY BOOTS L TAYLOR | 116.99 |
| | VENDOR TOTAL: | 690.86 |
| | DIVISION TOTAL: | 2,101.05 |
| | DEPARTMENT TOTAL: | 4,794.51 |

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| Invoice Number | Invoice Description | Amount |
|--|---|---------------|
| 001-GENERAL FUND | | |
| 60-ENGINEERING & DEV SERVICES | | |
| 60-ENGINEERING | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERSHIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63389 | MARCH PWUAC MEETING DINNER | 166.25 |
| | VENDOR TOTAL: | 166.25 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63386 | OFFICE & SAFETY SUPPLIES | 60.60 |
| | VENDOR TOTAL: | 60.60 |
| 2424-UNIVERSITY OF WYOMING | | |
| 63385 | LPA CERTIFICATION CLASS - HEATH & TODD | 130.00 |
| | VENDOR TOTAL: | 130.00 |
| | DIVISION TOTAL: | 526.85 |
| 61-BUILDING INSPECTION | | |
| 66666-MISC P-CARD VENDOR | | |
| 63148 | NFPA NATL FIRE PROTECT - YEARLY MEMBERSHIP DUES | 175.00 |
| | VENDOR TOTAL: | 175.00 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63220 | POWDER RIVER OFFICE SUPPLY - OFFICE SUPPLIES | 71.99 |
| | VENDOR TOTAL: | 71.99 |
| | DIVISION TOTAL: | 246.99 |
| 62-TRAFFIC SAFETY | | |
| 66666-MISC P-CARD VENDOR | | |
| 63053 | CONCRETE REDDI MIX - SIGN SUPPLIES | 288.40 |
| 63067 | BOLTS - SIGN SUPPLIES | 8.47 |
| 63175 | TRAFFIC SIGNAL UNIT WIRE | 53.00 |
| 63188 | PLASTIC TIES - SIGNAL SUPPLIES | 2.60 |
| 63189 | TRAFFIC SIGNAL BBU BATTERY | 152.43 |
| 63190 | TRAFFIC SIGNAL 14 GAUGE WIRE | 17.67 |
| 63235 | TRAFFIC SIGNAL BATTERY SUPPLIES | 12.71 |

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| Invoice Number | Invoice Description | Amount |
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| 001-GENERAL FUND | | |
| 60-ENGINEERING & DEV SERVICES | | |
| 62-TRAFFIC SAFETY | | |
| 66666-MISC P-CARD VENDOR | | |
| 63278 | SLEDGE HAMMER - TOOLS | 49.18 |
| 63312 | SAW BLADS - SIGN SUPPLIES | 30.34 |
| 63346 | PLASTIC TIES - SIGNAL SUPPLIES | 4.62 |
| 63362 | TRAFFIC SIGNAL MONITOR CABLE | 4.74 |
| | VENDOR TOTAL: | 624.16 |
| | DIVISION TOTAL: | 624.16 |
| 63-PLANNING | | |
| 66666-MISC P-CARD VENDOR | | |
| 63185 | PAPA JOHNS PIZZA - WORK SESSION & PLANNING MTG | 47.63 |
| 63388 | MAP ROOM PLAN HOLDER STRIPS | 114.23 |
| 63390 | WORK SESSION AND PLANNING MEETING | 36.64 |
| | VENDOR TOTAL: | 198.50 |
| 1482-NEWS RECORD | | |
| 63143 | NEWS RECORD SUBSCRIPTION | 40.00 |
| | VENDOR TOTAL: | 40.00 |
| | DIVISION TOTAL: | 238.50 |
| | DEPARTMENT TOTAL: | 1,636.50 |
| | FUND TOTAL: | 20,487.42 |

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| 201-1% FUND | | | |
| 10-ADMINISTRATION | | | |
| 05-1% OPTIONAL SALES TAX | | | |
| 66666-MISC P-CARD VENDOR | | | |
| | 63200 | GRADE STAKES - DALBEY PATHWAY 16EN04 | 7.54 |
| | 63324 | SURVEYING SUPPLIES - DALBEY PATHWAY 16EN04 | 46.49 |
| | | VENDOR TOTAL: | 54.03 |
| | | DIVISION TOTAL: | 54.03 |
| | | DEPARTMENT TOTAL: | 54.03 |
| | | FUND TOTAL: | 54.03 |

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| Invoice Number | Invoice Description | Amount |
|--|--|-----------------|
| 501-UTILITIES ADMINISTRATION FUND | | |
| 70-UTILITIES | | |
| 70-UTILITIES ADMINISTRATION | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERHSIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 66666-MISC P-CARD VENDOR | | |
| 63025 | GRAPHING PAPER/DRY ERASE MARKERS | 35.53 |
| 63320 | DRY ERASE MARKER SETS | 8.98 |
| 63321 | ENGINEERING GRAPH PAPER PADS | 76.93 |
| | VENDOR TOTAL: | 121.44 |
| | DIVISION TOTAL: | 291.44 |
| 71-ELECTRICAL ENGINEERING | | |
| 66666-MISC P-CARD VENDOR | | |
| 63026 | MILSOFT USER CONFERENCE | 1,495.00 |
| 63047 | AIRFARE FOR MILSOFT USER CONFERENCE | 200.00 |
| 63191 | HP PRINTER CARTRIDGES - OFFICE SUPPLIES | 453.54 |
| 63205 | PUBLIC POWER MANAGER CERTIFICATION PROGRAM - AMER | 2,400.00 |
| 63206 | PUBLIC POWER MANAGER CERTIFICATION PROGRAM - UNITE | 517.40 |
| 63215 | APPA TRAINING | 2,400.00 |
| 63216 | AIRFARE FOR APPA TRAINING | 517.40 |
| 63221 | NAILS FOR TAG HOLDERS | 10.47 |
| 63249 | ELECTRICAL POWER CONFERENCE - ACCESS INTELLIGENCE | -396.00 |
| | VENDOR TOTAL: | 7,597.81 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63098 | 5 REAMS OF 11X17 COPY PAPER FOR ELECTRICAL ENGINEE | 59.95 |
| | VENDOR TOTAL: | 59.95 |
| | DIVISION TOTAL: | 7,657.76 |

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| Invoice Number | Invoice Description | Amount |
|-----------------------------------|-----------------------------|----------|
| 501-UTILITIES ADMINISTRATION FUND | | |
| 70-UTILITIES | | |
| 76-SCADA | | |
| 1197-BORDER STATES ELECTRIC | | |
| 63058 | Calibration & Process Meter | 1,125.00 |
| | VENDOR TOTAL: | 1,125.00 |
| | DIVISION TOTAL: | 1,125.00 |
| | DEPARTMENT TOTAL: | 9,074.20 |
| | FUND TOTAL: | 9,074.20 |

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| Invoice Number | Invoice Description | Amount |
|--|---|---------------|
| 502-SOLID WASTE FUND | | |
| 50-PUBLIC WORKS | | |
| 55-SOLID WASTE | | |
| 1056-AMERICAN PUBLIC WORKS ASSOCIATION | | |
| 63387 | APWA MEMBERSHIP RENEWAL | 170.00 |
| | VENDOR TOTAL: | 170.00 |
| 2434-AMERICAN WELDING & GAS INC | | |
| 63331 | AMERICAN WELDI SLEEVES TO PROTECT CLOTHING WHILE | 21.66 |
| | VENDOR TOTAL: | 21.66 |
| 66666-MISC P-CARD VENDOR | | |
| 63028 | RECORD SUPPLY INC-MAIN ITEMS TO HELP REPAIR 3 Y | 14.97 |
| 63085 | THE HOME DEPOT #6005 ITEMS USED TO REPAIR 3 YRDRS | 287.89 |
| 63111 | IN *SKIP TO MY LOU CATERI SOLID WASTE TEAM BLDG | 153.00 |
| 63233 | FASTENAL COMPANY01 WASHERS FOR 3 YRDRS | 6.53 |
| 63303 | SPORTSMANS WAREHOUSE 255 SAFETY BOOTS W LOPATA | 85.25 |
| 63377 | THE HOME DEPOT #6005 BOLTS & SCREWS FOR LOCKS O | 64.08 |
| | VENDOR TOTAL: | 611.72 |
| | DIVISION TOTAL: | 803.38 |
| | DEPARTMENT TOTAL: | 803.38 |
| | FUND TOTAL: | 803.38 |

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| Invoice Number | Invoice Description | Amount |
|---------------------------------|--|-----------------|
| 503-WATER FUND | | |
| 70-UTILITIES | | |
| 73-WATER | | |
| 2594-BOMGAARS SUPPLY | | |
| 63273 | SAFETY BOOTS | 134.99 |
| 63276 | UNION FOR PSS5 REPAIR | 7.38 |
| | VENDOR TOTAL: | 142.37 |
| 1197-BORDER STATES ELECTRIC | | |
| 63099 | WAT - REGIONAL MAINT | 51.25 |
| 63217 | WAT - BLDG MAINT | 916.00 |
| 63218 | WAT - S 27 PLC UPGRADE | 324.78 |
| 63326 | WAT - S 27 PLC UPGRADE | 361.03 |
| | VENDOR TOTAL: | 1,653.06 |
| 1716-EDGE CONSTRUCTION SUPPLY | | |
| 63018 | REPLACEMENT WIRE CUTTERS AND CUTTING WHEEL FOR TUB | 48.36 |
| 63066 | REPLACEMENT TOOL FOR 129 | 25.55 |
| 63344 | TOOLS FOR PUMP STATIONS | 643.36 |
| | VENDOR TOTAL: | 717.27 |
| 1947-GILLETTE WINNELSON COMPANY | | |
| 63274 | SAND CLOTH FOR CLEANING COPPER TUBING | 37.23 |
| | VENDOR TOTAL: | 37.23 |
| 66666-MISC P-CARD VENDOR | | |
| 63052 | SHIPPING FOR CL-2 MONITOR | 14.66 |
| 63105 | WATER HEATER AT MADISON | 179.00 |
| 63118 | TOOLS FOR UNIT 104 | 57.96 |
| 63119 | S-22 REPAIRS | 161.51 |
| 63141 | REPLACEMENT BOLT CUTTER FOR UNIT 104 | 80.52 |
| 63150 | PRESENTATION FOR RECOGNITION OF GREG BOWMAN FOR SU | 12.50 |
| 63169 | SILICONE FOR SEALING DOOR LOCKS | 17.98 |
| 63174 | CONCRETE BITS AND SCREWS FOR MADISON VAULT VENT | 17.88 |
| 63187 | PARTS FOR S-22 | 29.50 |
| 63192 | WO #38724 WARLOW WATER LOAD OUT WIRELESS | 479.90 |
| 63208 | BUG SPRAY, ITEMS TO CLEAN FACILITIES, SILICON FOR | 85.87 |

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| Invoice Number | Invoice Description | Amount |
|-------------------------------------|--|-----------------|
| 503-WATER FUND | | |
| 70-UTILITIES | | |
| 73-WATER | | |
| 66666-MISC P-CARD VENDOR | | |
| 63234 | BROOM FOR SCOTT'S TRUCK | 24.99 |
| 63254 | RED AND YELLOW OSHA PAINT FOR VALVE HANDLES | 42.29 |
| 63255 | BUG SPRAY AND SILICONE FOR WELL HOUSES | 24.51 |
| 63275 | PARTS TO REPAIR PSS5 LEAK | 8.17 |
| 63277 | PARTS FOR REPAIR OF PS2 LEAK | 22.17 |
| 63311 | SAFETY BLUE PAINT FOR PAINTING ROZET BYPASS LINE A | 26.08 |
| 63358 | SHELVING FOR CL2 HYP UNIT | 233.00 |
| 63359 | LONGER SHANK FOR GATE LOCK AT DC | 10.00 |
| | VENDOR TOTAL: | 1,528.49 |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | |
| 63097 | GRAPH TABLETS | 38.94 |
| | VENDOR TOTAL: | 38.94 |
| 2038-POWDER RIVER POWER | | |
| 63077 | REPLACED AIR COUPLING FOR AIR HOSE ON UNIT 48 - OL | 21.43 |
| 63360 | REPLACEMENT GAUGES FOR PRV'S | 127.07 |
| | VENDOR TOTAL: | 148.50 |
| 2401-WYOMING WORK WAREHOUSE INC | | |
| 63120 | SAFETY BOOTS | 150.00 |
| 63173 | STEEL TOE BOOTS FOR TREVOR | 150.00 |
| | VENDOR TOTAL: | 300.00 |
| | DIVISION TOTAL: | 4,565.86 |
| | DEPARTMENT TOTAL: | 4,565.86 |
| | FUND TOTAL: | 4,565.86 |

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| Invoice Number | Invoice Description | Amount |
|---------------------------------|---------------------------------|---------------|
| 504-POWER FUND | | |
| 70-UTILITIES | | |
| 74-POWER | | |
| 2594-BOMGAARS SUPPLY | | |
| 63138 | F.R. PANTS | 145.98 |
| | VENDOR TOTAL: | 145.98 |
| 1197-BORDER STATES ELECTRIC | | |
| 63313 | VOLT METER LEADS | 86.37 |
| | VENDOR TOTAL: | 86.37 |
| 1716-EDGE CONSTRUCTION SUPPLY | | |
| 63089 | TOOLS | 175.99 |
| | VENDOR TOTAL: | 175.99 |
| 1947-GILLETTE WINNELSON COMPANY | | |
| 63287 | 3" PIPE ADAPTER | 3.82 |
| | VENDOR TOTAL: | 3.82 |
| 66666-MISC P-CARD VENDOR | | |
| 63032 | TOOLS | 148.70 |
| 63057 | PARTS FOR SAFETY GROUNDS | 468.74 |
| 63071 | TOOL BAG | 35.19 |
| 63072 | HYDRAULIC DRILL REPAIR | 226.24 |
| 63121 | DRILL BITS | 43.07 |
| 63122 | PCB TESTING ITEMS | 8.67 |
| 63154 | REPAIR LOCATOR | 278.66 |
| 63155 | CRIMPING HEAD | 306.09 |
| 63176 | PROTECTIVE POLE CAPS | 200.75 |
| 63212 | SERVICE CLAMP | 31.70 |
| 63227 | GRINDING WHEEL | 15.35 |
| 63256 | REPLACEMENT OFFICE CHAIR/METERS | 196.45 |
| 63280 | TOOLS | 59.62 |
| 63281 | OVH SWIVEL | 329.88 |
| 63282 | OVH SWIVEL | 329.88 |
| 63283 | TOOLS | 109.23 |
| 63347 | SERVICE MAST ATTACHMENTS | 138.48 |

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| | Invoice Number | Invoice Description | Amount |
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| 504-POWER FUND | | | |
| 70-UTILITIES | | | |
| 74-POWER | | | |
| | | VENDOR TOTAL: | 2,926.70 |
| 2038-POWDER RIVER POWER | | | |
| | 63279 | TOOLS | 87.62 |
| | | VENDOR TOTAL: | 87.62 |
| 2401-WYOMING WORK WAREHOUSE INC | | | |
| | 63291 | F.R. JEANS | 152.98 |
| | | VENDOR TOTAL: | 152.98 |
| | | DIVISION TOTAL: | 3,579.46 |
| | | DEPARTMENT TOTAL: | 3,579.46 |
| | | FUND TOTAL: | 3,579.46 |

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| Invoice Number | Invoice Description | Amount |
|---|--|---------------|
| 505-SEWER FUND | | |
| 70-UTILITIES | | |
| 75-SEWER | | |
| 1197-BORDER STATES ELECTRIC | | |
| 63325 | WW - PLANT MAINT | 609.60 |
| | VENDOR TOTAL: | 609.60 |
| 1716-EDGE CONSTRUCTION SUPPLY | | |
| 63298 | DRILL BITS FOR MANHOLE VENTING | 79.18 |
| 63353 | DRILL BITS FOR MANHOLES | 13.56 |
| | VENDOR TOTAL: | 92.74 |
| 1818-ENVIRONMENTAL RESOURCE ASSOCIATION | | |
| 63345 | QUALITY CONTROL TESTING FOR LAB | 473.50 |
| | VENDOR TOTAL: | 473.50 |
| 1593-HOWARD SUPPLY COMPANY | | |
| 63158 | CRIMPING SLEEVES FOR ROOT RAT WIRES | 5.94 |
| | VENDOR TOTAL: | 5.94 |
| 66666-MISC P-CARD VENDOR | | |
| 63027 | FINNED NOZZLE EXTENSION FOR VACTOR #88 FOR 12" PIP | 120.00 |
| 63039 | PARTS FOR WATER HEATER IN SOUTH PLANT | 91.42 |
| 63054 | HRS. FOR RENEWING LEVEL 4 OPERATOR'S LICENSE | 50.00 |
| 63069 | BOLTS FOR VALVES | 24.03 |
| 63070 | PROGRAM CHIP FOR WATER HEATER | 32.70 |
| 63094 | CHARGER FOR DEWALT | 69.00 |
| 63100 | LAB SUPPLIES FOR SAMPLING | 78.07 |
| 63113 | BOLTS FOR VALVES | 26.23 |
| 63115 | MISC. PARTS FOR COLLECTION | 36.00 |
| 63116 | WASTEWATER OFFICE SUPPLIES-LABELER | 41.99 |
| 63147 | NEW NOZZLE AND HOSE FOR DIESEL TANK | 96.10 |
| 63152 | COUPLERS FOR HEATER IN SOUTH PLANT (BLDG. 1500) | 13.30 |
| 63166 | LEVEL 1 WASTEWATER TREATMENT PLANT OPERATOR EXAM F | 98.00 |
| 63167 | CHLORINE TABLETS | 180.00 |
| 63182 | CRIMP CONNECTOR FOR ROOT RAT UNIT 88 | 6.93 |
| 63226 | LAB GLOVES AND CHEMICALS | 436.84 |

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| 505-SEWER FUND | | | |
| 70-UTILITIES | | | |
| 75-SEWER | | | |
| 66666-MISC P-CARD VENDOR | | | |
| | 63232 | REPLACEMENT PARTS FOR ROOT RAT | 173.00 |
| | 63271 | WEF/RMWEA MEMBERSHIP RENEWAL | 110.00 |
| | 63299 | KING NIPPLE FOR SECONDARY DIGESTER REPAIR | 539.86 |
| | 63300 | BUTTERFLY VALVE FOR SECONDARY DIGESTER REPAIR | 49.66 |
| | 63307 | SHARK BITE BALL VALVES FOR SOUTH PLANT WATERLINE A | 52.00 |
| | 63316 | PARTS FOR FLAGS; AIR FILTERS FOR BLOWERS/RAS | 77.81 |
| | 63329 | REPLACEMENT UNIT FOR WH1501 | 161.38 |
| | 63330 | MOTOR FOR EF101 | 295.75 |
| | 63340 | RECEIPT BOOKS FOR COMPOST CUSTOMERS | 26.45 |
| | 63352 | FISH TANK SUPPLIES | 62.98 |
| | 63354 | STAINLESS FLANGES FOR SECONDARY DIGESTER REPAIR | 603.80 |
| | 63355 | STAINLESS FLANGES FOR SECONDARY DIGESTER REPAIR | 301.90 |
| | 63356 | FITTINGS FOR SAMPLE LINE REPAIR | 32.97 |
| | 63361 | LAB EQUIPMENT | 475.62 |
| | 63376 | GEAR OIL FOR CENTRIFUGE | 656.37 |
| | | VENDOR TOTAL: | 5,020.16 |
| 1697-NORTHWEST SCIENTIFIC INC | | | |
| | 63153 | LAB SUPPLIES | 74.46 |
| | | VENDOR TOTAL: | 74.46 |
| 2038-POWDER RIVER POWER | | | |
| | 63165 | DEGREASER TO CLEAN OIL OFF FRONT REEL OF UNIT 88 | 75.50 |
| | 63170 | BELTS FOR EF 1101 (DIGESTER BLDG.) | 22.31 |
| | | VENDOR TOTAL: | 97.81 |
| | | DIVISION TOTAL: | 6,374.21 |
| | | DEPARTMENT TOTAL: | 6,374.21 |
| | | FUND TOTAL: | 6,374.21 |

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| 601-CITY WEST FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 39-CITY WEST BUILDING MAINT | | | |
| 66666-MISC P-CARD VENDOR | | | |
| 63034 | WO #38813 PAINT SUPPLIES FOR CITY WEST STOCK | | 36.84 |
| 63284 | WO #39324 REPLACE RELIEF VALVES AT WASH BAY | | 156.74 |
| 63315 | WO #38880 LIGHTING AT CITY WEST | | 105.96 |
| | | VENDOR TOTAL: | 299.54 |
| | | DIVISION TOTAL: | 299.54 |
| | | DEPARTMENT TOTAL: | 299.54 |
| | | FUND TOTAL: | 299.54 |

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|-------------------------------------|--|-------------|
| 604-VEHICLE MAINTENANCE FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 36-VEHICLE MAINTENANCE | | |
| 1525-CUMMINS ROCKY MOUNTAIN INC | | |
| 63318 | WO #39212 UNIT 46 O-RINGS | 8.55 |
| | VENDOR TOTAL: | 8.55 |
| 66666-MISC P-CARD VENDOR | | |
| 63043 | ALL FLEET PARTS | 983.10 |
| 63059 | WO #32642 UNIT P1 AXLE/BRAKE | 185.61 |
| 63061 | WO #38284 UNIT 29 O-RINGS | 22.98 |
| 63064 | PD13 FUEL EXPENSE | 28.40 |
| 63065 | WO #38463 UNIT 47 4-WHEEL ALIGNMENT, PRESS WHEEL B | 117.50 |
| 63107 | WO #38911 UNIT 24 VALVE/BOX | 22.20 |
| 63117 | WO #38785 UNIT 106 R&R BOTH CATS, INSTALL O2 SENSO | 800.00 |
| 63128 | WO #32642 UNIT P1 U-BOLT KIT | 15.99 |
| 63135 | PD3 FUEL EXPENSE | 28.50 |
| 63136 | PD13 FUEL EXPENSE | 25.00 |
| 63181 | ASE TEST FEES | 192.00 |
| 63197 | WO #35375 UNIT 51P118 PARTS WASHERS | 5.01 |
| 63222 | PD13 FUEL EXPENSE | 27.59 |
| 63229 | WO #39124 UNIT 108 FITTING | 3.00 |
| 63230 | WO #39124 UNIT 108 O-RINGS | 8.00 |
| 63240 | WO #39085 UNIT 193 PARTS CAPS | 13.86 |
| 63266 | WO #38746 UNIT 150200 FLOOR MATS | 99.00 |
| 63267 | WO #34811 UNIT 730W40 TRIMMER LINE | 23.15 |
| 63309 | WO #38911 UNIT 24 AIR LINE PARTS | 117.28 |
| 63310 | WO #39268 UNIT S13 NO SPILL PLUG | 56.08 |
| 63317 | WO #38987 PD24 SHIP DVR BACK TO BACK TO FACTORY FO | 10.97 |
| 63319 | WO #39245 UNIT S37 NEW TIRES | 371.40 |
| 63366 | WO #38501 PD66 REPLACE FLEX PIPE & HANGERS | 200.00 |
| 63367 | WO #37486 PD34 POWER CABLE | 54.95 |
| 63370 | UNIT S13 | 54.53 |
| 63371 | WO #37675 UNIT S55 LED TURN SIGNAL | 28.46 |

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| Invoice Number | Invoice Description | Amount |
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| 604-VEHICLE MAINTENANCE FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 36-VEHICLE MAINTENANCE | | |
| 66666-MISC P-CARD VENDOR | | |
| 63372 | REFUND - UNIT S13 | -54.53 |
| | VENDOR TOTAL: | 3,440.03 |
| 1511-NORCO INC | | |
| 63045 | SHOP SUPPLIES | 86.21 |
| | VENDOR TOTAL: | 86.21 |
| 2038-POWDER RIVER POWER | | |
| 63140 | WO #38959 & 38973, UNITS 46 AND 101 HYDRAULIC HOSE | 211.98 |
| 63180 | WO #38968 UNIT 148 HYDRAULIC HOSE/FITTINGS | 99.89 |
| 63196 | WO #39085 UNIT 150193 HYDRAULIC HOSE/FITTINGS | 200.19 |
| 63241 | WO #39085 UNIT 193 PARTS BULKHEAD | 47.56 |
| 63364 | WO #36869 UNIT 36 FUEL HOSE | 43.75 |
| | VENDOR TOTAL: | 603.37 |
| 2123-RECORD SUPPLY INC NAPA | | |
| 63060 | ALL FLEET PARTS | 595.40 |
| | VENDOR TOTAL: | 595.40 |
| 2315-THUNDER BASIN FORD LLC | | |
| 63042 | WO #38463 UNIT 47 REAR KNUCKLE & REAR BRAKE SHIELD | 415.42 |
| 63130 | WO #38784 UNIT 80 BRAKE REPAIR | 374.93 |
| | VENDOR TOTAL: | 790.35 |
| 2320-TITAN MACHINERY INC | | |
| 63024 | UNIT 88 SEAL KIT | 71.70 |
| | VENDOR TOTAL: | 71.70 |
| 2309-WHITE'S FRONTIER MOTORS | | |
| 63022 | WO #38599 PD41 ACCELERATOR PEDAL W/ SENSOR | 58.50 |
| 63023 | WO #38632 REAR WHEEL BEARING HUB W/ ABS SENSOR | 145.00 |
| 63040 | WO #38677 UNIT 7 REAR WHEEL SEAL & AXLE GASKET | 26.99 |
| 63041 | WO #38279 PD15 PROGRAM & TEST PCM FOR MIL ISSUE | 205.00 |
| 63095 | WO #38821 PD35 OIL PRESSURE SENSOR & FILTER, INTAK | 144.36 |

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| 604-VEHICLE MAINTENANCE FUND | | |
| 30-ADMINISTRATIVE SERVICES | | |
| 36-VEHICLE MAINTENANCE | | |
| 2309-WHITE'S FRONTIER MOTORS | | |
| 63178 | WO #39060 PD40 LOWER AIR DAM DEFLECTOR/RETAINERS, | 576.81 |
| 63179 | WO #39046 PD43 LOWER SEAT PAD/FOAM | 135.46 |
| 63195 | WO #39060 PD40 RETAINERS LOWER AIR DAM | 9.00 |
| 63238 | WO #39205 PD60 ENGINE OIL COOLER LINES | 468.24 |
| 63365 | WO #38502 PD25 FRONT SWAY BAR INSULATOR & LINK KIT | 59.30 |
| | VENDOR TOTAL: | 1,828.66 |
| | DIVISION TOTAL: | 7,424.27 |
| 37-VEHICLE REPLACEMENT | | |
| 1128-MACHINE PRODUCTS INC | | |
| 63268 | WO #37649 170012 NEW UNIT SETUP - STEEL SIDE TOOLB | 505.00 |
| 63368 | WO #37649 UNIT 170012 HEADACHE RACK | 516.13 |
| 63369 | WO #37642 UNIT 170033 HEADACHE RACK | 516.13 |
| | VENDOR TOTAL: | 1,537.26 |
| 66666-MISC P-CARD VENDOR | | |
| 63096 | WO #39192 170404 NEW UNIT SETUP - BASE KIT W/ SING | 2,190.70 |
| 63129 | WO #37642 170033 NEW UNIT SETUP - MICRO 2 FUSE TAP | 47.03 |
| 63239 | WO #37649 170012 NEW UNIT SETUP - RUNNING BOARDS | 608.95 |
| 63293 | WO #37642 FREIGHT TO SHIP BACK PARTS | 10.90 |
| | VENDOR TOTAL: | 2,857.58 |
| 2309-WHITE'S FRONTIER MOTORS | | |
| 63109 | WO #37649 170012 NEW UNIT SETUP | 103.74 |
| | VENDOR TOTAL: | 103.74 |
| | DIVISION TOTAL: | 4,498.58 |
| | DEPARTMENT TOTAL: | 11,922.85 |
| | FUND TOTAL: | 11,922.85 |

Expenditure Approval Report
Check Approval Date of 03/31/2017



| Invoice Number | | Invoice Description | Amount |
|------------------------------|--|--------------------------|------------------|
| 702-LIABILITY INSURANCE FUND | | | |
| 30-ADMINISTRATIVE SERVICES | | | |
| 38-LIABILITY INSURANCE | | | |
| 66666-MISC P-CARD VENDOR | | | |
| 63044 | WO #37038 UNIT 176 REPLACE BUMPER COVER TOP HALF | | 496.00 |
| 63082 | WO #37432 UNIT A11 CHUTE & COVER | | 636.76 |
| 63214 | WO #39145 UNIT 105 BODY REPAIR | | 2,619.00 |
| 63265 | WO #39179 PD3 REPLACE BROKEN WINDSHIELD | | 292.49 |
| | | VENDOR TOTAL: | 4,044.25 |
| | | DIVISION TOTAL: | 4,044.25 |
| | | DEPARTMENT TOTAL: | 4,044.25 |
| | | FUND TOTAL: | 4,044.25 |
| | | GRAND TOTAL: | 61,205.20 |



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Final Completion Agreement Between Record Steel and Construction, Inc., and the City of Gillette, Wyoming.

BACKGROUND:

The Final Completion Agreement has been prepared to assist in the close-out and final acceptance of the Donkey Creek Pump Station. The document finalizes certain contract obligations and reaffirms the warranties for this phase of the Madison Project.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the Final Completion Agreement between Record Steel and Construction, Inc. and the City of Gillette, Wyoming.

STAFF REFERENCE:

Michael Cole, Utilities Director; Patrick Davidson, City Attorney

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Mayor Carter-King - \$437.28

BACKGROUND:

Powder River Office Supplies - \$437.28 - Office Supplies

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

☐ [Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 03/31/2017



| | Invoice Number | Invoice Description | Amount |
|-------------------------------------|----------------|--|---------------|
| 001-GENERAL FUND | | | |
| 10-ADMINISTRATION | | | |
| 01-MAYOR & COUNCIL | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63137 | PAPER FOR CMW POSTCARDS | 13.99 |
| | | VENDOR TOTAL: | 13.99 |
| | | DIVISION TOTAL: | 13.99 |
| 02-ADMINISTRATION | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63184 | SUPPLIES FOR ANNUAL REPORT | 83.98 |
| | | VENDOR TOTAL: | 83.98 |
| | | DIVISION TOTAL: | 83.98 |
| 03-PUBLIC ACCESS | | | |
| | 63246 | PAPER FOR COLLEGE GRADUATION DVD ORDER FORMS | 7.99 |
| | | VENDOR TOTAL: | 7.99 |
| | | DIVISION TOTAL: | 7.99 |
| | | DEPARTMENT TOTAL: | 105.96 |
| 15-ATTORNEY | | | |
| 15-ATTORNEY | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63297 | BUSINESS CARD HOLDER, POST ITS, PAPER CLIPS | 10.61 |
| | | VENDOR TOTAL: | 10.61 |
| | | DIVISION TOTAL: | 10.61 |
| | | DEPARTMENT TOTAL: | 10.61 |
| 30-ADMINISTRATIVE SERVICES | | | |
| 33-MAINT OF CITY BUILDINGS | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63134 | REPLACEMENT TAPES FOR F.M. LABEL MAKER | 17.84 |
| | | VENDOR TOTAL: | 17.84 |
| | | DIVISION TOTAL: | 17.84 |
| | | DEPARTMENT TOTAL: | 17.84 |

Expenditure Approval Report
Check Approval Date of 03/31/2017



| | Invoice Number | Invoice Description | Amount |
|--|----------------|--|---------------|
| 001-GENERAL FUND | | | |
| 40-POLICE DEPARTMENT | | | |
| 42-VOCA/VAWA | | | |
| | 63163 | POWDER RIVER OFFICE SUPPL - OFFICE SUPPLIES | 32.45 |
| | | VENDOR TOTAL: | 32.45 |
| | | DIVISION TOTAL: | 32.45 |
| | | DEPARTMENT TOTAL: | 32.45 |
| 60-ENGINEERING & DEV SERVICES | | | |
| 60-ENGINEERING | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63386 | OFFICE & SAFETY SUPPLIES | 60.60 |
| | | VENDOR TOTAL: | 60.60 |
| | | DIVISION TOTAL: | 60.60 |
| 61-BUILDING INSPECTION | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63220 | POWDER RIVER OFFICE SUPPLY - OFFICE SUPPLIES | 71.99 |
| | | VENDOR TOTAL: | 71.99 |
| | | DIVISION TOTAL: | 71.99 |
| | | DEPARTMENT TOTAL: | 132.59 |
| | | FUND TOTAL: | 299.45 |
| 501-UTILITIES ADMINISTRATION FUND | | | |
| 70-UTILITIES | | | |
| 71-ELECTRICAL ENGINEERING | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63098 | 5 REAMS OF 11X17 COPY PAPER FOR ELECTRICAL ENGINEE | 59.95 |
| | | VENDOR TOTAL: | 59.95 |
| | | DIVISION TOTAL: | 59.95 |
| | | DEPARTMENT TOTAL: | 59.95 |
| | | FUND TOTAL: | 59.95 |

Expenditure Approval Report
Check Approval Date of 03/31/2017



| | Invoice Number | Invoice Description | Amount |
|-------------------------------------|----------------|---------------------|--------|
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63097 | GRAPH TABLETS | 38.94 |
| | | VENDOR TOTAL: | 38.94 |
| | | DIVISION TOTAL: | 38.94 |
| | | DEPARTMENT TOTAL: | 38.94 |
| | | FUND TOTAL: | 38.94 |
| 503-WATER FUND | | | |
| 70-UTILITIES | | | |
| 73-WATER | | | |
| 2037-POWDER RIVER OFFICE SUPPLY INC | | | |
| | 63097 | GRAPH TABLETS | 38.94 |
| | | VENDOR TOTAL: | 38.94 |
| | | DIVISION TOTAL: | 38.94 |
| | | DEPARTMENT TOTAL: | 38.94 |
| | | FUND TOTAL: | 38.94 |
| | | GRAND TOTAL: | 437.28 |



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Recognition of a Certificate and Award of Financial Reporting Achievement to the City of Gillette (Council in Front of the Dais).

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [CAFR Award](#)



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

May 4, 2017

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

Dear Mayor Carter-King:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2016 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

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

Sincerely,

Todd Buikema
Acting Director, Technical Services Center



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Gillette
Wyoming**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2016



Executive Director/CEO



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

For the Good of the Community Video

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

VIDEO - Geno Palazzari, Communications Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance to Amend Section 17-47 of the Gillette City Code, to Amend Water Rates for Water Measured by Meter, to Remove Tiered Water Rates.

BACKGROUND:

Ordinance 1st Reading: 7/0

Ordinance 2nd Reading: 7/0

During the March 7, 2017 Pre-Meeting, an update was provided by Director Glover with regard to the Madison Project. At that time, a discussion was held with regard to whether it was necessary to continue to maintain a tiered water rate structure for residential customers. The determination by Council was that it was no longer necessary. The proposed Ordinance simply removes the tiered approach for residential customers. It does not otherwise increase (or decrease) water rates charged by the City of Gillette.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve an Ordinance to Amend Section 17-47 of the Gillette City Code, to Amend Water Rates for Water Measured by Meter, to Remove Tiered Water Rates on Third and Final Reading.

STAFF REFERENCE:

Mike Cole, Utilities Director; Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Ordinance to Remove Tiered Water Rates](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 17-47 OF THE GILLETTE CITY CODE, TO
AMEND WATER RATES FOR WATER MEASURED BY METER, TO REMOVE TIERED
WATER RATES

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

SECTION ONE: Section 17-47 of the Gillette City Code is amended to read as follows:

§17-47. Rates for water measured by meter.

A. Gillette Regional Water Supply System, Wholesale/Transmission and Distribution Rates

1. The Gillette Municipal water system, also known as the Gillette Regional Water Supply System is made up of two parts, the Wholesale Transmission System and the Gillette Distribution System.

2. The Wholesale Transmission System includes all components of the facilities utilized in the production, treatment, storage and transmission of water to all organizations which operate water distribution systems (Wholesale Customers), as well as all individual customers, who receive water from the Gillette Regional Water Supply System, pursuant to the Gillette Regional Water Supply System Joint Powers Agreement, approved by the Wyoming Attorney General January 4, 2011 (the JPA). The City of Gillette is a Wholesale Customer of the Gillette Regional Water Supply System through the Gillette Distribution System.

3. The Gillette Distribution System shall include the network of pipes and/or conduits used for the delivery of water from the Transmission System to consumers in the city limits.

4. The consumer's system shall include those parts of the facilities beyond the termination of the Gillette Distribution System or the Wholesale Transmission System which are utilized in conveying potable water to points of use.

5. Wholesale Customers shall pay for water delivered from the Wholesale Transmission System at the Wholesale Water Rate for the level of service they have chosen and

individual customers of the Gillette Distribution System shall pay the Year-Round Wholesale Water Rate and a Distribution Rate appropriate for their level of service according to the terms of this section.

6. The city council shall have the right conclusively to determine, define and classify all residences, businesses and other properties, and to increase, modify or revise by ordinance the rates and charges as herein established. Service will be rendered under the city's rules and regulations.

B. There shall be monthly Distribution Rates for water furnished through the Distribution System as follows:

(1) Residential. This rate applies to all residential users with less than 1-1/2" water meter. Residential users with water meters that are 1 1/2", or larger, are billed at the Large Residential Rate. This rate is composed of a Fixed Charge plus an amount based on consumption of additional water, known as the Usage Charge.

(2) Commercial. This rate applied to all users other than residential. This rate is composed of a Fixed Charge plus an amount based on consumption of water, known as the Usage Charge.

A. Small Meter Commercial Rate for commercial users with less than 1 1/2" water meter

B. Large Meter Commercial Rate for commercial users with 1 1/2" or larger water meter.

(3) Bulk Water. This rate applies to customers obtaining water other than at the standard residential, or commercial rates, through specific contracts to allow for use and delivery methods not contemplated by the other rate categories. Bulk water may be delivered through a City of Gillette owned and operated bulk water fill station or other bulk water fill stations specifically permitted and approved by the City of Gillette

To qualify for this rate, the customer shall enter into a specific “Bulk Water” rate agreement describing the conditions and the terms of the service and place a suitable deposit prior to taking the water. The deposit for all bulk water accounts, shall be \$150.00. The use of bulk water may be limited by other requirements of the Water Division.

This rate is composed of a Maintenance Charge plus an amount based on consumption of additional water, known as the Usage Charge. A monthly Maintenance Charge shall be assessed to all bulk water accounts.

C. Wholesale Water Rates. This rate applies to all organizations which operate water distribution systems (Wholesale Customers), as well as all individual customers, who receive water from the Gillette Regional Water Supply System, pursuant to the Gillette Regional Water Supply System Joint Powers Agreement, approved by the Wyoming Attorney General January 4, 2011 (the JPA). The Wholesale Water Rates pay the operation and maintenance costs of pumping water, treatment and transporting water to the distribution systems which furnish that water to individual connections. Wholesale Customers distribute water through their own distribution system to their individual customers. Wholesale Customers may establish rates to cover the costs of their own distribution systems. The City of Gillette is a Wholesale Customer of the Gillette Regional Water Supply System. Wholesale Customers shall be billed at the rate they select. Individual customers of the City of Gillette distribution system shall pay the rate listed in §17-47 (B) (1) or (2) of the Gillette City Code, in addition to the rate in §17-47 (C) (1) Gillette City Code, that applies to their service.

(1) Year-Round Rate. This rate applies to wholesale customers who are constantly connected to the City’s water supply and take water throughout the year. The rate is the sum of two parts, a monthly Fixed Charge and a Usage charge.

(2) Intermittent Rate. This rate applies to wholesale customers who are not constantly connected to the water supply. The rate is the sum of two parts, a fixed monthly Maintenance Charge for the water system and a Usage charge.

D. Water Rate Charges.

| Rate | | Fixed Charge | Usage Charge per 1000 gallons | Consumption Gallons/month G/M |
|--------------|--------------|--------------|-------------------------------|-------------------------------|
| Residential | Small | \$ 0 | \$.94 | N/A |
| | Large | \$83.06 | \$.94 | N/A |
| Commercial. | Small | \$ 0 | \$.94 | N/A |
| | Large | \$83.06 | \$.94 | N/A |
| | | | | |
| Bulk Water | | \$6.50 | \$3.01 | N/A |
| | | | | |
| Transmission | Year round | \$6.50 | \$3.01 | N/A |
| | Intermittent | \$5.00 | \$6.03 | N/A |
| | | | | |

SECTION TWO: This Ordinance shall become effective upon passage.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance to Amend Section 16-12 and 16-13 of the Gillette City Code, to Increase the Court Automation Fee for the City of Gillette Municipal Court Pursuant to Wyoming Statute.

BACKGROUND:

Ordinance 1st reading: 7/0

Ordinance 2nd reading: 7/0

Section 16-12 of the Gillette City Code allows the Municipal Court to charge a cost of ten dollars (\$10.00) for the costs of the proceedings against any person convicted of a violation of Gillette City Code. In addition, the Court is authorized to assess a Court automation fee of ten dollars (\$10.00) for each person convicted of a violation of Gillette City Code. The costs and assessments are provided by Wyoming Statute 5-6-108.

The Wyoming State Legislature has increased the Court automation fee from ten dollars (\$10.00) to twenty-five dollars (\$25.00) in every criminal case where the Defendant is found guilty or enters a plea of guilty, or is placed on probation. In addition, the Wyoming State Legislature has authorized that ten dollars (\$10.00) of the increase may be retained by the City solely for the purpose of offsetting the expenses associated with the conversion to the Wyoming State electronic citation system.

This amendment to Section 16-12 and 16-13 of the Gillette City Code recognizes the increase from ten dollars (\$10.00) to twenty-five dollars (\$25.00) per Wyoming law, and authorizes that ten dollars (\$10.00) of the increase be set aside for those expenses associated with the conversion to the Wyoming State electronic citation system. The effective date of the Ordinance is July 1, 2017, pursuant to Wyoming law.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the approval of an Ordinance to Amend Section 16-12 and 16-13 of the Gillette City Code, to Increase the Court Automation Fee for the City of Gillette Municipal Court Pursuant to Wyoming Statute on Third and Final Reading.

STAFF REFERENCE:

Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Ordinance to Amend 16-12 and 16-13 City Code](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 16-12 and 16-13 OF THE GILLETTE CITY
CODE, TO INCREASE THE COURT AUTOMATION FEE FOR THE CITY OF GILLETTE
MUNICIPAL COURT PURSUANT TO WYOMING STATUTE

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

SECTION ONE: Section 16-12 of the Gillette City Code is amended to read as follows:

§ 16-12. Judgment to include costs; payment of costs.

Every judgment by the judge requiring any person to pay a fine for the violation of any provision of this Code or other ordinance of the city and every case where the defendant is convicted under any provision of this Code or other ordinance of the city, such judgment shall include the costs of the proceedings in the amount of ten dollars (\$10.00) and shall be paid by the defendant. The court shall impose a court automation fee of twenty-five dollars (\$25.00) in every criminal case wherein the defendant is found guilty, enters a plea of guilty or not contest or is placed on probation under WYO. STAT. § 7-13-301, pursuant to W.S. 5-6-108.

SECTION TWO: Section 16-13 of the Gillette City Code is amended to read as follows:

§ 16-13. Disposition of fines and costs collected.

The judge shall turn into the city treasurer all fines and costs by him collected, except, ten dollars (\$10.00) of each court automation fee assessed shall be retained by the City solely for the purpose of defraying costs and expenses related to establishing and maintaining an electronic citation system.

SECTION THREE: This Ordinance shall become effective July 1, 2017 pursuant to Wyoming Statute.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST

Karlene Abelseth, City Clerk
Published: _____



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Street Closure on July 12th and July 13th from 6:00 a.m. to 6:00 p.m. on S. Emerson Avenue Between 1st Street and 2nd Street for an Annual Tent Tool Sale, Requested by Record Supply.

BACKGROUND:

Record Supply is requesting a street closure for July 12th & 13th for their Annual Tent Tool Sale known as "Rock and Roll Tool Semi Truck". The closure is on S. Emerson Ave. between 1st and 2nd Streets. There is only one business that this closure would affect and that business is aware of the closure and has signed the street closure notification form.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of a Street Closure on July 12th and July 13th from 6:00 a.m. to 6:00 p.m. on S. Emerson Avenue Between 1st Street and 2nd Street for an Annual Tent Tool Sale, Requested by Record Supply.

STAFF REFERENCE:

MAP - Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

Click to download

☐ [Street Closure Application](#)

☐ [Map of Closure](#)

CITY OF GILLETTE

STREET CLOSURE APPLICATION

Name: Record Supply, Inc.Phone No. 307-682-8871Address: 101 Carey Ave.Date of Closure: July 12 + July 13Time: 6 a.m./p.m. TO 6 a.m./p.m.Area to be Closed: S. Emerson Ave (Between
1st Street and 2nd Street)Purpose for Closure: Annual Tent Tool Sale.
"Rock and Roll Tool Semi Truck"Does the Event Include Alcohol/Malt Beverages? YES ☐ NO ☒

(If yes, an appropriate alcohol/malt beverage/open container application form needs to be obtained through the City Clerk's Office.)

THE APPLICANT IS REQUIRED TO CONTACT ALL PERSONS OR BUSINESSES AFFECTED BY THE PROPOSED STREET CLOSURE, OBTAINING SIGNATURES ON THE ATTACHED NOTIFICATION FORM AND SUBMIT THE FORM WITH THE APPLICATION.

Signature of Applicant: Tim Helmerquist

OFFICE USE ONLY

☐ Emergency Group Notified

Date Notified: ____/____/____

| Division | Signature | Date | Approved | | Comments |
|--------------|--------------------|----------------|----------|----|---|
| | | | Yes | No | |
| Police | <u>[Signature]</u> | <u>5/19/17</u> | <u>X</u> | | |
| Engineering | <u>[Signature]</u> | <u>5/22/17</u> | <u>X</u> | | <u>Sign and cone off street closure as appropriate.</u> |
| Public Works | <u>[Signature]</u> | <u>5/22/17</u> | <u>X</u> | | |
| City Clerk | <u>[Signature]</u> | <u>5/23/17</u> | <u>X</u> | | |

Special Instructions: _____

City Council Approval Date: ____/____/____

City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: Annual Tent Tool Sale - "Rock and Roll Tool
Semi Truck"

Date: July 12th + July 13th

Time: 6 am/pm to 6 am/pm

[illegible]

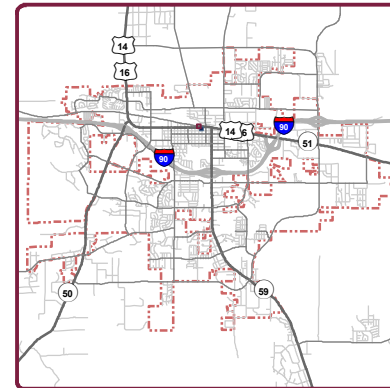
Make copies of this form if additional space is needed





CITY OF GILLETTE

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



Legend

 Street Closure

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.



G:\Cityshared\Council
Meeting\Council Pre-Meeting
and Work Session Docs

0 25 50
Feet

Tent Tool Sale at
Record Supply
July 12th and 13th
6:00 a.m. to 6:00 p.m.

May 23, 2017

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



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision to the Same.

BACKGROUND:

On February 6, 2012 the Gillette City Council adopted Resolution 2356 setting the maximum amount of funds from the One Percent Tax which could be used for funding Outside Agencies and Social Service Agencies. The maximum amount allowed under Resolution 2356 is 5% of the revenues received. This Amendment, if adopted, increases the funding of Outside Agencies and Social Service Agencies to 6% for purposes of the 2018 fiscal year. At the end of the 2018 fiscal year, this Amendment will Sunset and lapse. The amount will then automatically revert back to the 5% set forth in Resolution 2356.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision to the Same

STAFF REFERENCE:

Tom Pitlick, Finance Director; Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Resolution to Amend 2356](#)

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 2356 REGARDING THE
METHODOLOGY TO GUIDE THE EVALUATION OF BUDGET REQUESTS FROM
OUTSIDE AGENCIES AND SOCIAL SERVICE AGENCIES, AND ESTABLISHING A
SUNSET PROVISION TO THE SAME

WHEREAS, the City of Gillette, on February 6, 2012, adopted Resolution 2356 which established a “Gillette Agency Funding Criteria” and a “Gillette Agency Budget Funding Process”; and

WHEREAS, the methodology included in Resolution 2356 states as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed 5% of the revenues received from the general purposes excise tax enacted pursuant to Wyoming Statute 39-15-203(a)(i), known as the *One Percent Tax*.

WHEREAS, the City of Gillette finds it necessary and appropriate to amend this language of Resolution 2356 as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed 6% of the revenues received from the general purposes excise tax enacted pursuant to Wyoming Statute 39-15-203(a)(i), known as the *One Percent Tax*.

WHEREAS, the City of Gillette specifically seeks to limit the effect of this amendment to Resolution 2356 for the 2018 fiscal year, and for said Amendment to sunset, lapse, and become of no effect thereafter unless reaffirmed by Council through a new and separate Resolution; and

WHEREAS, nothing contained within this Resolution shall be interpreted to alter the proportionate reduction of any funding to any outside agency and/or social service agency based on the fluctuation or decline in sales tax receipts.

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

1. Resolution No. 2356, adopted on February 6, 2012 is hereby amended to read as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed 6% of the revenues received from the general purposes excise tax enacted pursuant to Wyoming Statute 39-15-203(a)(i), known as the *One Percent Tax*.

2. This Amendment shall be in full force and effect upon publication. The Amendment set forth herein shall continue in force and effect for the 2018 fiscal year, and shall otherwise lapse if not otherwise renewed by additional resolution.

3. The provisions set forth in this Amendment shall not be interpreted to alter the policy of proportionately reducing the funding to any outside agency and/or social service agency based on the fluctuation or decline in sales tax receipts.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Establish the Use of Funds Received from the State of Wyoming Through the Wyoming Lottery Corporation to be Allocated for Use in Funding Outside Agencies.

BACKGROUND:

The Wyoming Lottery Act of 2013 requires the State's Wyoming Lottery Corporation to pay a portion of the net proceeds from the sale of lottery tickets, or shares in nationwide lotteries, to the State Treasurer for redistribution to communities within the State. The Wyoming Lottery Act, however, does not regulate how municipalities may use the lottery funds they receive from the program.

Council has directed staff to prepare a Resolution setting forth a financial policy establishing a process by which these funds are used to fund outside agencies which do not receive One Percent Tax funds. Traditionally, these outside agencies include Campbell County Economic Development, Gillette Main Street, the Northeast Wyoming Grown Alliance and the Campbell County Predatory Board.

This Resolution, if adopted, would allow these lottery funds to be expended, to the extent available and necessary, for the purposes of funding these non -One Percent Tax entities. Any additional funds would then be released back to the General Fund for operational purposes.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Resolution to Establish the Use of Funds Received from the State of Wyoming Through the Wyoming Lottery Corporation to be Allocated for Use in Funding Outside Agencies

STAFF REFERENCE:

Tom Pitlick, Finance Director; Patrick Davidson, City Attorney

ATTACHMENTS:

[Click to download](#)

RESOLUTION NO. _____

A RESOLUTION TO ESTABLISH THE USE OF FUNDS RECEIVED FROM THE STATE
OF WYOMING THROUGH THE WYOMING LOTTERY CORPORATION TO BE
ALLOCATED FOR USE IN FUNDING OUTSIDE AGENCIES

WHEREAS, the Wyoming Lottery Act of 2013 created the Wyoming Lottery Corporation for purposes of establishing a state-wide lottery program, and authorized the inclusion of the Wyoming Lottery Corporation into nationwide lotteries under certain conditions; and

WHEREAS, the Wyoming Lottery Act of 2013 requires that a portion of the net proceeds from the sale of lottery tickets, or shares in nationwide lotteries, to be paid to the Wyoming State Treasurer for re-distribution to counties, towns and cities within the State of Wyoming; and

WHEREAS, the Wyoming Lottery Act of 2013 does not regulate how the City of Gillette may use the lottery funds it receives from the Wyoming State Treasurer; and

WHEREAS, Council seeks to establish a specific financial policy, through Resolution, to determine how the lottery funds should be addressed in the future; and

WHEREAS, the Council seeks to make use of these lottery funds for purposes of funding outside, non- one percent (1%) funded entities, which traditionally have been funded through the General Fund, including but not limited to, Campbell County Economic Development, Gillette Main Street, Northeast Wyoming Growth Alliance, and the Campbell County Predatory Board.

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

1. Lottery funds received by the City of Gillette, from the Wyoming State Treasurer, shall be reserved and designated within the General Fund for purposes of funding those outside agencies which have traditionally funded through the General Fund;

2. These funds shall be expended to the extent they are available and necessary for the purposes set forth herein, but any excess lottery funds collected, shall not be carried forward year-to-year, and may be released back into the General Fund for operational purposes for which the funds may be designated.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project to Powder River Construction, Inc., in the Amount of \$1,336,346.25 (1% Project).

BACKGROUND:

This project includes the reconstruction of Boxelder Road between Taco Johns entrance through the S curve to Maple Court and includes 5 lanes of concrete pavement, new street lighting, minor water and storm sewer system improvements, and installation of a permanent traffic signal at Hospitality Way and Boxelder Road.

The City received three (3) bids on this project as follows:

| | |
|---------------------------------|----------------|
| Powder River Construction, Inc. | \$1,336,346.25 |
| DRM, Inc. | \$1,423,945.45 |
| Earth Works Solutions | \$1,424,649.00 |
| Engineer's Estimate | \$1,378,839.00 |

The project allows 95 working days to Final Completion.

ACTUAL COST VS. BUDGET:

A budget amendment has been prepared to allocate funds for this project in the FY17 Budget as a result of the Capital Improvement Plan meeting with Council in April. The funds will be appropriated from the 1% Optional Sales Tax Account 201-10-05-419-70-47401.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project to Powder River Construction, Inc., in the Amount of \$1,336,346.25 (1% Project).

STAFF REFERENCE:

MAP/VIDEO - Dustin Hamilton, P.E. Development Services Director

ATTACHMENTS:

[Click to download](#)

| |
|---|
| <input type="checkbox"/> Engineer's Recommendations |
| <input type="checkbox"/> Bid Recap |
| <input type="checkbox"/> Map |

May 24, 2017

Josh Richardson
City of Gillette
Engineering Department
P.O. Box 3003
Gillette, WY 82717-3003

**RE: Boxelder Road Enhancement Emerson to Highway 59
Project No. 16EN16**

Dear Josh,

Bids were received at 2:00 p.m. on Tuesday, May 23, 2017 for the above referenced project. A total of three (3) contractors submitted bids. There were two (2) addenda for this project and they were acknowledged on all bids. Proper Bid Security in the form of a Bid Bond in the amount of five percent (5%) of the bid amounts was included with all bids as well as the "Certificate of Residency Status."

There was a mathematical error found with the bid submitted by Earthwork Solutions and the summation was corrected as shown in the tabulation below. The bid total for Powder River Construction that was read aloud at the public bid opening was \$1,336,346.25. The bid submitted by Powder River Construction included a page number 29 with a total summation of the bid of \$1,336,346.25 and another page number 29 with a summation total of \$1,346,346.25. Powder River Construction indicated that they inadvertently submitted the second sheet with the total of \$1,346,346.25. Page number 29 contains five unit price items and the unit prices on those items were identical on both pages that were included. The correct summation based on the unit prices submitted is \$1,336,346.25. It would be concluded that the inclusion of the additional page number 29 is somewhat informal and would not be considered a reason for rejection. The bids are tabulated as follows:

| | | |
|----------------------------------|-------|----------------|
| DRM, Inc. | Total | \$1,423,945.45 |
| Powder River Construction | Total | \$1,336,346.25 |
| Earthwork Solutions | Total | \$1,424,649.00 |
| Engineer's Estimate | Total | \$1,378,838.79 |

The bidders are local contractors and have worked on similar projects throughout the region and for the City of Gillette. Powder River Construction has indicated they are comfortable with their bid and that they have the equipment, materials, and manpower

QUALITY

INTEGRITY

SERVICE

to complete your project in the time frame allowed and in accordance with the contract documents.

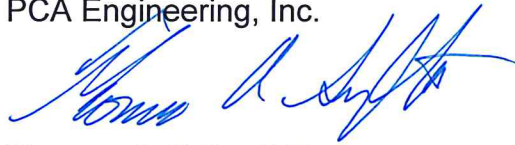
A bid tabulation form with the comparable unit pricing and totals is attached. The low bid is 3.1% below the Engineer's Estimate and 4.2% below the average of the bids. The unit prices seen in the bids were very competitive throughout the bids. The biggest variations in unit prices with the low bidder were contained in the construction signing, traffic control, flagging and the concrete pavement.

The low bidder has met the requirements for bidding. I recommend the City of Gillette award the Boxelder Road Enhancement Emerson to Highway 59 project to the low bidder, Powder River Construction, in the amount of \$1,336,346.25.

If you have any questions concerning this evaluation, please do not hesitate to contact me at (307) 687-0600, or e-mail at syltet@pcaengsur.com.

Sincerely,

PCA Engineering, Inc.



Thomas A. Sylte, P.E.
Project Engineer

TAS/tas

Attachments: Bid Tabulation Form
Contractor Bids

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | DRM INC. | | Powder River Const | | Earthworks | |
|-----------|--|------|------------------|-------------|-------------|--------------------|-------------|-------------|-------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 01020 | Contract Pay Items | | | | | | | | |
| 01020.01 | Mobilization | L.S. | 1 | \$94,551.00 | \$94,551.00 | \$67,500.00 | \$67,500.00 | \$86,086.82 | \$86,086.82 |
| 01020.02 | Contract Bonds | L.S. | 1 | \$11,929.00 | \$11,929.00 | \$11,000.00 | \$11,000.00 | \$23,029.14 | \$23,029.14 |
| 01020.03 | Force Account | L.S. | 1 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| 01500 | Sediment & Erosion Control | | | | | | | | |
| 01500.11 | Construction Stormwater Management | L.S. | 1 | \$971.00 | \$971.00 | \$8,500.00 | \$8,500.00 | \$17,754.57 | \$17,754.57 |
| 01500.15 | Install Wattles | L.F. | 500 | \$3.80 | \$1,900.00 | \$6.00 | \$3,000.00 | \$3.59 | \$1,795.00 |
| 01510 | Traffic Control | | | | | | | | |
| 01510.01 | Construction Signing And Traffic Control | L.S. | 1 | \$77,808.00 | \$77,808.00 | \$98,500.00 | \$98,500.00 | \$66,620.00 | \$66,620.00 |
| 01510.02 | Flagging | HRS | 1000 | \$30.00 | \$30,000.00 | \$1.00 | \$1,000.00 | \$26.39 | \$26,390.00 |
| 01510.03 | Project Identification Sign | EA | 1 | \$1,068.00 | \$1,068.00 | \$575.00 | \$575.00 | \$517.17 | \$517.17 |
| 01510.04 | Solid Double Yellow Center Stripe | L.F. | 260 | \$0.45 | \$117.00 | \$1.00 | \$260.00 | \$0.41 | \$106.60 |
| 01510.06 | Broken White Lane Stripe | L.F. | 1970 | \$0.10 | \$197.00 | \$1.00 | \$1,970.00 | \$0.11 | \$216.70 |
| 01510.07 | Solid White Stacking Lane Stripe | L.F. | 360 | \$0.40 | \$144.00 | \$1.00 | \$360.00 | \$0.38 | \$136.80 |
| 01510.08 | Yellow Two-Way Turn Lane Stripe | L.F. | 1810 | \$0.35 | \$633.50 | \$1.00 | \$1,810.00 | \$0.32 | \$579.20 |
| 01510.11 | Remove Existing Stripe | L.F. | 165 | \$6.15 | \$1,014.75 | \$11.00 | \$1,815.00 | \$10.55 | \$1,740.75 |
| 01510.12 | Stop Bars | EA | 95 | \$1.20 | \$114.00 | \$70.00 | \$6,650.00 | \$1.11 | \$105.45 |
| 01510.13 | Turn Arrow | EA | 11 | \$43.15 | \$474.65 | \$120.00 | \$1,320.00 | \$38.38 | \$422.18 |
| 01510.14 | Pedestrian Crossing Stripes | EA | 29 | \$14.80 | \$429.20 | \$120.00 | \$3,480.00 | \$12.74 | \$369.46 |
| 01510.15 | Solid White Chevrons | EA | 3 | \$14.80 | \$44.40 | \$120.00 | \$360.00 | \$14.07 | \$42.21 |
| 02050 | Removal and Disposal of Structures and Obstructions | | | | | | | | |
| 02050.02 | Remove Existing Water Main | L.F. | 7 | \$20.60 | \$144.20 | \$120.00 | \$840.00 | \$151.32 | \$1,059.24 |
| 02050.05 | Remove Existing Fitting | EA | 2 | \$246.00 | \$492.00 | \$175.00 | \$350.00 | \$444.67 | \$889.34 |
| 02050.07 | Remove Fire Hydrant | EA | 2 | \$568.00 | \$1,136.00 | \$175.00 | \$350.00 | \$1,874.93 | \$3,749.86 |
| 02050.08 | Remove Valve | EA | 4 | \$176.00 | \$704.00 | \$175.00 | \$700.00 | \$937.46 | \$3,749.84 |
| 02050.10B | Remove Blow Off Riser | EA | 1 | \$409.00 | \$409.00 | \$120.00 | \$120.00 | \$1,452.70 | \$1,452.70 |
| 02050.18 | Remove Existing Storm Drain | L.F. | 180 | \$22.90 | \$4,122.00 | \$35.00 | \$6,300.00 | \$53.85 | \$9,693.00 |
| 02050.19 | Remove Existing Flared End Section | EA | 1 | \$92.65 | \$92.65 | \$58.00 | \$58.00 | \$304.16 | \$304.16 |
| 02050.20 | Remove Existing Storm Inlet | EA | 4 | \$275.00 | \$1,100.00 | \$176.00 | \$704.00 | \$1,372.30 | \$5,489.20 |
| 02050.24 | Removal Of Existing Fence | L.F. | 205 | \$2.16 | \$442.80 | \$7.25 | \$1,486.25 | \$7.50 | \$1,537.50 |
| 02075 | Demolition of Asphalt and Portland Cement Concrete | | | | | | | | |
| 02075.01 | Removal Of Existing Asphalt Pavement | S.Y. | 2680 | \$4.00 | \$10,720.00 | \$5.50 | \$14,740.00 | \$5.57 | \$14,927.60 |
| 02075.02 | Removal Of Portland Cement Concrete Pavement | S.Y. | 3260 | \$4.50 | \$14,670.00 | \$6.00 | \$19,560.00 | \$8.16 | \$26,601.60 |
| 02075.04 | Removal Of Sidewalk | S.F. | 12200 | \$1.00 | \$12,200.00 | \$1.00 | \$12,200.00 | \$2.49 | \$30,378.00 |
| 02075.05 | Removal Of Driveway | S.F. | 4275 | \$1.20 | \$5,130.00 | \$1.50 | \$6,412.50 | \$1.02 | \$4,360.50 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | Engineer's Estimate | | HIGH | LOW | AVE |
|-----------|--|------|------------------|---------------------|-------------|-------------|-------------|-------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT | UNIT | UNIT |
| | | | | | | PRICE | PRICE | PRICE |
| 01020 | Contract Pay Items | | | | | | | |
| 01020.01 | Mobilization | L.S. | 1 | \$47,356.16 | \$47,356.16 | \$94,551.00 | \$67,500.00 | \$82,712.61 |
| 01020.02 | Contract Bonds | L.S. | 1 | \$10,343.58 | \$10,343.58 | \$23,029.14 | \$11,000.00 | \$15,319.38 |
| 01020.03 | Force Account | L.S. | 1 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| 01500 | Sediment & Erosion Control | | | | | | | |
| 01500.11 | Construction Stormwater Management | L.S. | 1 | \$6,231.07 | \$6,231.07 | \$17,754.57 | \$971.00 | \$9,075.19 |
| 01500.15 | Install Wattles | L.F. | 500 | \$9.60 | \$4,800.00 | \$6.00 | \$3.59 | \$4.46 |
| 01510 | Traffic Control | | | | | | | |
| 01510.01 | Construction Signing And Traffic Control | L.S. | 1 | \$18,693.22 | \$18,693.22 | \$98,500.00 | \$66,620.00 | \$80,976.00 |
| 01510.02 | Flagging | HRS | 1000 | \$35.00 | \$35,000.00 | \$30.00 | \$1.00 | \$19.13 |
| 01510.03 | Project Identification Sign | EA | 1 | \$1,500.00 | \$1,500.00 | \$1,068.00 | \$517.17 | \$720.06 |
| 01510.04 | Solid Double Yellow Center Stripe | L.F. | 260 | \$0.60 | \$156.00 | \$1.00 | \$0.41 | \$0.62 |
| 01510.06 | Broken White Lane Stripe | L.F. | 1970 | \$0.30 | \$591.00 | \$1.00 | \$0.10 | \$0.40 |
| 01510.07 | Solid White Stacking Lane Stripe | L.F. | 360 | \$0.20 | \$72.00 | \$1.00 | \$0.38 | \$0.59 |
| 01510.08 | Yellow Two-Way Turn Lane Stripe | L.F. | 1810 | \$0.45 | \$814.50 | \$1.00 | \$0.32 | \$0.56 |
| 01510.11 | Remove Existing Stripe | L.F. | 165 | \$3.50 | \$577.50 | \$11.00 | \$6.15 | \$9.23 |
| 01510.12 | Stop Bars | EA | 95 | \$3.00 | \$285.00 | \$70.00 | \$1.11 | \$24.10 |
| 01510.13 | Turn Arrow | EA | 11 | \$40.00 | \$440.00 | \$120.00 | \$38.38 | \$67.18 |
| 01510.14 | Pedestrian Crossing Stripes | EA | 29 | \$7.00 | \$203.00 | \$120.00 | \$12.74 | \$49.18 |
| 01510.15 | Solid White Chevrons | EA | 3 | \$20.00 | \$60.00 | \$120.00 | \$14.07 | \$49.62 |
| 02050 | Removal and Disposal of Structures and Obstructions | | | | | | | |
| 02050.02 | Remove Existing Water Main | L.F. | 7 | \$15.00 | \$105.00 | \$151.32 | \$20.60 | \$97.31 |
| 02050.05 | Remove Existing Fitting | EA | 2 | \$200.00 | \$400.00 | \$444.67 | \$175.00 | \$288.56 |
| 02050.07 | Remove Fire Hydrant | EA | 2 | \$450.00 | \$900.00 | \$1,874.93 | \$175.00 | \$872.64 |
| 02050.08 | Remove Valve | EA | 4 | \$220.00 | \$880.00 | \$937.46 | \$175.00 | \$429.49 |
| 02050.10B | Remove Blow Off Riser | EA | 1 | \$250.00 | \$250.00 | \$1,452.70 | \$120.00 | \$660.57 |
| 02050.18 | Remove Existing Storm Drain | L.F. | 180 | \$15.00 | \$2,700.00 | \$53.85 | \$22.90 | \$37.25 |
| 02050.19 | Remove Existing Flared End Section | EA | 1 | \$100.00 | \$100.00 | \$304.16 | \$58.00 | \$151.60 |
| 02050.20 | Remove Existing Storm Inlet | EA | 4 | \$500.00 | \$2,000.00 | \$1,372.30 | \$176.00 | \$607.77 |
| 02050.24 | Removal Of Existing Fence | L.F. | 205 | \$5.00 | \$1,025.00 | \$7.50 | \$2.16 | \$5.64 |
| 02075 | Demolition of Asphalt and Portland Cement Concrete | | | | | | | |
| 02075.01 | Removal Of Existing Asphalt Pavement | S.Y. | 2680 | \$3.80 | \$10,184.00 | \$5.57 | \$4.00 | \$5.02 |
| 02075.02 | Removal Of Portland Cement Concrete Pavement | S.Y. | 3260 | \$8.00 | \$26,080.00 | \$8.16 | \$4.50 | \$6.22 |
| 02075.04 | Removal Of Sidewalk | S.F. | 12200 | \$1.50 | \$18,300.00 | \$2.49 | \$1.00 | \$1.50 |
| 02075.05 | Removal Of Driveway | S.F. | 4275 | \$1.75 | \$7,481.25 | \$1.50 | \$1.02 | \$1.24 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | DRM INC. | | Powder River Const | | Earthworks | |
|-----------|---|------|------------------|------------|--------------|--------------------|--------------|------------|--------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 02075.06 | Remove Curb & Gutter (Tangent) | L.F. | 2640 | \$3.00 | \$7,920.00 | \$3.75 | \$9,900.00 | \$6.43 | \$16,975.20 |
| 02075.09 | Remove Curb & Gutter (Radius) | L.F. | 200 | \$3.00 | \$600.00 | \$4.00 | \$800.00 | \$9.69 | \$1,938.00 |
| 02075.10 | Removal Of Concrete Fillet | S.F. | 450 | \$1.20 | \$540.00 | \$3.50 | \$1,575.00 | \$9.75 | \$4,387.50 |
| 02075.11 | Removal Of Concrete Valley Gutter | S.F. | 350 | \$1.20 | \$420.00 | \$2.50 | \$875.00 | \$1.46 | \$511.00 |
| 02075.13 | Removal Of Concrete Trickle Channel | S.F. | 55 | \$1.20 | \$66.00 | \$7.00 | \$385.00 | \$9.30 | \$511.50 |
| 02210 | Excavation and Embankment | | | | | | | | |
| 02210.01 | Unclassified Excavation Above Subgrade | C.Y. | 2010 | \$3.45 | \$6,934.50 | \$9.50 | \$19,095.00 | \$10.12 | \$20,341.20 |
| 02210.02 | Excavation Below Subgrade | C.Y. | 500 | \$8.70 | \$4,350.00 | \$28.00 | \$14,000.00 | \$14.35 | \$7,175.00 |
| 02210.03 | Rejected Material Disposal | C.Y. | 500 | \$7.55 | \$3,775.00 | \$1.00 | \$500.00 | \$12.42 | \$6,210.00 |
| 02210.04 | Surplus Material Disposal | C.Y. | 1200 | \$7.55 | \$9,060.00 | \$8.00 | \$9,600.00 | \$12.96 | \$15,552.00 |
| 2210.0712 | 12" Paved Road Subgrade Processing | S.Y. | 8880 | \$3.70 | \$32,856.00 | \$2.50 | \$22,200.00 | \$1.31 | \$11,632.80 |
| 2210.0812 | 12" Subgrade Processing For Patch | S.Y. | 240 | \$5.20 | \$1,248.00 | \$14.00 | \$3,360.00 | \$2.55 | \$612.00 |
| 02220 | Trench Excavation | | | | | | | | |
| 02220.02 | Underground Facility Locates | EA | 25 | \$166.00 | \$4,150.00 | \$120.00 | \$3,000.00 | \$364.90 | \$9,122.50 |
| 02220.03 | Underground Facility Crossing | EA | 10 | \$367.00 | \$3,670.00 | \$120.00 | \$1,200.00 | \$533.92 | \$5,339.20 |
| 02225 | Trench Backfill | | | | | | | | |
| 02225.02 | Install Trench Foundation | TONS | 50 | \$33.55 | \$1,677.50 | \$120.00 | \$6,000.00 | \$59.70 | \$2,985.00 |
| 02225.04 | Install Cement Treated Fill Pipe Saddle | EA | 1 | \$1,779.00 | \$1,779.00 | \$600.00 | \$600.00 | \$2,963.23 | \$2,963.23 |
| 02231 | Aggregate Sub-Base and Base Courses | | | | | | | | |
| 02231.014 | 4" Aggregate Base | S.Y. | 1950 | \$10.30 | \$20,085.00 | \$15.00 | \$29,250.00 | \$10.36 | \$20,202.00 |
| 02231.016 | 6" Aggregate Base | S.Y. | 9100 | \$11.55 | \$105,105.00 | \$9.50 | \$86,450.00 | \$9.40 | \$85,540.00 |
| 02280 | Topsoil | | | | | | | | |
| 02280.01 | Place Topsoil | C.Y. | 515 | \$4.65 | \$2,394.75 | \$16.00 | \$8,240.00 | \$4.66 | \$2,399.90 |
| 02280.03 | Stockpile Topsoil | C.Y. | 960 | \$1.70 | \$1,632.00 | \$14.25 | \$13,680.00 | \$2.66 | \$2,553.60 |
| 02511 | Pavement Rehabilitation | | | | | | | | |
| 02511.01 | Rotomilling Surface Of Asphalt Pavement | S.Y. | 40 | \$20.27 | \$810.80 | \$19.00 | \$760.00 | \$16.89 | \$675.60 |
| 02512 | Plant Mix Pavements | | | | | | | | |
| 02512.016 | 6" Asphaltic Concrete Paving | S.Y. | 550 | \$54.25 | \$29,837.50 | \$51.00 | \$28,050.00 | \$46.44 | \$25,542.00 |
| 02512.022 | 2" Asphaltic Concrete Patch | S.Y. | 40 | \$25.90 | \$1,036.00 | \$24.00 | \$960.00 | \$22.16 | \$886.40 |
| 02512.028 | 8" Asphaltic Concrete Patch | S.Y. | 215 | \$107.25 | \$23,058.75 | \$100.00 | \$21,500.00 | \$91.82 | \$19,741.30 |
| 02520 | Portland Cement Concrete Pavement | | | | | | | | |
| 02520.018 | 8" Portland Cement Concrete Paving | S.Y. | 7300 | \$58.85 | \$429,605.00 | \$45.00 | \$328,500.00 | \$50.34 | \$367,482.00 |
| 02528 | Concrete Curb Combined Curbs and Gutters | | | | | | | | |
| 02528.013 | Install New 30" Curb & Gutter | L.F. | 2520 | \$18.20 | \$45,864.00 | \$12.00 | \$30,240.00 | \$15.57 | \$39,236.40 |
| 02530 | Concrete Sidewalks, Driveway Approaches, Curb Turn Fillets, Valley Gutters,Misc. | | | | | | | | |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | Engineer's Estimate | | HIGH | LOW | AVE |
|-----------|--|------|------------------|---------------------|--------------|------------|----------|------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT | UNIT | UNIT |
| | | | | | | PRICE | PRICE | PRICE |
| 02075.06 | Remove Curb & Gutter (Tangent) | L.F. | 2640 | \$4.75 | \$12,540.00 | \$6.43 | \$3.00 | \$4.39 |
| 02075.09 | Remove Curb & Gutter (Radius) | L.F. | 200 | \$5.50 | \$1,100.00 | \$9.69 | \$3.00 | \$5.56 |
| 02075.10 | Removal Of Concrete Fillet | S.F. | 450 | \$3.00 | \$1,350.00 | \$9.75 | \$1.20 | \$4.82 |
| 02075.11 | Removal Of Concrete Valley Gutter | S.F. | 350 | \$3.15 | \$1,102.50 | \$2.50 | \$1.20 | \$1.72 |
| 02075.13 | Removal Of Concrete Trickle Channel | S.F. | 55 | \$16.00 | \$880.00 | \$9.30 | \$1.20 | \$5.83 |
| 02210 | Excavation and Embankment | | | | | | | |
| 02210.01 | Unclassified Excavation Above Subgrade | C.Y. | 2010 | \$8.50 | \$17,085.00 | \$10.12 | \$3.45 | \$7.69 |
| 02210.02 | Excavation Below Subgrade | C.Y. | 500 | \$18.00 | \$9,000.00 | \$28.00 | \$8.70 | \$17.02 |
| 02210.03 | Rejected Material Disposal | C.Y. | 500 | \$15.00 | \$7,500.00 | \$12.42 | \$1.00 | \$6.99 |
| 02210.04 | Surplus Material Disposal | C.Y. | 1200 | \$10.00 | \$12,000.00 | \$12.96 | \$7.55 | \$9.50 |
| 2210.0712 | 12" Paved Road Subgrade Processing | S.Y. | 8880 | \$4.00 | \$35,520.00 | \$3.70 | \$1.31 | \$2.50 |
| 2210.0812 | 12" Subgrade Processing For Patch | S.Y. | 240 | \$20.00 | \$4,800.00 | \$14.00 | \$2.55 | \$7.25 |
| 02220 | Trench Excavation | | | | | | | |
| 02220.02 | Underground Facility Locates | EA | 25 | \$300.00 | \$7,500.00 | \$364.90 | \$120.00 | \$216.97 |
| 02220.03 | Underground Facility Crossing | EA | 10 | \$500.00 | \$5,000.00 | \$533.92 | \$120.00 | \$340.31 |
| 02225 | Trench Backfill | | | | | | | |
| 02225.02 | Install Trench Foundation | TONS | 50 | \$50.00 | \$2,500.00 | \$120.00 | \$33.55 | \$71.08 |
| 02225.04 | Install Cement Treated Fill Pipe Saddle | EA | 1 | \$500.00 | \$500.00 | \$2,963.23 | \$600.00 | \$1,780.74 |
| 02231 | Aggregate Sub-Base and Base Courses | | | | | | | |
| 02231.014 | 4" Aggregate Base | S.Y. | 1950 | \$11.00 | \$21,450.00 | \$15.00 | \$10.30 | \$11.89 |
| 02231.016 | 6" Aggregate Base | S.Y. | 9100 | \$11.75 | \$106,925.00 | \$11.55 | \$9.40 | \$10.15 |
| 02280 | Topsoil | | | | | | | |
| 02280.01 | Place Topsoil | C.Y. | 515 | \$6.20 | \$3,193.00 | \$16.00 | \$4.65 | \$8.44 |
| 02280.03 | Stockpile Topsoil | C.Y. | 960 | \$4.20 | \$4,032.00 | \$14.25 | \$1.70 | \$6.20 |
| 02511 | Pavement Rehabilitation | | | | | | | |
| 02511.01 | Rotomilling Surface Of Asphalt Pavement | S.Y. | 40 | \$15.00 | \$600.00 | \$20.27 | \$16.89 | \$18.72 |
| 02512 | Plant Mix Pavements | | | | | | | |
| 02512.016 | 6" Asphaltic Concrete Paving | S.Y. | 550 | \$41.00 | \$22,550.00 | \$54.25 | \$46.44 | \$50.56 |
| 02512.022 | 2" Asphaltic Concrete Patch | S.Y. | 40 | \$15.75 | \$630.00 | \$25.90 | \$22.16 | \$24.02 |
| 02512.028 | 8" Asphaltic Concrete Patch | S.Y. | 215 | \$125.00 | \$26,875.00 | \$107.25 | \$91.82 | \$99.69 |
| 02520 | Portland Cement Concrete Pavement | | | | | | | |
| 02520.018 | 8" Portland Cement Concrete Paving | S.Y. | 7300 | \$46.80 | \$341,640.00 | \$58.85 | \$45.00 | \$51.40 |
| 02528 | Concrete Curb Combined Curbs and Gutters | | | | | | | |
| 02528.013 | Install New 30" Curb & Gutter | L.F. | 2520 | \$22.50 | \$56,700.00 | \$18.20 | \$12.00 | \$15.26 |
| 02530 | Concrete Sidewalks, Driveway Approaches, Curb Turn Fill | | | | | | | |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | DRM INC. | | Powder River Const | | Earthworks | |
|-------------|--|------|------------------|------------|-------------|--------------------|-------------|------------|-------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 02530.014 | Install Concrete Sidewalk (4") | S.F. | 11270 | \$3.85 | \$43,389.50 | \$4.25 | \$47,897.50 | \$3.27 | \$36,852.90 |
| 02530.024 | Install Colored Concrete Sidewalk (4") | S.F. | 3780 | \$6.35 | \$24,003.00 | \$6.50 | \$24,570.00 | \$5.44 | \$20,563.20 |
| 02530.034 | Install Stamped Concrete Sidewalk (4") | S.F. | 3780 | \$1.85 | \$6,993.00 | \$5.25 | \$19,845.00 | \$1.58 | \$5,972.40 |
| 02530.046 | Install Concrete Driveway (6") | S.F. | 3040 | \$6.60 | \$20,064.00 | \$7.00 | \$21,280.00 | \$5.65 | \$17,176.00 |
| 02530.068 | Install New Concrete Valley Gutter (8") | S.F. | 670 | \$10.50 | \$7,035.00 | \$9.00 | \$6,030.00 | \$8.97 | \$6,009.90 |
| 02530.088 | Install New Curb Return Fillet (8") | S.F. | 1160 | \$9.85 | \$11,426.00 | \$11.00 | \$12,760.00 | \$8.97 | \$10,405.20 |
| 02530.10 | Install Splash Pan For Fire Hydrant | S.F. | 75 | \$12.35 | \$926.25 | \$13.00 | \$975.00 | \$6.33 | \$474.75 |
| 02530.124 | Install Handicap Ramp (4") | S.F. | 1650 | \$11.10 | \$18,315.00 | \$8.00 | \$13,200.00 | \$9.50 | \$15,675.00 |
| 02570 | Adjusting Street Fixtures | | | | | | | | |
| 02570.01 | Adjust Manhole | EA | 5 | \$655.00 | \$3,275.00 | \$350.00 | \$1,750.00 | \$601.61 | \$3,008.05 |
| 02570.05 | Adjust Water Valve Box | EA | 6 | \$462.00 | \$2,772.00 | \$350.00 | \$2,100.00 | \$337.74 | \$2,026.44 |
| 02570.16 | Adjust Water Vault | EA | 2 | \$616.00 | \$1,232.00 | \$350.00 | \$700.00 | \$601.61 | \$1,203.22 |
| 02645 | Fire Hydrants | | | | | | | | |
| 02645.01 | Install Fire Hydrant Complete | EA | 2 | \$3,632.00 | \$7,264.00 | \$4,500.00 | \$9,000.00 | \$6,229.04 | \$12,458.08 |
| 02665 | Water Distribution and Transmissions Systems | | | | | | | | |
| 02665.016 | Install 6" Water Main | L.F. | 50 | \$27.65 | \$1,382.50 | \$47.00 | \$2,350.00 | \$79.99 | \$3,999.50 |
| 02665.018 | Install 8" Water Main | L.F. | 5 | \$36.30 | \$181.50 | \$118.00 | \$590.00 | \$175.68 | \$878.40 |
| 02665.03868 | Install 8"x6"x8" Tee | EA | 2 | \$645.00 | \$1,290.00 | \$775.00 | \$1,550.00 | \$1,179.39 | \$2,358.78 |
| 02665.108 | Install 8" Mj Sleeve | EA | 2 | \$1,683.00 | \$3,366.00 | \$470.00 | \$940.00 | \$1,087.53 | \$2,175.06 |
| 02665.116 | Install 6" Gate Valve | EA | 5 | \$1,582.00 | \$7,910.00 | \$1,050.00 | \$5,250.00 | \$1,449.48 | \$7,247.40 |
| 02665.118 | Install 8" Gate Valve | EA | 1 | \$1,374.00 | \$1,374.00 | \$1,050.00 | \$1,050.00 | \$1,707.36 | \$1,707.36 |
| 02665.18 | Connect To Existing Water Main | EA | 2 | \$2,564.00 | \$5,128.00 | \$300.00 | \$600.00 | \$1,383.94 | \$2,767.88 |
| 02725 | Storm Drains, Trickle Channels, and Culverts | | | | | | | | |
| 02725.0118 | Install 18" Rcp Storm Drain Pipe | L.F. | 380 | \$61.00 | \$23,180.00 | \$53.00 | \$20,140.00 | \$74.10 | \$28,158.00 |
| 02725.0124 | Install 24" Rcp Storm Drain Pipe | L.F. | 135 | \$80.50 | \$10,867.50 | \$63.00 | \$8,505.00 | \$92.02 | \$12,422.70 |
| 02725.0412 | Install 12" Corrugated Polyethylene Storm Drain Pipe | L.F. | 65 | \$36.60 | \$2,379.00 | \$41.00 | \$2,665.00 | \$49.30 | \$3,204.50 |
| 2725.136 | Install 60" Basic Storm Drain Manhole (5' Depth) | EA | 1 | \$4,004.00 | \$4,004.00 | \$5,250.00 | \$5,250.00 | \$6,918.25 | \$6,918.25 |
| 02725.15 | Additional Storm Drain Manhole Depth | V.F. | 3 | \$461.00 | \$1,383.00 | \$400.00 | \$1,200.00 | \$434.92 | \$1,304.76 |
| 02725.16 | Install Open Throat Storm Drain Inlet | EA | 1 | \$4,267.00 | \$4,267.00 | \$4,700.00 | \$4,700.00 | \$4,553.75 | \$4,553.75 |
| 02725.17 | Install Single Guttter Storm Drain Inlet | EA | 4 | \$4,092.00 | \$16,368.00 | \$4,405.00 | \$17,620.00 | \$4,806.73 | \$19,226.92 |
| 02725.22 | Install Sub-Drain System | L.F. | 2000 | \$12.10 | \$24,200.00 | \$19.00 | \$38,000.00 | \$13.79 | \$27,580.00 |
| 02725.23 | Install Sub-Drain Cleanout | EA | 8 | \$576.00 | \$4,608.00 | \$235.00 | \$1,880.00 | \$955.52 | \$7,644.16 |
| 02725.24 | Connect Sub-Drain To Storm Drain Inlet | EA | 4 | \$107.00 | \$428.00 | \$600.00 | \$2,400.00 | \$683.94 | \$2,735.76 |
| 02725.30 | Connect To Storm Drain Inlet | EA | 2 | \$340.00 | \$680.00 | \$600.00 | \$1,200.00 | \$896.60 | \$1,793.20 |
| 02725.31 | Connect To Storm Drain Manhole | EA | 1 | \$504.00 | \$504.00 | \$1,475.00 | \$1,475.00 | \$1,055.51 | \$1,055.51 |
| 02725.33 | Connect To Existing Storm Drain | EA | 2 | \$218.00 | \$436.00 | \$1,400.00 | \$2,800.00 | \$962.56 | \$1,925.12 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | Engineer's Estimate | | HIGH | LOW | AVE |
|-------------|--|------|------------------|---------------------|-------------|------------|------------|------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT | UNIT | UNIT |
| | | | | | | PRICE | PRICE | PRICE |
| 02530.014 | Install Concrete Sidewalk (4") | S.F. | 11270 | \$4.15 | \$46,770.50 | \$4.25 | \$3.27 | \$3.79 |
| 02530.024 | Install Colored Concrete Sidewalk (4") | S.F. | 3780 | \$4.00 | \$15,120.00 | \$6.50 | \$5.44 | \$6.10 |
| 02530.034 | Install Stamped Concrete Sidewalk (4") | S.F. | 3780 | \$4.00 | \$15,120.00 | \$5.25 | \$1.58 | \$2.89 |
| 02530.046 | Install Concrete Driveway (6") | S.F. | 3040 | \$6.75 | \$20,520.00 | \$7.00 | \$5.65 | \$6.42 |
| 02530.068 | Install New Concrete Valley Gutter (8") | S.F. | 670 | \$11.75 | \$7,872.50 | \$10.50 | \$8.97 | \$9.49 |
| 02530.088 | Install New Curb Return Fillet (8") | S.F. | 1160 | \$11.75 | \$13,630.00 | \$11.00 | \$8.97 | \$9.94 |
| 02530.10 | Install Splash Pan For Fire Hydrant | S.F. | 75 | \$9.00 | \$675.00 | \$13.00 | \$6.33 | \$10.56 |
| 02530.124 | Install Handicap Ramp (4") | S.F. | 1650 | \$18.00 | \$29,700.00 | \$11.10 | \$8.00 | \$9.53 |
| 02570 | Adjusting Street Fixtures | | | | | | | |
| 02570.01 | Adjust Manhole | EA | 5 | \$500.00 | \$2,500.00 | \$655.00 | \$350.00 | \$535.54 |
| 02570.05 | Adjust Water Valve Box | EA | 6 | \$390.00 | \$2,340.00 | \$462.00 | \$337.74 | \$383.25 |
| 02570.16 | Adjust Water Vault | EA | 2 | \$600.00 | \$1,200.00 | \$616.00 | \$350.00 | \$522.54 |
| 02645 | Fire Hydrants | | | | | | | |
| 02645.01 | Install Fire Hydrant Complete | EA | 2 | \$6,500.00 | \$13,000.00 | \$6,229.04 | \$3,632.00 | \$4,787.01 |
| 02665 | Water Distribution and Transmissions Systems | | | | | | | |
| 02665.016 | Install 6" Water Main | L.F. | 50 | \$45.00 | \$2,250.00 | \$79.99 | \$27.65 | \$51.55 |
| 02665.018 | Install 8" Water Main | L.F. | 5 | \$50.00 | \$250.00 | \$175.68 | \$36.30 | \$109.99 |
| 02665.03868 | Install 8"x6"x8" Tee | EA | 2 | \$850.00 | \$1,700.00 | \$1,179.39 | \$645.00 | \$866.46 |
| 02665.108 | Install 8" Mj Sleeve | EA | 2 | \$300.00 | \$600.00 | \$1,683.00 | \$470.00 | \$1,080.18 |
| 02665.116 | Install 6" Gate Valve | EA | 5 | \$1,500.00 | \$7,500.00 | \$1,582.00 | \$1,050.00 | \$1,360.49 |
| 02665.118 | Install 8" Gate Valve | EA | 1 | \$1,750.00 | \$1,750.00 | \$1,707.36 | \$1,050.00 | \$1,377.12 |
| 02665.18 | Connect To Existing Water Main | EA | 2 | \$1,000.00 | \$2,000.00 | \$2,564.00 | \$300.00 | \$1,415.98 |
| 02725 | Storm Drains, Trickle Channels, and Culverts | | | | | | | |
| 02725.0118 | Install 18" Rcp Storm Drain Pipe | L.F. | 380 | \$65.00 | \$24,700.00 | \$74.10 | \$53.00 | \$62.70 |
| 02725.0124 | Install 24" Rcp Storm Drain Pipe | L.F. | 135 | \$85.00 | \$11,475.00 | \$92.02 | \$63.00 | \$78.51 |
| 02725.0412 | Install 12" Corrugated Polyethylene Storm Drain Pipe | L.F. | 65 | \$35.00 | \$2,275.00 | \$49.30 | \$36.60 | \$42.30 |
| 2725.136 | Install 60" Basic Storm Drain Manhole (5' Depth) | EA | 1 | \$4,900.00 | \$4,900.00 | \$6,918.25 | \$4,004.00 | \$5,390.75 |
| 02725.15 | Additional Storm Drain Manhole Depth | V.F. | 3 | \$600.00 | \$1,800.00 | \$461.00 | \$400.00 | \$431.97 |
| 02725.16 | Install Open Throat Storm Drain Inlet | EA | 1 | \$5,000.00 | \$5,000.00 | \$4,700.00 | \$4,267.00 | \$4,506.92 |
| 02725.17 | Install Single Guttter Storm Drain Inlet | EA | 4 | \$4,000.00 | \$16,000.00 | \$4,806.73 | \$4,092.00 | \$4,434.58 |
| 02725.22 | Install Sub-Drain System | L.F. | 2000 | \$16.00 | \$32,000.00 | \$19.00 | \$12.10 | \$14.96 |
| 02725.23 | Install Sub-Drain Cleanout | EA | 8 | \$250.00 | \$2,000.00 | \$955.52 | \$235.00 | \$588.84 |
| 02725.24 | Connect Sub-Drain To Storm Drain Inlet | EA | 4 | \$275.00 | \$1,100.00 | \$683.94 | \$107.00 | \$463.65 |
| 02725.30 | Connect To Storm Drain Inlet | EA | 2 | \$500.00 | \$1,000.00 | \$896.60 | \$340.00 | \$612.20 |
| 02725.31 | Connect To Storm Drain Manhole | EA | 1 | \$500.00 | \$500.00 | \$1,475.00 | \$504.00 | \$1,011.50 |
| 02725.33 | Connect To Existing Storm Drain | EA | 2 | \$500.00 | \$1,000.00 | \$1,400.00 | \$218.00 | \$860.19 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | DRM INC. | | Powder River Const | | Earthworks | |
|------------|---|------|------------------|------------|-------------|--------------------|-------------|------------|-------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 02805 | Relocated Street Signs, Utility Poles, and Mailboxes | | | | | | | | |
| 02805.01 | Install Sign | EA | 8 | \$246.00 | \$1,968.00 | \$235.00 | \$1,880.00 | \$211.09 | \$1,688.72 |
| 02805.02 | Removal Of Sign | EA | 7 | \$35.00 | \$245.00 | \$150.00 | \$1,050.00 | \$131.93 | \$923.51 |
| 02895 | Engineering Fabric | | | | | | | | |
| 02895.01 | Install Fabric (Separation) | S.Y. | 8860 | \$1.40 | \$12,404.00 | \$1.00 | \$8,860.00 | \$1.24 | \$10,986.40 |
| 02895.02 | Install Geogrid | S.Y. | 1000 | \$2.40 | \$2,400.00 | \$2.50 | \$2,500.00 | \$1.60 | \$1,600.00 |
| 02900 | Landscaping | | | | | | | | |
| 02900.01 | Install Landscaping | EA | 1 | \$740.00 | \$740.00 | \$700.00 | \$700.00 | \$633.27 | \$633.27 |
| 02900.02 | Install Sprinkler System | EA | 1 | \$2,219.00 | \$2,219.00 | \$2,100.00 | \$2,100.00 | \$1,899.81 | \$1,899.81 |
| 02900.06 | Hydroseeding | S.F. | 28000 | \$0.20 | \$5,600.00 | \$0.20 | \$5,600.00 | \$0.16 | \$4,480.00 |
| 02900.07 | Sodding | S.F. | 2500 | \$3.70 | \$9,250.00 | \$3.50 | \$8,750.00 | \$3.17 | \$7,925.00 |
| 02900.10 | Install Fence (Wood Picket) | L.F. | 205 | \$36.00 | \$7,380.00 | \$35.00 | \$7,175.00 | \$31.66 | \$6,490.30 |
| 16000 | Electrical | | | | | | | | |
| 16000.0124 | 24" Deep Trenching | L.F. | 1060 | \$4.30 | \$4,558.00 | \$4.00 | \$4,240.00 | \$2.11 | \$2,236.60 |
| 16000.021 | Install 1" Electrical Pvc Conduit | L.F. | 1060 | \$4.30 | \$4,558.00 | \$1.75 | \$1,855.00 | \$5.54 | \$5,872.40 |
| 16000.16 | Remove Highway Luminaire | EA | 6 | \$494.00 | \$2,964.00 | \$470.00 | \$2,820.00 | \$422.18 | \$2,533.08 |
| 16000.17 | Install Residential Luminaire | EA | 6 | \$370.00 | \$2,220.00 | \$350.00 | \$2,100.00 | \$527.73 | \$3,166.38 |
| 16000.18 | Install Highway Luminaire | EA | 1 | \$616.00 | \$616.00 | \$600.00 | \$600.00 | \$1,899.81 | \$1,899.81 |
| 16000.2210 | Install No. 10 Awg, Conductor | L.F. | 1270 | \$2.50 | \$3,175.00 | \$2.50 | \$3,175.00 | \$2.01 | \$2,552.70 |
| | Traffic Signals | | | | | | | | |
| 16000.161 | Remove Wood Poles | EA | 4 | \$494.00 | \$1,976.00 | \$500.00 | \$2,000.00 | \$580.50 | \$2,322.00 |
| 16000.162 | Remove Traffic Signal Heads | EA | 13 | \$98.60 | \$1,281.80 | \$95.00 | \$1,235.00 | \$158.32 | \$2,058.16 |
| 16000.163 | Remove Luminaires and Arms | EA | 4 | \$154.00 | \$616.00 | \$150.00 | \$600.00 | \$211.09 | \$844.36 |
| 16000.164 | Remove Ped Heads | EA | 8 | \$61.60 | \$492.80 | \$60.00 | \$480.00 | \$116.10 | \$928.80 |
| 16000.165 | Remove Video Cameras | EA | 2 | \$92.55 | \$185.10 | \$88.00 | \$176.00 | \$105.55 | \$211.10 |
| 16000.166 | Remove Span Wire and Signal Wire | LS | 1 | \$493.00 | \$493.00 | \$475.00 | \$475.00 | \$1,583.18 | \$1,583.18 |
| 16000.167 | Remove Overhead Signs & Brackets | EA | 7 | \$30.00 | \$210.00 | \$30.00 | \$210.00 | \$258.59 | \$1,810.13 |
| 16000.168 | Remove Pushbuttons | EA | 8 | \$30.00 | \$240.00 | \$30.00 | \$240.00 | \$63.33 | \$506.64 |
| 16000.05TS | Install Traffic Signal Pole Foundation | EA | 4 | \$2,465.00 | \$9,860.00 | \$2,350.00 | \$9,400.00 | \$1,393.20 | \$5,572.80 |
| 16000.19 | Install Traffic Signal Pole & Mast Arm | EA | 4 | \$1,602.00 | \$6,408.00 | \$1,525.00 | \$6,100.00 | \$949.91 | \$3,799.64 |
| 16000.25 | Install Pedestrian Head (removed) | EA | 8 | \$92.55 | \$740.40 | \$88.00 | \$704.00 | \$158.32 | \$1,266.56 |
| 16000.26 | Install Pedestrian Push Button (removed) | EA | 8 | \$61.60 | \$492.80 | \$56.00 | \$448.00 | \$94.99 | \$759.92 |
| 16000.27 | Install Traffic Signal Head (Removed) | EA | 8 | \$154.00 | \$1,232.00 | \$150.00 | \$1,200.00 | \$337.74 | \$2,701.92 |
| 16000.28R | Traffic Signal Head w/ Backplate (removed) | EA | 5 | \$123.00 | \$615.00 | \$115.00 | \$575.00 | \$337.74 | \$1,688.70 |
| 16000.28N | Traffic Signal Head w/ Backplate (new) | EA | 3 | \$154.00 | \$462.00 | \$145.00 | \$435.00 | \$337.74 | \$1,013.22 |
| 16000.281 | Install Overhead Signs & Brackets (removed) | EA | 3 | \$92.55 | \$277.65 | \$88.00 | \$264.00 | \$337.74 | \$1,013.22 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | Engineer's Estimate | | HIGH | LOW | AVE |
|------------|---|------|------------------|---------------------|-------------|------------|------------|------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT | UNIT | UNIT |
| | | | | | | PRICE | PRICE | PRICE |
| 02805 | Relocated Street Signs, Utility Poles, and Mailboxes | | | | | | | |
| 02805.01 | Install Sign | EA | 8 | \$400.00 | \$3,200.00 | \$246.00 | \$211.09 | \$230.70 |
| 02805.02 | Removal Of Sign | EA | 7 | \$150.00 | \$1,050.00 | \$150.00 | \$35.00 | \$105.64 |
| 02895 | Engineering Fabric | | | | | | | |
| 02895.01 | Install Fabric (Separation) | S.Y. | 8860 | \$1.75 | \$15,505.00 | \$1.40 | \$1.00 | \$1.21 |
| 02895.02 | Install Geogrid | S.Y. | 1000 | \$3.25 | \$3,250.00 | \$2.50 | \$1.60 | \$2.17 |
| 02900 | Landscaping | | | | | | | |
| 02900.01 | Install Landscaping | EA | 1 | \$1,000.00 | \$1,000.00 | \$740.00 | \$633.27 | \$691.09 |
| 02900.02 | Install Sprinkler System | EA | 1 | \$2,500.00 | \$2,500.00 | \$2,219.00 | \$1,899.81 | \$2,072.94 |
| 02900.06 | Hydroseeding | S.F. | 28000 | \$0.20 | \$5,600.00 | \$0.20 | \$0.16 | \$0.19 |
| 02900.07 | Sodding | S.F. | 2500 | \$2.00 | \$5,000.00 | \$3.70 | \$3.17 | \$3.46 |
| 02900.10 | Install Fence (Wood Picket) | L.F. | 205 | \$45.00 | \$9,225.00 | \$36.00 | \$31.66 | \$34.22 |
| 16000 | Electrical | | | | | | | |
| 16000.0124 | 24" Deep Trenching | L.F. | 1060 | \$1.50 | \$1,590.00 | \$4.30 | \$2.11 | \$3.47 |
| 16000.021 | Install 1" Electrical Pvc Conduit | L.F. | 1060 | \$3.00 | \$3,180.00 | \$5.54 | \$1.75 | \$3.86 |
| 16000.16 | Remove Highway Luminaire | EA | 6 | \$6.50 | \$39.00 | \$494.00 | \$422.18 | \$462.06 |
| 16000.17 | Install Residential Luminaire | EA | 6 | \$850.00 | \$5,100.00 | \$527.73 | \$350.00 | \$415.91 |
| 16000.18 | Install Highway Luminaire | EA | 1 | \$1,500.00 | \$1,500.00 | \$1,899.81 | \$600.00 | \$1,038.60 |
| 16000.2210 | Install No. 10 Awg, Conductor | L.F. | 1270 | \$1.30 | \$1,651.00 | \$2.50 | \$2.01 | \$2.34 |
| | Traffic Signals | | | | | | | |
| 16000.161 | Remove Wood Poles | EA | 4 | \$750.00 | \$3,000.00 | \$580.50 | \$494.00 | \$524.83 |
| 16000.162 | Remove Traffic Signal Heads | EA | 13 | \$250.00 | \$3,250.00 | \$158.32 | \$95.00 | \$117.31 |
| 16000.163 | Remove Luminaires and Arms | EA | 4 | \$300.00 | \$1,200.00 | \$211.09 | \$150.00 | \$171.70 |
| 16000.164 | Remove Ped Heads | EA | 8 | \$250.00 | \$2,000.00 | \$116.10 | \$60.00 | \$79.23 |
| 16000.165 | Remove Video Cameras | EA | 2 | \$300.00 | \$600.00 | \$105.55 | \$88.00 | \$95.37 |
| 16000.166 | Remove Span Wire and Signal Wire | LS | 1 | \$1,000.00 | \$1,000.00 | \$1,583.18 | \$475.00 | \$850.39 |
| 16000.167 | Remove Overhead Signs & Brackets | EA | 7 | \$300.00 | \$2,100.00 | \$258.59 | \$30.00 | \$106.20 |
| 16000.168 | Remove Pushbuttons | EA | 8 | \$100.00 | \$800.00 | \$63.33 | \$30.00 | \$41.11 |
| 16000.05TS | Install Traffic Signal Pole Foundation | EA | 4 | \$2,000.00 | \$8,000.00 | \$2,465.00 | \$1,393.20 | \$2,069.40 |
| 16000.19 | Install Traffic Signal Pole & Mast Arm | EA | 4 | \$1,000.00 | \$4,000.00 | \$1,602.00 | \$949.91 | \$1,358.97 |
| 16000.25 | Install Pedestrian Head (removed) | EA | 8 | \$400.00 | \$3,200.00 | \$158.32 | \$88.00 | \$112.96 |
| 16000.26 | Install Pedestrian Push Button (removed) | EA | 8 | \$300.00 | \$2,400.00 | \$94.99 | \$56.00 | \$70.86 |
| 16000.27 | Install Traffic Signal Head (Removed) | EA | 8 | \$600.00 | \$4,800.00 | \$337.74 | \$150.00 | \$213.91 |
| 16000.28R | Traffic Signal Head w/ Backplate (removed) | EA | 5 | \$650.00 | \$3,250.00 | \$337.74 | \$115.00 | \$191.91 |
| 16000.28N | Traffic Signal Head w/ Backplate (new) | EA | 3 | \$700.00 | \$2,100.00 | \$337.74 | \$145.00 | \$212.25 |
| 16000.281 | Install Overhead Signs & Brackets (removed) | EA | 3 | \$300.00 | \$900.00 | \$337.74 | \$88.00 | \$172.76 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

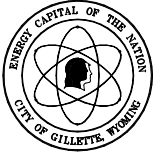
| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | DRM INC. | | Powder River Const | | Earthworks | |
|-------------|---|------|------------------|------------|----------------|--------------------|----------------|------------|----------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 16000.282 | Install Overhead Signs & Brackets (new) | EA | 6 | \$92.55 | \$555.30 | \$88.00 | \$528.00 | \$337.74 | \$2,026.44 |
| 16000.18 | Install Luminaire and Arm (removed) | EA | 4 | \$185.10 | \$740.40 | \$175.00 | \$700.00 | \$337.75 | \$1,351.00 |
| 16000.02.3 | 3" PVC Conduit | LF | 335 | \$11.10 | \$3,718.50 | \$10.00 | \$3,350.00 | \$10.55 | \$3,534.25 |
| 16000.04 | 3 Electrical Conductor W Ground (#12) | LF | 160 | \$2.45 | \$392.00 | \$2.25 | \$360.00 | \$3.43 | \$548.80 |
| 16000.09 | Type B Pullbox | EA | 3 | \$740.00 | \$2,220.00 | \$700.00 | \$2,100.00 | \$833.81 | \$2,501.43 |
| 16000.20v | Video Camera w/mount (new) | EA | 2 | \$308.00 | \$616.00 | \$300.00 | \$600.00 | \$158.32 | \$316.64 |
| 16000.20v | Video Camera (removed) | EA | 2 | \$246.00 | \$492.00 | \$235.00 | \$470.00 | \$158.32 | \$316.64 |
| 16000.21v | Video Cable | LF | 160 | \$2.45 | \$392.00 | \$2.50 | \$400.00 | \$5.38 | \$860.80 |
| 16000.22.14 | Color Coded Wire #8 AWG | LF | 280 | \$0.60 | \$168.00 | \$0.60 | \$168.00 | \$3.11 | \$870.80 |
| 16000.23.3 | 3c Traffic Cable | LF | 200 | \$2.45 | \$490.00 | \$2.50 | \$500.00 | \$4.22 | \$844.00 |
| 16000.23.5 | 5c Traffic Cable | LF | 690 | \$3.00 | \$2,070.00 | \$3.00 | \$2,070.00 | \$2.64 | \$1,821.60 |
| 16000.23.7 | 7c Traffic Cable | LF | 260 | \$3.70 | \$962.00 | \$3.50 | \$910.00 | \$3.38 | \$878.80 |
| 16000.23.20 | 20c Traffic Cable | LF | 370 | \$6.15 | \$2,275.50 | \$6.00 | \$2,220.00 | \$5.38 | \$1,990.60 |
| 16000.23.8 | Single c #8 AWG | LF | 740 | \$1.20 | \$888.00 | \$1.00 | \$740.00 | \$2.11 | \$1,561.40 |
| 16000.23R | 1/4" Poly Rope | LF | 370 | \$0.60 | \$222.00 | \$1.00 | \$370.00 | \$0.42 | \$155.40 |
| | | | | | \$1,423,945.45 | | \$1,336,346.25 | | \$1,424,649.00 |

CLIENT: City of Gillette
PROJECT NO. 16EN16 (153738.00)

BID TABULATION FORM
BOXELDER ROAD ENHANCEMENTS

PCA ENGINEERING
BID DATE: May 23, 2017

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY FOR BID | Engineer's Estimate | | HIGH | LOW | AVE |
|-------------|---|------|------------------|---------------------|----------------|------------|------------|------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| | | | | | | | | |
| 16000.282 | Install Overhead Signs & Brackets (new) | EA | 6 | \$400.00 | \$2,400.00 | \$337.74 | \$88.00 | \$172.76 |
| 16000.18 | Install Luminaire and Arm (removed) | EA | 4 | \$800.00 | \$3,200.00 | \$337.75 | \$175.00 | \$232.62 |
| 16000.02.3 | 3" PVC Conduit | LF | 335 | \$50.00 | \$16,750.00 | \$11.10 | \$10.00 | \$10.55 |
| 16000.04 | 3 Electrical Conductor W Ground (#12) | LF | 160 | \$1.00 | \$160.00 | \$3.43 | \$2.25 | \$2.71 |
| 16000.09 | Type B Pullbox | EA | 3 | \$1,500.00 | \$4,500.00 | \$833.81 | \$700.00 | \$757.94 |
| 16000.20v | Video Camera w/mount (new) | EA | 2 | \$500.00 | \$1,000.00 | \$308.00 | \$158.32 | \$255.44 |
| 16000.20v | Video Camera (removed) | EA | 2 | \$400.00 | \$800.00 | \$246.00 | \$158.32 | \$213.11 |
| 16000.21v | Video Cable | LF | 160 | \$1.50 | \$240.00 | \$5.38 | \$2.45 | \$3.44 |
| 16000.22.14 | Color Coded Wire #8 AWG | LF | 280 | \$1.50 | \$420.00 | \$3.11 | \$0.60 | \$1.44 |
| 16000.23.3 | 3c Traffic Cable | LF | 200 | \$2.50 | \$500.00 | \$4.22 | \$2.45 | \$3.06 |
| 16000.23.5 | 5c Traffic Cable | LF | 690 | \$4.00 | \$2,760.00 | \$3.00 | \$2.64 | \$2.88 |
| 16000.23.7 | 7c Traffic Cable | LF | 260 | \$5.00 | \$1,300.00 | \$3.70 | \$3.38 | \$3.53 |
| 16000.23.20 | 20c Traffic Cable | LF | 370 | \$8.00 | \$2,960.00 | \$6.15 | \$5.38 | \$5.84 |
| 16000.23.8 | Single c #8 AWG | LF | 740 | \$1.25 | \$925.00 | \$2.11 | \$1.00 | \$1.44 |
| 16000.23R | 1/4" Poly Rope | LF | 370 | \$0.50 | \$185.00 | \$1.00 | \$0.42 | \$0.67 |
| | | | | | \$1,378,838.79 | | | |



CITY OF GILLETTE BID OPENING RESULTS FORM

Project: Boxelder Road Enhancement

City of Gillette Project Number: 16EN16

Date May 23, 2017

OWNER: CITY OF GILLETTE

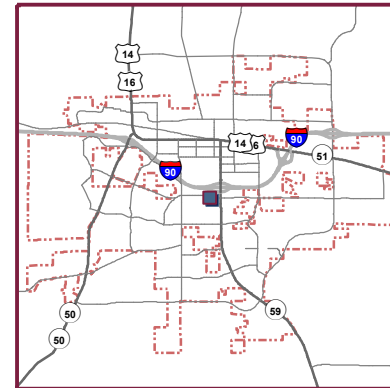
TIME: 2:00 pm

| | BIDDER | BID BOND | ADDENDUM | CERTIFICATE OF RESIDENCY | BID AMOUNT |
|---------------------|---------------------------------|-------------|----------|-----------------------------|------------------------|
| 1. | DRM, Inc. | X | X | X | \$ 1,423,945.45 |
| 2. | Powder River Construction, Inc. | X | X | X | \$ 1,336,346.25 |
| 3. | Earth Works Solutions | X | X | X | \$ 1,424,649.00 |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 6. | | | | | \$ |
| 7. | | | | | \$ |
| 8. | | | | | \$ |
| ENGINEER'S ESTIMATE | | | | | <u>\$ 1,378,839.00</u> |



CITY OF GILLETTE

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



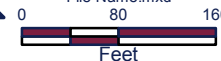
Legend

- Parcels
- New Alignment
- Hydroseed Areas

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\Department\Folder\File Name.mxd



Boxelder Road Enhancements

May 18, 2017

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



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Construction Management Associated with the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project with PCA Engineering, Inc., in the Amount of \$171,546.00 (1% Project).

BACKGROUND:

PCA Engineering, Inc. completed the design of Boxelder Road from just west of Maple Court to the entrance of Taco Johns. The design includes the reconstruction of the pavement including straightening of the S curve portion including new street lighting and minor water and storm sewer improvements within the area. A permanent traffic signal will be installed as part of this project. PCA Engineering will be providing Construction Management, Surveying, and Material Testing under this agreement.

The Construction Management will include surveying, material testing and construction inspection of the project. The work will also include the close-out and preparation of record drawings of the final construction.

This project has been allotted 95 working days to Final Completion. The construction administration cost per day is \$1,805 or 12.8% of the bid recommended for award.

ACTUAL COST VS. BUDGET:

The funding for this project has been allocated from the 1% Optional Tax Account 201-10-05-419-70-47401.

SUGGESTED MOTION:

I move for Approval of a Professional Service Agreement for Construction Management Associated with the Boxelder Road Enhancement - Emerson to Highway 59 (S Curve Area) Project with PCA Engineering, Inc., in the Amount of \$171,546.00 (1% Project).

STAFF REFERENCE:

Dustin Hamilton, P.E. Development Services Director

ATTACHMENTS:

Click to download

☐ [Agreement](#)

☐ [Agreement Budget](#)

☐ [Map](#)

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

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

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

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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 6 , 2017 (“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:

Boxelder Road Enhancements (16EN16)
("Project").

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

Construction Administration services including inspection, construction staking, and material testing.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

ARTICLE 5 — OPINIONS OF COST

5.01 — *Opinions of Probable Construction Cost*

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

5.02 — *Designing to Construction Cost Limit*

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

5.03 — *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

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

~~6.02 Design Without Construction Phase Services~~

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

6.03 Use of Documents

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

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

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

6.04 *Insurance*

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

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

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

6.05 *Suspension and Termination*

A. Suspension:

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

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

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
City of Gillette

Engineer:
PCA Engineering, Inc.

By: Louise Carter - King

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. 5th 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):

Heath VonEye, M.Sc., 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: heathv@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 June 6, 2017.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

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

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

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

~~A1.02 Preliminary Design Phase~~

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

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
- ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
[here list any such tasks or deliverables]~~
- ~~6. Furnish ____ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ____ calendar days of authorization to proceed with this phase, and review them with Owner. Within ____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ____ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03—Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 - ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
 - ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
 - ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
 - ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ____ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ____ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ____ calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime~~

~~contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

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

~~A1.05 Construction Phase~~

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

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

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

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

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

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

with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

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

be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

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

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 - 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 - 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

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

- Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Owner's Responsibilities

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

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

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

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 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:

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6, 2017.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$ 171,546 based upon full-time RPR services on a nine -hour workday, Monday through Friday, over a 85 working day (to substantial completion) construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic 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; subsistence and transportation of Resident Project Representative and assistants; 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such 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.~~

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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. *Estimated Compensation Amounts:*
 - a. 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.
 - b. 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 Engineer's services during 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.
4. 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**

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

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

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

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

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

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6, 2017.

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 |
| Theoretical Maximum Spec. Gravity (Rice) | \$ 75.00 |
| 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 10% | |

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 June 6, 2017.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

B. 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 | \$ 95.00 |
| Project Manager - Designer | \$125.00 |
| Project Engineer | \$105.00 |
| Engineering Intern | \$ 75.00 |
| Geotechnical Manager | \$ 95.00 |
| Engineering Tech | \$ 90.00 |
| Engineering Tech (Summer Intern) | \$ 50.00 |
| Bookeeper-Admin Asst. | \$ 65.00 |
| Receptionist Office Asst. | \$ 60.00 |

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

D1.01 Resident Project Representative

- C. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- D. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes 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 Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative 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. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only 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 authorized representative or designee, 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 Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- 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 Construction 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 Contract Documents 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 visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project 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 (Exhibit E).

F. 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 this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
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.
5. Advise on, issue directions regarding, or assume control over security or 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 G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6, 2017.

Insurance

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

G6.04 Insurance

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

1. By Engineer:

a. Workers' Compensation:

Statutory

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

| | |
|---------------------------------------|---------------------|
| 1) Each Accident: | \$ _____ |
| 2) Disease, Policy Limit: | \$ _____ |
| 3) Disease, Each Employee: | \$ _____ |

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) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |

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 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6, 2017.

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.

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 June 6, 2017.

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: Boxelder Road Enhancements (16EN16)

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: _____

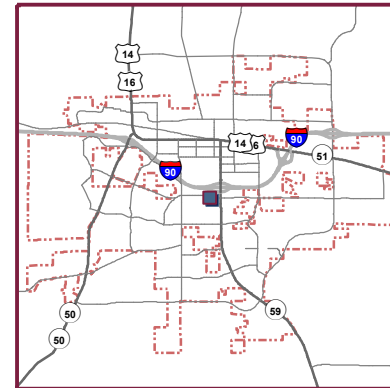
Date
Signed: _____

Date Signed: _____



CITY OF GILLETTE

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



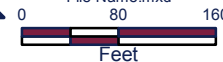
Legend

- Parcels
- New Alignment
- Hydroseed Areas

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.



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Boxelder Road Enhancements

May 18, 2017

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



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Development Improvements for the Pat's Offroad - 4" Waterline Project, Installed by West Construction, LLC, on Behalf of the Developer, Paul Knapp.

BACKGROUND:

This project installed water system improvements to provide water service and fire suppression for Pat's Offroad, located at 5850 Magnuson Boulevard, south of Southern Drive. The City will be accepting for ownership and maintenance the following improvements:

Water System Improvements

- 4" Water Gate Valve and associated appurtenances

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

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of the Acceptance of Development Improvements for the Pat's Offroad - 4" Waterline Project, Installed by West Construction, LLC. on Behalf of the Developer, Paul Knapp.

STAFF REFERENCE:

Dustin Hamilton, P.E., Development Services Director

ATTACHMENTS:

Click to download

☐ [Warranty](#)

☐ [Certificate of Compliance](#)

☐ [Map](#)

WARRANTY

(Developer)

Cale Kaupp, hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Pat's Offroad - 4" Waterline (16EN01) FOR A PERIOD OF Two Years FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

DEVELOPER further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that DEVELOPER will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of TWO YEARS is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to DEVELOPER that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to DEVELOPER by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to DEVELOPER in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of DEVELOPER shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the City sent notice as provided above within the two year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

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

5880 Magnuson Blvd, Gillette, WY 82718

DATED this _____ day of _____, 20__

Cale Kaupp
DEVELOPER

[Signature] President
SIGNATURE (TITLE)

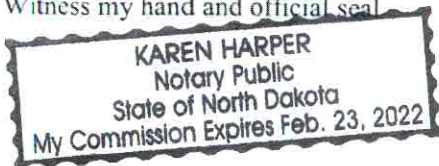
STATE OF WYOMING

COUNTY OF CAMPBELL

SS

The foregoing instrument was acknowledged before me by Cale Kaupp,
this 25th day of April, 2017

Witness my hand and official seal



Notary Public

Karen Harper

My commission Expires:

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE

PROJECT NAME: Pat's Offroad

CITY PROJECT NO.: 16EN01 CITY PERMIT NO.: 16EN01

DEVELOPER: Pat's Offroad ENGINEER: Carol Chadwick, PE
(address) P.O. Box 1993 4300 Lexington Ave
Williston, ND 58802 Gillette, WY 82718

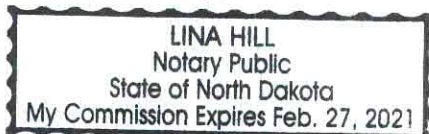
I, CALE KAUPP, as official representative of the above named developer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

[Signature]
Signature
CALE KAUPP PRESIDENT
Print Name/Title

12/01/15
Date

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by LINA HILL, This 1 day of DECEMBER, 2015.



Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: FEB 27th, 2021

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

[Signature]
Signature
Print Name/Title Carol Chadwick
Civil Engineer

11/13/15
Date
P.E. Number 9594 (STAMP)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by Carol Chadwick, This 13 day of Nov, 2015.

Witness my hand and official seal.

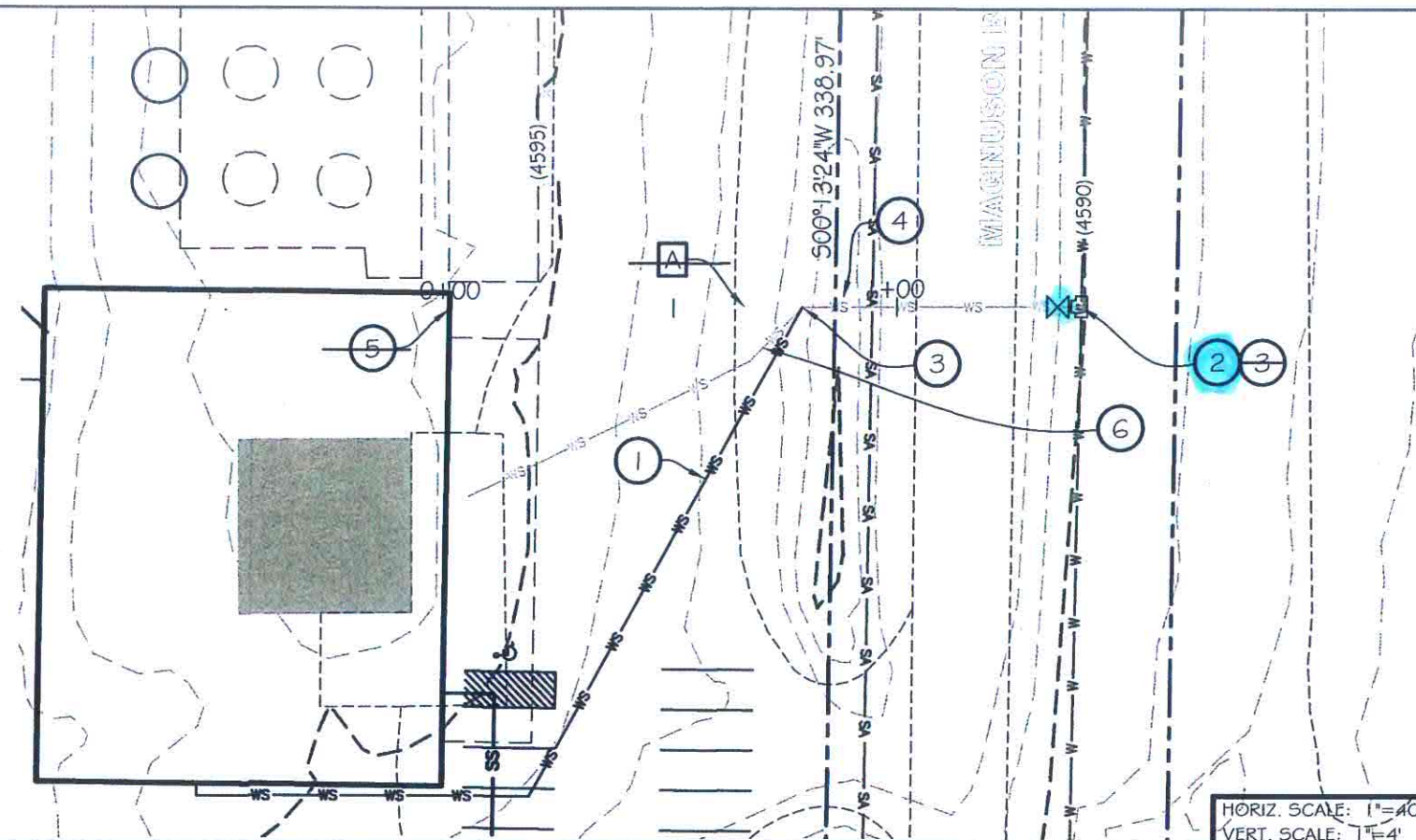
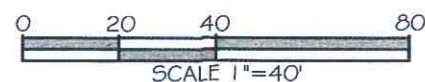
[Signature]
Notary Public

My Commission Expires: 2/2/19

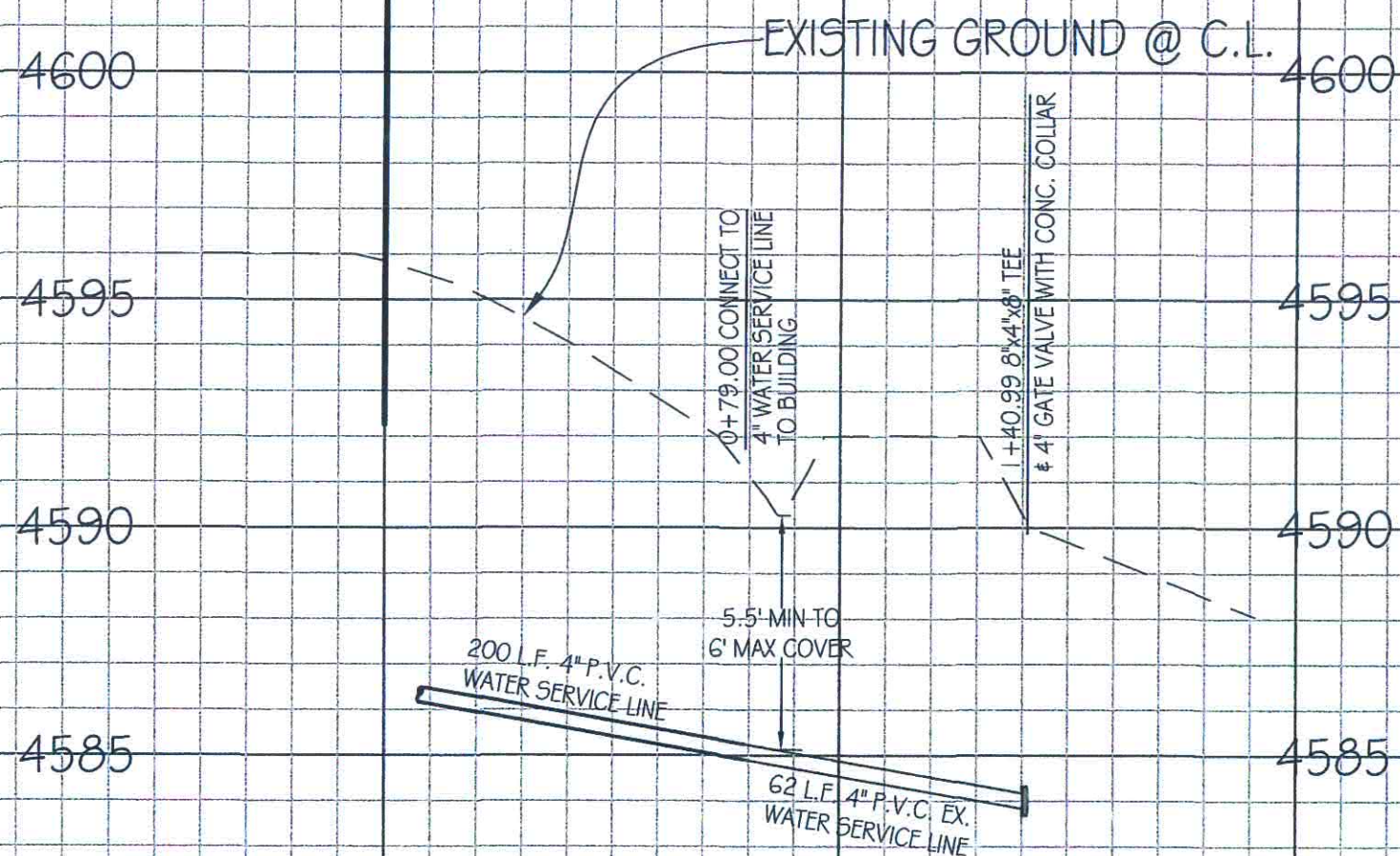


| | | |
|---|---|----------|
| 1 | INSTALL 4" P.V.C. WATER SERVICE LINE | 200 L.F. |
| 2 | INSTALL 4" GATE VALVE WITH CONCRETE COLLAR | 1 EA. |
| 3 | INSTALL 8"x4"x8" TEE- CONNECT TO EXISTING 4" WATER LINE | 1 EA. |
| 4 | INSTALL 2" THICK INSULATION BOARD | 32 S.F. |
| 5 | CONNECT TO BLDG PER PLUMBING PLANS | 1 EA. |
| 6 | REMOVE AND PLUG EXISTING TAP, WATER SERVICE & APPURTENANCES | 1 EA. |

| TANGENT DATA | | |
|--------------|-------------|---------|
| | BEARING | L, FEET |
| A | N89°40'43"E | 140.99 |



HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'



PAT'S OFFROAD IMPROVEMENT PLANS WATER PLAN & PROFILE

CAROL CHADWICK P.F.

Event Engineering
427 S.W. Wise Drive
Lake City, FL 32024
(907) 680-1772
ccpewjoo@gmail.com

| | |
|--------------|----------|
| DATE: | 02/19/17 |
| JOB NO: | 15061 |
| DRAWN BY: | CC |
| APPROVED BY: | CC |

WATER MAIN P&P
WA-1



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Gillette Madison Pipeline Project, Contract #8, to COP Wyoming, LLC, in the Amount of \$6,975,990.00.

BACKGROUND:

The construction contract for Contract #8 will include the installation of approximately 31,500 lineal feet of 18" PVC transmission line for the purpose of delivering water produced and treated in the City to the blending location located near the WYODAK power plant. An alternate item was included in the bid that provides an alternate profile that was coordinated with a potential development during the design phase between stations 104+50 and 142+00 (east of Garner Lake Road to Interstate 90).

The City Purchasing Division opened bids for the project on May 24, 2017, at the City Warehouse. The following four bids were received:

| Bidder | Base Bid Amount | Bid Alternate |
|---|-----------------|---------------|
| COP Wyoming, LLC | \$6,975,990.00 | \$-12,400 |
| DRM, Inc. | \$7,031,486.50 | \$-20,000 |
| Western Municipal Construction of Wyoming | \$7,117,000.00 | \$41,000 |
| Garney Construction | \$7,780,470.00 | \$0 |

Burns and McDonnell reviewed the bids and determined that COP Wyoming, LLC's bid had no errors, provided the lowest bid, and provided all of the necessary documentation during the bidding process. They provided the attached bid award recommendation for review. Because the

development may not occur at this time, the recommendation for award is for the base bid.

ACTUAL COST VS. BUDGET:

The Engineer's Estimate at the time of bidding was \$13,231,000.00. This project is eligible for reimbursement from the Wyoming Water Development Commission and will be paid for by 67% grant and 33% CAP Tax. A concurrence letter from the Wyoming Water Development Office is attached.

Budget Account No. 301-70-72-441-70-47411

Project No. 07EN58

SUGGESTED MOTION:

I Move to Approve a Bid Award for the Gillette Madison Pipeline Project, Contract #8, to COP Wyoming, LLC, in the Amount of \$6,975,990.00.

STAFF REFERENCE:

MAP - Michael H. Cole, Utilities Director

ATTACHMENTS:

Click to download

☐ [Engineer's Recommendation](#)

☐ [Project Overview](#)

☐ [Wyo Water Dev Concurrence Letter](#)



May 26, 2017

Levi Jensen, P.E.
Utility Project Manager
City of Gillette
611 Exchange Avenue
Gillette, WY 82717

Re: Gillette Madison Pipeline Project Contract 8 Award Recommendation

Dear Mr. Jensen:

The City of Gillette received four (4) bids on May 24, 2017 for the Gillette Madison Pipeline Project Contract 8 - 18-inch Blending Waterline. A summary of the bid results is indicated in the following table. All 4 bidders provided the requisite bid bond and acknowledged Addenda 1 on their respective bid forms.

| GMPP - Contract 8 18-inch Blending Waterline Bid Summary Results | | |
|---|------------------|---------------|
| Bidder | Total Base Bid | Add Alternate |
| COP Wyoming LLC | \$6,975,990.00 | -\$12,400 |
| DRM | \$7,031,486.50 | -\$20,000 |
| Garney Companies, Inc. | \$7,780,470.00 | \$0.00 |
| Western Municipal | \$7,082,710.00 * | \$40,000 |

*Revised due to mathematical error on bid form

Considering the bids received, we recommend that the Gillette Madison Pipeline Contract 8, be awarded to COP Wyoming LLC in the amount of \$6,975,990.00. (If the add alternate comes to fruition then the contract should be awarded in the amount of \$6,963,590). COP Wyoming LLC has recently completed Contract 6 (Tank) and Contract 7 (Hypochlorite Facility) of the Gillette Madison Pipeline Project without incident. They were also pre-qualified to bid on the Contract 3, 4A, 4BCDF and 4E (42-inch waterline) portions of the GMPP project. COP Wyoming has provided the lowest bid, and provided all necessary documentation during the bid process.

The official bid tabulation is attached. As always, please call with any questions that you might have. I can be reached at (303) 474-2208.

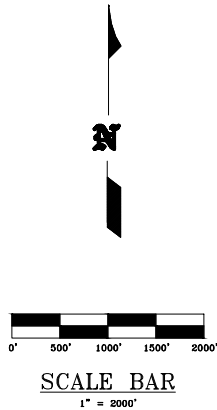
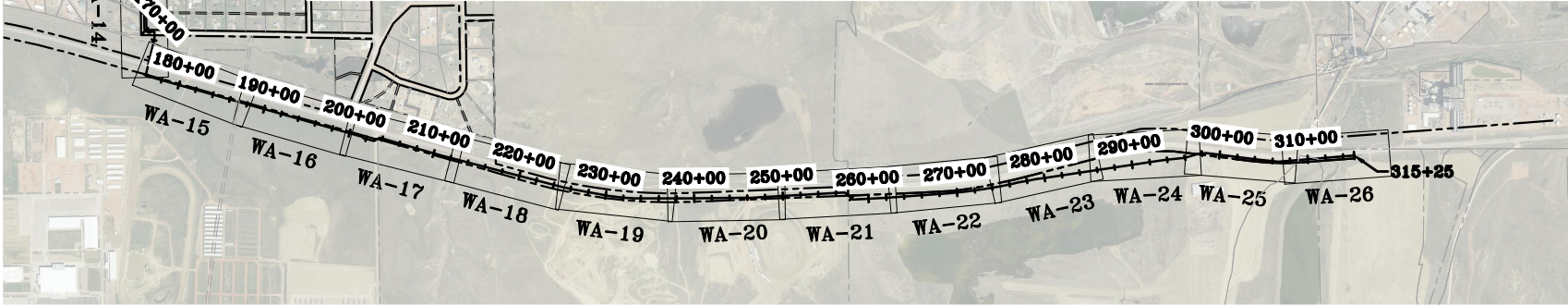
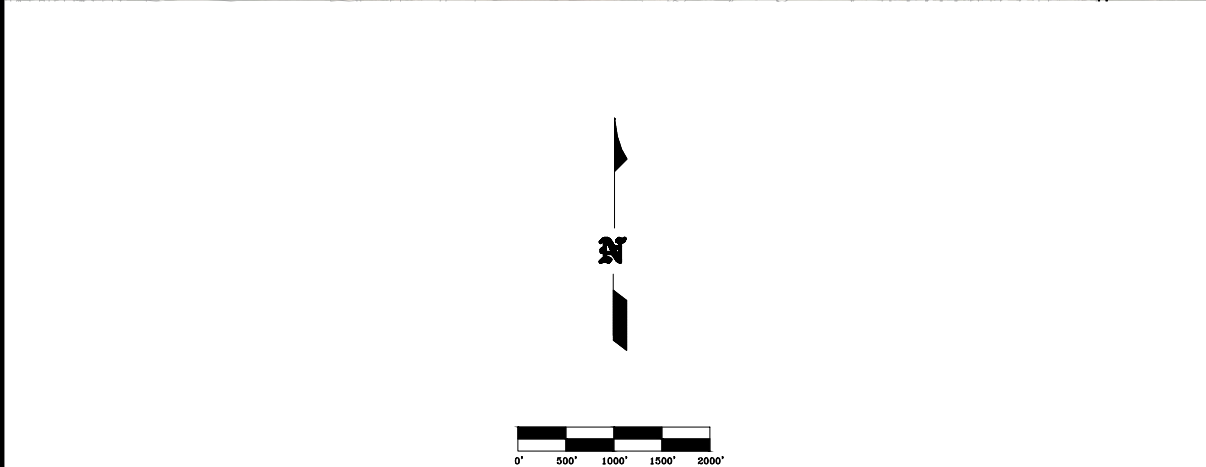
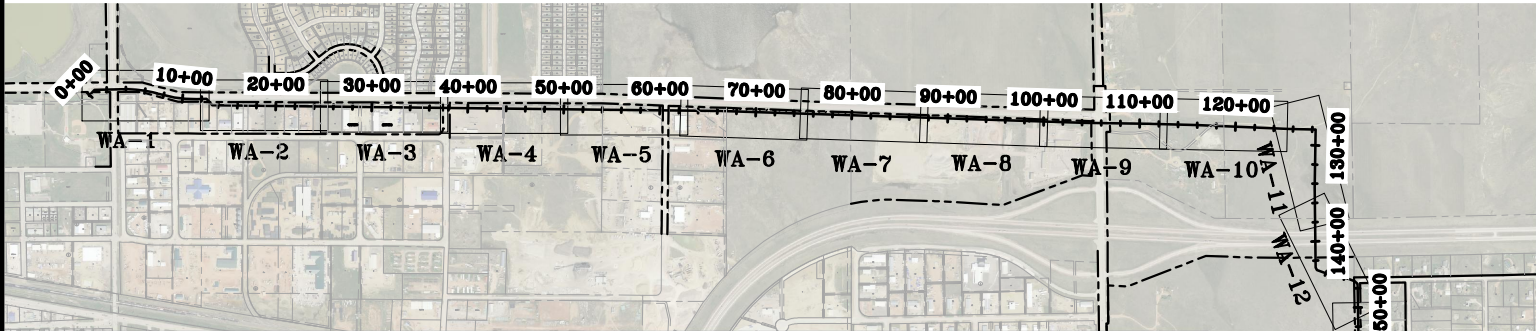
Sincerely,

Kate Henske, P.E.
Project Manager

cc: Bryan Clerkin, P.E. - WWDC
Dan Korinek, P.E. - BMcD
Casey Hanson, P.E. - MMI

Bid Tabulation Summary

Corrected Mathematical Error





| REV. # | REVISION DESCRIPTION | DATE | BY |
|--------|----------------------|------|----|
| | | | |
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GILLETTE MADISON PIPELINE PROJECT

18" BLENDING WATERLINE

PROJECT LOCATION SHEET



DATE: 01/13/2017
JOB NO: 54432
DRAWN BY: GRG
APPROVED BY: KH

PROJECT LOCATION

PL-1



WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road
Cheyenne, WY 82002

Phone: (307) 777-7626
wwdc.state.wy.us

Matthew H. Mead
Governor

Commissioners

| | |
|------------------|---------------------|
| Nick Bettas | Kellen K. Lancaster |
| Karen Budd-Falen | Sheridan Little |
| David Evans | Jeanette Sekan |
| Gerald E. Geis | Larry Suchor |
| Clinton W. Glick | Rodney Wagner |

Harry C. LaBonde, Jr., P.E.
Director

Wednesday, May 31, 2017

City of Gillette Utility Department
Attention: Mr. Levi Jensen
P.O. Box 3003
Gillette, WY 82717

Dear Mr. Jensen:

The City of Gillette opened bids for the Gillette Madison Pipeline Project Contract 8 – 18-inch Blending Waterline on May 24, 2017. On May 30, 2017, the WWDO received an e-mailed copy of Burns & McDonnell's award recommendation letter to the City of Gillette. Based on the bid results, and Burns & McDonnell's recommendation, the WWDO is providing concurrence to the City of Gillette to award the 18-inch Blending Waterline Contract 8 base bid, to COP Wyoming, LLC, for the bid amount of \$6,975,990.00.

Upon execution, please provide WWDC with copies of the Contractor's Agreement, Insurance Certificates, Bonds, Notice of Award and Notice to Proceed.

Please contact me if you have any questions.


Regards,

Bryan Clerkin
Deputy Director of Construction

cc: Project Files

Attachments: Burns & McDonnell's Award Recommendation Letter
Bid Tab Summary



May 26, 2017

Levi Jensen, P.E.
Utility Project Manager
City of Gillette
611 Exchange Avenue
Gillette, WY 82717

Re: Gillette Madison Pipeline Project Contract 8 Award Recommendation

Dear Mr. Jensen:

The City of Gillette received four (4) bids on May 24, 2017 for the Gillette Madison Pipeline Project Contract 8 - 18-inch Blending Waterline. A summary of the bid results is indicated in the following table. All 4 bidders provided the requisite bid bond and acknowledged Addenda 1 on their respective bid forms.

| GMPP - Contract 8 18-inch Blending Waterline Bid Summary Results | | |
|---|------------------|---------------|
| Bidder | Total Base Bid | Add Alternate |
| COP Wyoming LLC | \$6,975,990.00 | -\$12,400 |
| DRM | \$7,031,486.50 | -\$20,000 |
| Garney Companies, Inc. | \$7,780,470.00 | \$0.00 |
| Western Municipal | \$7,082,710.00 * | \$40,000 |

*Revised due to mathematical error on bid form

Considering the bids received, we recommend that the Gillette Madison Pipeline Contract 8, be awarded to COP Wyoming LLC in the amount of \$6,975,990.00. (If the add alternate comes to fruition then the contract should be awarded in the amount of \$6,963,590). COP Wyoming LLC has recently completed Contract 6 (Tank) and Contract 7 (Hypochlorite Facility) of the Gillette Madison Pipeline Project without incident. They were also pre-qualified to bid on the Contract 3, 4A, 4BCDF and 4E (42-inch waterline) portions of the GMPP project. COP Wyoming has provided the lowest bid, and provided all necessary documentation during the bid process.

The official bid tabulation is attached. As always, please call with any questions that you might have. I can be reached at (303) 474-2208.

Sincerely,

Kate Henske, P.E.
Project Manager

cc: Bryan Clerkin, P.E. - WWDC
Dan Korinek, P.E. - BMcD
Casey Hanson, P.E. - MMI

**City of Gillette
Gillette Madison Pipeline Project
Contract #8**

Bid Tabulation Summary

| Bid Item | Description | Quantity | Unit | COP Wyoming | | DRM | | Garney | | Western Municipal | |
|--|---|----------|------|-----------------|------------------|-----------------|------------------|-----------------|------------------|-------------------|------------------|
| | | | | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) |
| 1 | Mobilization | 1 | LS | \$511,000.00 | \$511,000.00 | \$315,201.00 | \$315,201.00 | \$350,000.00 | \$350,000.00 | \$463,000.00 | \$463,000.00 |
| 2 | Contract Bonds and Insurance | 1 | LS | \$48,900.00 | \$48,900.00 | \$45,157.00 | \$45,157.00 | \$35,000.00 | \$35,000.00 | \$70,000.00 | \$70,000.00 |
| 3 | Project Identification Signs | 2 | EA | \$1,100.00 | \$2,200.00 | \$978.00 | \$1,956.00 | \$1,500.00 | \$3,000.00 | \$2,000.00 | \$4,000.00 |
| 4 | Traffic Control | 1 | LS | \$100,000.00 | \$100,000.00 | \$6,219.00 | \$6,219.00 | \$100,000.00 | \$100,000.00 | \$73,970.00 | \$73,970.00 |
| 5 | Development, Implementation, conformance and compliance with WYDEQ construction stormwater permit and associated stormwater pollution prevention plan | 1 | LS | \$31,000.00 | \$31,000.00 | \$9,328.00 | \$9,328.00 | \$90,000.00 | \$90,000.00 | \$23,000.00 | \$23,000.00 |
| 6 | Trench Stabilization Material | 3350 | TON | \$26.00 | \$87,100.00 | \$34.00 | \$113,900.00 | \$23.00 | \$77,050.00 | \$10.00 | \$33,500.00 |
| 7 | Underground Utility Line Crossing | 86 | EA | \$850.00 | \$73,100.00 | \$629.00 | \$54,094.00 | \$35.00 | \$3,010.00 | \$630.00 | \$54,180.00 |
| 8 | Underground Utility Line Crossing 18-inches or Greater | 9 | EA | \$1,450.00 | \$13,050.00 | \$785.00 | \$7,065.00 | \$950.00 | \$8,550.00 | \$1,000.00 | \$9,000.00 |
| 9 | CLSM Cut off Wall | 50 | EA | \$1,240.00 | \$62,000.00 | \$1,420.00 | \$71,000.00 | \$1,200.00 | \$60,000.00 | \$2,000.00 | \$100,000.00 |
| 10 | 18-inch Waterline and Appurtenances - Restrained | 11120 | LF | \$140.00 | \$1,556,800.00 | \$143.50 | \$1,595,720.00 | \$125.00 | \$1,390,000.00 | \$145.00 | \$1,612,400.00 |
| 11 | 18-inch Waterline and Appurtenances - Unrestrained | 20800 | LF | \$79.00 | \$1,643,200.00 | \$93.50 | \$1,944,800.00 | \$71.20 | \$1,480,960.00 | \$106.00 | \$2,204,800.00 |
| 12 | 18-inch Butterfly Valve and Vault | 14 | EA | \$66,500.00 | \$931,000.00 | \$65,584.00 | \$918,176.00 | \$100,000.00 | \$1,400,000.00 | \$59,980.00 | \$838,600.00 |
| 13 | 18-inch Air Release/Vacuum Valve and Vault | 6 | EA | \$23,400.00 | \$140,400.00 | \$26,257.00 | \$157,542.00 | \$28,000.00 | \$168,000.00 | \$23,000.00 | \$138,000.00 |
| 14 | Waterline Blow Off Assembly | 14 | EA | \$10,300.00 | \$144,200.00 | \$10,032.00 | \$140,448.00 | \$15,000.00 | \$210,000.00 | \$11,000.00 | \$154,000.00 |
| 15 | 30-inch Bored Steel Casing | 1270 | LF | \$565.00 | \$717,550.00 | \$629.00 | \$798,830.00 | \$800.00 | \$1,016,000.00 | \$503.00 | \$638,810.00 |
| 16 | 30-inch Steel Casing installed via open cut | 20 | LF | \$610.00 | \$12,200.00 | \$354.00 | \$7,080.00 | \$450.00 | \$9,000.00 | \$400.00 | \$8,000.00 |
| 17 | Asphalt Surface Restoration | 3960 | LF | \$107.00 | \$423,720.00 | \$84.00 | \$332,640.00 | \$200.00 | \$792,000.00 | \$40.00 | \$158,400.00 |
| 18 | Gravel Surface Restoration | 250 | LF | \$31.00 | \$7,750.00 | \$29.30 | \$7,325.00 | \$25.00 | \$6,250.00 | \$31.00 | \$7,750.00 |
| 19 | Rip Rap Erosion Protection | 250 | SP | \$38.00 | \$9,500.00 | \$6.35 | \$1,587.50 | \$20.00 | \$5,000.00 | \$20.00 | \$5,000.00 |
| 20 | Seeding and Restoration | 30650 | LF | \$0.80 | \$24,520.00 | \$3.00 | \$91,950.00 | \$1.00 | \$30,650.00 | \$2.00 | \$61,300.00 |
| 21 | Cathodic Protection System | 1 | LS | \$148,000.00 | \$148,000.00 | \$110,485.00 | \$110,485.00 | \$150,000.00 | \$150,000.00 | \$208,000.00 | \$208,000.00 |
| 22 | Connection to Existing 16-inch Waterline and Connection to Existing 12-inch Waterline at STA 0+00 and EFD-1 | 1 | LS | \$114,000.00 | \$114,000.00 | \$119,578.00 | \$119,578.00 | \$200,000.00 | \$200,000.00 | \$85,000.00 | \$85,000.00 |
| 23 | Connection to the Existing Blending Waterline at STA 315+00.00 and EFD-2 | 1 | LS | \$7,000.00 | \$7,000.00 | \$8,263.00 | \$8,263.00 | \$20,000.00 | \$20,000.00 | \$14,000.00 | \$14,000.00 |
| 24 | CLSM Installation at Owners Representative Discretion | 1200 | YD3 | \$134.00 | \$160,800.00 | \$141.00 | \$169,200.00 | \$130.00 | \$156,000.00 | \$90.00 | \$108,000.00 |
| 24 | Storm Sewer Extension, Trickle Channel and Site Grading | 1 | LS | \$7,000.00 | \$7,000.00 | \$6,942.00 | \$6,942.00 | \$20,000.00 | \$20,000.00 | \$11,000.00 | \$11,000.00 |
| Total Contract #8 Base Bid Price | | | | \$6,875,990.00 | | \$7,033,486.50 | | \$7,790,470.00 | | \$7,082,710.00 | |
| Total Contract #8 Add Alternate Bid Price | | | | | | | | | | | |
| Bid Item | Description | Quantity | Unit | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) | Unit Price (\$) | Total Price (\$) |
| A1 | Modified Pipeline Profile from STA 104+50 to STA 142+00 (Garner Lake Road to I-90) | 1 | LS | -\$12,400.00 | -\$12,400.00 | -\$20,000.00 | -\$20,000.00 | \$0.00 | \$0.00 | \$41,000.00 | \$41,000.00 |
| Total Contract #8 Add Alternate Bid Price | | | | | | | | | | | |

Corrected Mathematical Error



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration for the Extension of Employment Contract Between the City of Gillette and J. Carter Napier Through June 22, 2017.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of the Extension of Employment Contract Between the City of Gillette and J. Carter Napier Through June 22, 2017.

STAFF REFERENCE:

John Aguirre, Human Resources Director

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance Amending Section 2-2(a) and 2-2(e) of the Gillette City Code to Establish the Assistant City Attorney as an Employee of the City Attorney and to Establish Duties of the Same.

BACKGROUND:

The current City Code, Chapter 2, establishes the government for the City of Gillette. Section 2-2 specifically authorizes the Gillette City Council to hire the City Administrator and the City Attorney, as well as appoint the municipal judges. The Code is currently silent with regard to the position of the Assistant City Attorney. Under the current organization of the City, the Assistant City Attorney remains an employee of the City Administrator and not an employee of the City Attorney. However, the City Attorney remains responsible for approving payroll, evaluations, and day-to-day activities. This Amendment, if approved by Council, allows a more logical organization by making the Assistant City Attorney an employee of the City Attorney and allows for a more effective and efficient organization in that Department. Additionally, the City Attorney is in the best position to oversee, evaluate, and direct the actions of the Assistant City Attorney.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve an Ordinance Amending Section 2-2(a) and 2-2(e) of the Gillette City Code to Establish the Assistant City Attorney as an Employee of the City Attorney and to Establish Duties of the Same.

STAFF REFERENCE:

Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Ordinance to Amend 2-2\(a\) and \(e\)](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-2(a) AND 2-2(e) OF THE GILLETTE CITY CODE TO ESTABLISH THE ASSISTANT CITY ATTORNEY AS AN EMPLOYEE OF THE CITY ATTORNEY AND TO ESTABLISH DUTIES OF THE SAME

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

SECTION ONE: Section 2-2(a) of the Gillette City Code is amended to read as follows:

(a) The Governing Body shall employ a City Administrator and City Attorney, and fix their salaries. The City Administrator shall receive no other or additional salary for the performance of any of the duties required of him as City Administrator. The City Administrator, City Attorney, and Municipal Judges are employees of the Governing Body. The City Administrator, City Attorney, and Municipal Judges are appointed by the Governing Body. Their salaries may be changed from year to year, and they may be discharged and their employment terminated at any time only by a majority vote of all the members elected to the Governing Body. (Charter Ord. 1165, 1-19-81; Charter Ord. 3582, 9-5-2008, effective date 12-6-2008). Nothing in this section shall be construed to prevent the City Attorney from employing one (1) or more Assistant City Attorney(s) to appear and prosecute or defend or assist the City Attorney on behalf of the people of the City, whether civil or criminal. The Assistant City Attorney(s) shall be employed by the City Attorney and be selected on merit. The City Attorney shall fix the Assistant City Attorney(s) salaries by and with the consent of the Governing Body, consistent with the availability of government funds which are appropriated or allocated for the payment of this obligation. All Assistant City Attorney(s) have the same power and authority as the City Attorney, and all official acts performed by Assistant City Attorney(s) have the same force and effect as if done by the City Attorney.

SECTION TWO: Section 2-2(e) of the Gillette City Code is amended to read as follows:

(e) Except for the City Administrator, City Attorney, Assistant City Attorney(s), and Municipal Judges, all employees shall be employed by the City Administrator and be selected on merit. He shall fix their salaries by and with the consent of the Governing Body, consistent with the city's ability to pay. Nothing herein shall be construed as affecting or superceding the provisions of Wyoming Statutes, 1977, 15-5-101 to 15-5-301 and 27-10-101 through 27-1-109, W.S. 1977.

SECTION THREE: This Ordinance shall become effective upon publication.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST

Karlene Abelseth, City Clerk

Published: _____



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Appointment of City Attorney Patrick Davidson as Interim City Administrator Beginning June 7, 2017.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Appointment of City Attorney Patrick Davidson as Interim City Administrator Beginning June 7, 2017.

STAFF REFERENCE:

John Aguirre, Human Resources Director

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

A Public Hearing to Consider the Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming.

BACKGROUND:

A hearing has been advertised to take public input on the sale of a 2003 Chevrolet Astro Van to the Campbell County Senior Center, Campbell County, Wyoming. The total purchase price is seven hundred fifty dollars (\$750.00), to be sold "as is" without warranties.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I would like to open a public hearing to take public comment on the sale of the vehicle to the Campbell County Senior Center.

When the hearing is over, the Mayor can ask for a motion to approve the Resolution authorizing the sale.

STAFF REFERENCE:

Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Notice of Hearing](#)

**NOTICE OF PUBLIC HEARING TO CONSIDER
A SALE OF USED PROPERTY TO THE CAMPBELL COUNTY SENIOR CENTER,
CAMPBELL COUNTY, WYOMING**

NOTICE IS HEREBY GIVEN, PURSUANT TO Wyoming Statute §15-1-112(b)(i)(C), that the City of Gillette, Wyoming, intends to sell the following vehicle to the Campbell County Senior Center, Campbell County, Wyoming for the total sum of seven hundred fifty dollars (\$750.00), to be sold "as is" without any express or implied warranties, including but not limited to the warranty of fitness for a particular purpose.

| <u>Year</u> | <u>Make and Model</u> | <u>Vehicle Identification Number</u> | <u>Mileage</u> |
|-------------|-----------------------|--------------------------------------|----------------|
| 2003 | Chevrolet Astro Van | 1GNEL19X63B118329 | 41,201 |

The City of Gillette has scheduled a public hearing pursuant to Wyoming Statute §15-1-112(b)(i)(C), to consider the sale of used property, before the Gillette City Council at 7:00 o'clock p.m. on June 6, 2017, in the Gillette City Hall in Gillette, Wyoming.

CITY OF GILLETTE
A Municipal Corporation

Karlene Abelseth, City Clerk

Publish 3 Times: May 5, 2017; May 12, 2017; and May19, 2017.



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Authorize the Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming.

BACKGROUND:

The Campbell County Senior Center has requested the transfer of a used vehicle from the City of Gillette's fleet. The vehicle requested is a 2003 Chevrolet Astro Van, valued at approximately seven hundred and fifty dollars (\$750.00). The vehicle is to be sold "as is".

For purposes of this transaction, and pursuant to an Attorney General's Opinion Letter dated February 1, 1996 (Opinion Letter 96-003), the Campbell County Senior Center may be considered a governmental entity, and be allowed to purchase the vehicle directly from the City under Wyoming Statute 15-1-112.

Publication of this sale was held on May 5, 2017; May 12, 2017, and May 19, 2017. After a public hearing, and upon the approval of Council, the vehicle may then be transferred.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Resolution to Authorize the Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director; Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Resolution to Sell Vehicle to Senior Center](#)

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SALE OF USED PROPERTY TO THE CAMPBELL
COUNTY SENIOR CENTER, CAMPBELL COUNTY, WYOMING FOLLOWING
A PUBLIC HEARING ADVERTISED IN A PUBLISHED NOTICE

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

SECTION ONE: The governing body of the City of Gillette, Wyoming, held a public hearing scheduled for 7:00 o'clock p.m. during its regular meeting on June 6, 2017, in the Gillette City Hall in Gillette, Wyoming, pursuant to Wyoming Statute 15-1-112(b)(i)(C), to consider the sale and transfer of used property, owned by the City of Gillette consisting of:

| <u>Year</u> | <u>Make and Model</u> | <u>Vehicle Identification Number</u> | <u>Mileage</u> |
|-------------|-----------------------|--------------------------------------|----------------|
| 2003 | Chevrolet Astro Van | 1GNEL19X63B118329 | 41,201 |

to the Campbell County Senior Center, Campbell County, Wyoming for the price of seven hundred fifty dollars (\$750.00). The used property is to be sold "as is" without any express or implied warranties, including but not limited to the warranty of fitness for a particular purpose. The Notice of Public Hearing to Consider a Sale of Used Property to the Campbell County Senior Center, Campbell County, Wyoming, a copy of which is attached hereto and incorporated by this reference, was published according to law in the Gillette News Record, three times, on May 5, 2017; May 12, 2017; and May 19, 2017.

SECTION TWO: The sale of the above listed vehicle to the Campbell County Senior Center, Campbell County, Wyoming, is approved and the Fleet Manager is directed to release them upon payment of the sales price.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2017.

Louise Carter-King, Mayor

(SEAL)
Attest:

Karlene Abelseth, City Clerk



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

A Public Hearing to Consider the Gillette City Budget for FY2017-2018.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance Providing for the Annual Appropriation of Money for the Maintenance of the City of Gillette, Wyoming, for FY2017-2018.

BACKGROUND:

Total Fiscal Year 2017-2018 budgeted expenses: \$110,919,490 (which includes \$3,550,447 for the Madison Waterline Project)

The attached budget has been reviewed in public workshops by the Mayor and City Council during the month of May. This recommended budget includes all changes as discussed at those meetings.

A Public Hearing has been advertised for 7:00 p.m. on June 6, 2017 at City Hall for consideration of the Fiscal Year 2017-2018 Budget. The public hearing and the approval of the first reading of the budget ordinance are scheduled for the regular City Council Meeting.

The FY2017-2018 budget will be approved through three readings.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the approval of the ordinance adopting the FY2017-2018 budget for the City of Gillette.

STAFF REFERENCE:

Tom Pitlick, Finance Director

ATTACHMENTS:

Click to download

☐ [FY2017-2018 Budget Ordinance](#)

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF GILLETTE, WYOMING FOR THE COMING FISCAL YEAR.

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

Section 1. That there is hereby appropriated for the purpose of operating the City of Gillette, Wyoming, and, paying all expenses thereof, the sum of \$112,595,316, and,

Section 2. That the City anticipates having available during the coming year the following amounts from the following sources, to wit:

ESTIMATED REVENUES:

| | | |
|---------------------------------|----|-------------|
| General Fund | | |
| Taxes | \$ | 19,403,203 |
| License and Permits | | 974,251 |
| State & Federal Shared Revenues | | 3,817,673 |
| Grants & Loans | | 241,500 |
| Charges for Services | | 2,778,000 |
| Other Revenues | | 1,539,072 |
| Application of Unassigned Cash | | - |
| One Percent Tax | | 16,559,000 |
| LID 651 - Indian Hills | | 8,788 |
| Madison Water Line | | 3,568,951 |
| Utilities Administration | | 2,738,345 |
| Solid Waste | | 3,073,977 |
| Water | | 7,087,652 |
| Power | | 35,473,155 |
| Sewer | | 5,177,599 |
| City West Operations | | 444,554 |
| City Warehouse | | 201,692 |
| Vehicle Maintenance | | 3,229,484 |
| Health Insurance | | 5,521,036 |
| Insurance | | 757,384 |
| Grand Total | \$ | 112,595,316 |

Section 3. It is appropriated from the funds of said City for the ensuing year the sum of \$110,919,490, or as much as may be necessary for the following purposes, to wit:

ESTIMATED EXPENSES:

| | | |
|--------------------------------------|----|------------|
| Mayor and Council, General | \$ | 188,673 |
| Administration, General | \$ | 676,525 |
| Gillette Public Access, General | \$ | 159,108 |
| Special Projects, General | \$ | 3,523,129 |
| City Attorney, General | \$ | 455,531 |
| Human Resources, General | \$ | 538,564 |
| Safety and Risk Management, General | \$ | 146,831 |
| Finance, General | \$ | 831,472 |
| Customer Service, General | \$ | 972,757 |
| Purchasing, General | \$ | 180,537 |
| Administrative Services, General | \$ | 314,087 |
| City Clerk, General | \$ | 316,968 |
| Judicial/Parking Control, General | \$ | 631,464 |
| City Hall Maintenance, General | \$ | 846,472 |
| Information Technology, General | \$ | 1,782,304 |
| Geographical Information, General | \$ | 602,673 |
| Police, General | \$ | 6,853,384 |
| Dispatch, General | \$ | 975,481 |
| Victims Advocate, General | \$ | 178,564 |
| Animal Control, General | \$ | 351,822 |
| Animal Shelter Operations, General | \$ | 195,295 |
| Public Works Administration, General | \$ | 390,193 |
| Parks, General | \$ | 1,823,786 |
| Forestry, General | \$ | 206,474 |
| Streets, General | \$ | 3,129,833 |
| Engineering, General | \$ | 982,550 |
| Building Inspection, General | \$ | 600,873 |
| Traffic Safety, General | \$ | 482,940 |
| Planning, General | \$ | 316,563 |
| Code Compliance, General | \$ | 98,846 |
| One Percent Tax, Capital Projects | \$ | 15,844,500 |
| Madison Water Line, Enterprise | \$ | 3,550,447 |
| Utilities Administration, Enterprise | \$ | 692,891 |
| Electrical Engineering, Enterprise | \$ | 1,065,945 |
| SCADA, Enterprise | \$ | 967,499 |
| Solid Waste, Enterprise | \$ | 2,946,351 |
| Water, Enterprise | \$ | 6,819,698 |
| Swimming Pool, Enterprise | \$ | 162,872 |
| Power, Enterprise | \$ | 34,912,187 |
| Sewer, Enterprise | \$ | 5,149,401 |

| | | |
|--|----|--------------------|
| City West Operations, Intergovernmental | \$ | 444,054 |
| City Warehouse Operations, Intergovernmental | \$ | 201,692 |
| Vehicle Maintenance, Intergovernmental | \$ | 3,229,484 |
| Health Fund, Insurance | \$ | 5,521,036 |
| Insurance, Insurance | \$ | 657,734 |
| Grand Total | \$ | <u>110,919,490</u> |

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF JUNE, 2017.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

Publish:



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

A Public Hearing to Consider the Transfer of Ownership of Restaurant Liquor License RST-04 from GWT, Inc., to Peak Mountain, Inc., d.b.a. Great Wall Restaurant, Located at 2007 S Douglas Hwy, Unit B.

BACKGROUND:

Peak Mountain, Inc., new owner of the Great Wall Restaurant, is requesting the transfer ownership of restaurant liquor license RST-04.

In speaking with the manager, it was brought to my attention that beer was being stored and dispensed from a storage room as the cooler in the dispensing room was not working. In a visit to the restaurant, and observing malt beverages were being stored and dispensed from a cooler in the storage room, I explained that all alcohol/malt beverages can only be dispensed from the described dispensing room on their liquor license application. On May 30, 2017, as a follow-up to this visit and observation, a certified letter was sent to GWT, Inc. (the current holder of the liquor license), and Peak Mountain, Inc. A visit to the restaurant prior to the public hearing will be conducted to ensure that the Great Wall Restaurant is in compliance.

The public hearing was advertised on May 17th & May 24th. The establishment was posted with notification of the public hearing. No protests have been received.

All documents have been sent to the Wyoming Liquor Division and any corrections, if applicable, have been addressed.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:**Click to download**☐ [Application](#)☐ [Dispensing Room Diagram](#)☐ [Lease Agreement](#)☐ [Letter of Good Standing](#)☐ [Relinquishment Letter](#)☐ [Food Service Permit Application](#)☐ [Menu](#)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| To be completed by the City/Town or County Clerk: | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------|--|------------|--------------|------------|----|----|----------------------------|----|----|---------------|-----------------|--|-----------------------------|----|----|---------------------------|----------------|--|--------------------------------------|--|
| Date Filed With Clerk: <u>5/3/2017</u> | | Formerly Held by: <u>GW Restaurant INC</u> | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: center;">Annual Fee</th> <th style="width: 25%; text-align: center;">Prorated Fee</th> </tr> </thead> <tbody> <tr> <td>Basic Fee:</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Add'l Dispensing Room Fee:</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Transfer Fee:</td> <td style="text-align: center;">\$ <u>100.-</u></td> <td></td> </tr> <tr> <td>Total License Fee Collected</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Publishing Fee Collected:</td> <td style="text-align: center;">\$ <u>40.-</u></td> <td></td> </tr> </tbody> </table> | | | Annual Fee | Prorated Fee | Basic Fee: | \$ | \$ | Add'l Dispensing Room Fee: | \$ | \$ | Transfer Fee: | \$ <u>100.-</u> | | Total License Fee Collected | \$ | \$ | Publishing Fee Collected: | \$ <u>40.-</u> | | Applicant: <u>PEAK MOUNTAIN INC.</u> | |
| | Annual Fee | Prorated Fee | | | | | | | | | | | | | | | | | | | |
| Basic Fee: | \$ | \$ | | | | | | | | | | | | | | | | | | | |
| Add'l Dispensing Room Fee: | \$ | \$ | | | | | | | | | | | | | | | | | | | |
| Transfer Fee: | \$ <u>100.-</u> | | | | | | | | | | | | | | | | | | | | |
| Total License Fee Collected | \$ | \$ | | | | | | | | | | | | | | | | | | | |
| Publishing Fee Collected: | \$ <u>40.-</u> | | | | | | | | | | | | | | | | | | | | |
| Publishing Direct Billed: <input type="checkbox"/> | | Trade Name (dba): <u>GLU RESTAURANT</u> | | | | | | | | | | | | | | | | | | | |
| Advertising Dates (2 wks): <u>5/17 & 5/24/2017</u> | | Premise Address: <u>2007 S. Douglas Hwy</u> Number & Street <u>Unit B</u> | | | | | | | | | | | | | | | | | | | |
| Hearing Date: <u>6/6/2017</u> | | City: <u>GILLETTE</u> State: <u>WYO</u> Zip: <u>82718</u> County: <u></u> | | | | | | | | | | | | | | | | | | | |
| LICENSE TERM: <u>6/6/2017</u> Month Day Year | | Mailing Address: <u>SAME</u> Number & Street or P.O. Box | | | | | | | | | | | | | | | | | | | |
| Through: <u>3/31/2018</u> Month Day Year | | City: _____ State: _____ Zip: _____ | | | | | | | | | | | | | | | | | | | |
| A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Rd. Cheyenne WY 82002-0110 | | LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE. | | | | | | | | | | | | | | | | | | | |
| | | Business Telephone Number: <u>(307) 686-1181</u> | | | | | | | | | | | | | | | | | | | |
| | | Fax Number: <u>()</u> | | | | | | | | | | | | | | | | | | | |
| | | E-Mail Address: _____ | | | | | | | | | | | | | | | | | | | |

| FILING FOR | TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) | To Assist the Liquor Division with scheduling inspections: |
|---|---|--|
| <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP FILING IN (CHOOSE ONLY ONE) <input type="checkbox"/> CITY OF _____ <input type="checkbox"/> COUNTY OF _____ FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION | RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT | WHEN DO YOU OPERATE? <input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>SUN</u> to <u>SAT</u> DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a) <u>11AM 9:30 p.m</u> |

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

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

488 east side of Building

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

MFG: _____

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

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

HOLIDAY PLAZA SHOPPING CENTER C-1

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

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

☐ YES (own)

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

☒ YES (lease)

(A) **DATE** lease expires Aug 31 - 20 located on page 1 paragraph 3 of lease document.

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

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

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

RESTAURANT OR BAR AND GRILL LICENSE:

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

RESORT LICENSE:

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

MICROBREWERY LICENSE:

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

WINERY LICENSE:

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

LIMITED RETAIL (CLUB) LICENSE:

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

LIMITED RETAIL (CLUB) LICENSE:

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

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?

☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?

(THE PETITION MUST BE ATTACHED TO APPLICATION)

☐ YES ☐ NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?

☐ YES ☐ NO

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

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

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

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation? | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|--|------------------------|---|--|--|
| RENSHAN HUANG | 02-19-1962 | 3206 Hoback Ave Grisette WA 98518 | 686-1811 | YES <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | NO <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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

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

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | No. of Years in Corp or LLC | % of Stock Held | Have you been Convicted of a Felony Violation? | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|--|------------------------|-----------------------------|-----------------|--|--|
| RENSHAN HUANG | 2-1-1962 | 3206 HOBACK GRISSETTE | 686-1811 | 1 month | 100 | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | | | NO <input checked="" type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> | YES <input type="checkbox"/> |
| | | | | | | NO <input type="checkbox"/> | NO <input type="checkbox"/> |

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF Campbell)

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

a Notary Public, Officer authorized to administer oaths in and for

Campbell

County, State of Wyoming, personally appeared

Renshan Huang

name he/she being first duly sworn

(Insert Names)

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

(Seal)

1. Renshan Huang
2. _____
3. _____
4. _____

My Commission expires: 8/18/2018

Witness my hand and official seal:

Cindy Staskiewicz

(Notary Public or other officer authorized to administer oaths)

Title NotaryDated: 5/3/2017**REQUIRED ATTACHMENTS:**

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

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

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

FOR LIQUOR DIVISION USE ONLY

Reviewer Initials Date

Agent:

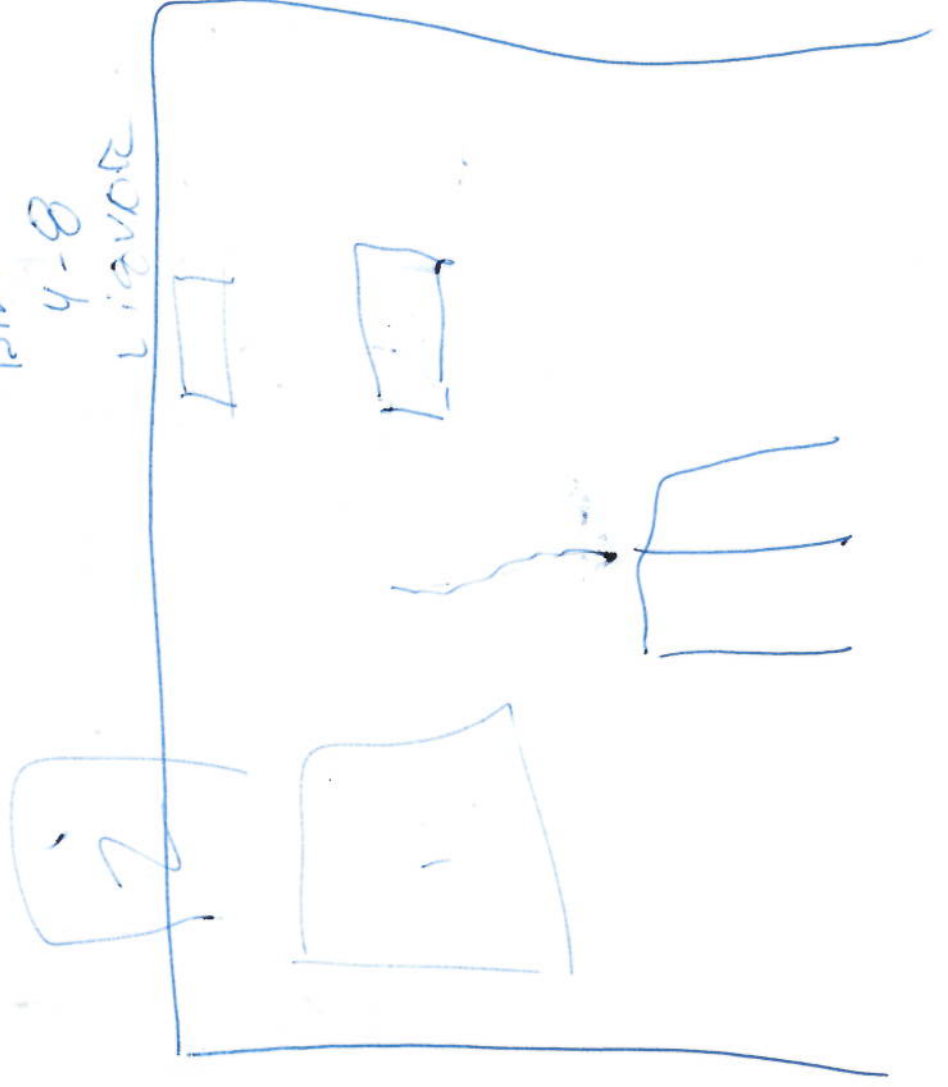
Chief:

Acct.:

Dispensing Room

4-8

Liquor



ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD
THIS ASSIGNMENT OF LEASE dated this 25th day of April 2017

BETWEEN:

GWT Restaurant Inc. DBA Great Wall Restaurant
(the "Assignor")

OF THE FIRST PART

- AND -

Peak Mountain Inc
(the "Assignee")

OF THE SECOND PART

A. Background

- A. This is an agreement (the "Assignment") to assign a commercial lease in real property according to the terms specified below.
- B. The Assignor wishes to assign and transfer to the Assignee that lease (the "Lease") dated September 1, 2015, and executed by the Assignor as tenant and by HOLIDAY PLAZA, Limited Partnership, as landlord (the "Landlord").

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. Premises



The Lease governs the rental of the following described premises (the "Premises") to the Assignor: Suite B of Holiday Plaza Shopping Center, 2007 South Douglas Highway, Gillette, Wyoming.

2. Assigned Lease

The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

3. Effective Date

This Assignment takes effect on April 25, 2017 (the "Effective Date"), and continues until August 31, 2020.

  initials

4. Assignor's Interest

The Assignor covenants that:

- a. the Assignor is the lawful and sole owner of the interest assigned under this Assignment;
- b. this interest is free from all encumbrances; and
- c. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

5. Breach of Lease by Assignee

Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.

In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default. Personal Guaranty signed by Gongfang Tang, Cindy will remain in effect through the duration of the lease and any extensions.

6. Governing Law

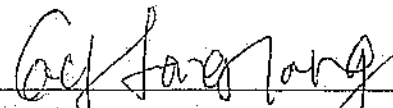
It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wyoming, without regard to the jurisdiction in which any action or special proceeding may be instituted.

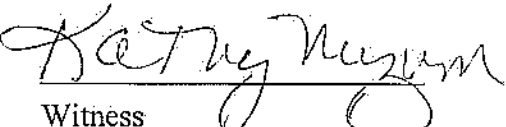
7. Miscellaneous Provisions

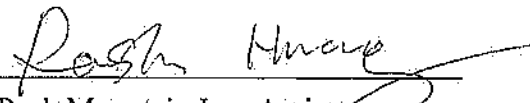
- a. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Lease.
- b. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
- c. All rents and other charges accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
- d. There will be no further assignment of the Lease without the prior written consent of the Landlord.

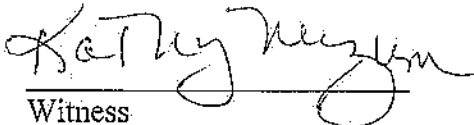
GP RH Initials

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 25th day of April 2017.



GWT Restaurant Inc. , Assignor


Witness


Peak Mountain Inc, Assignee

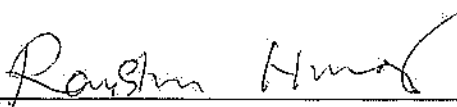

Witness


CONSENT OF LANDLORD The Landlord in the above Assignment of Lease executed on the 25th day of April, 2017, consents to that Assignment. The Landlord also agrees to the Assignee assuming after April 25, 2017, the payment of rent and performance of all duties and obligations as provided in the Lease.


Holiday Plaza Limited Partnership
Dated: 25 day of April, 2017

PERSONAL GUARANTY

To induce Landlord to enter this lease agreement with Tenant I/We, of, City of Gillette, County of Campbell, State of Wyoming, guarantee faithful and complete performance of the within contract by Tenant within the time set forth in such contract. I/We also guarantee payment of all damages, costs, and expenses for which Tenant may become liable with respect to the contract. I waive all right to notice of non-performance of or demand on Tenant.

Sign: 
Print: RENSHAN HUANG
Date: 04-25-17

 initials



First Interstate Bank
2801 S. Douglas Highway
PO Box 3004
Gillette, WY 82717-3004
307-686-4700
www.firstinterstatebank.com

March 23, 2017

Re: Peak Mountain Inc
Account number 482023113

To Whom It May Concern:

This letter is to advise you that this account was opened at First Interstate Bank on April 03, 2017. Peak Mountain Inc, is long time and good standing customers with us at First Interstate Bank.

Sincerely,

A handwritten signature in black ink that reads 'Heather Wilcox'.

Heather Wilcox
Financial Service Rep
First Interstate Bank
2801 South Douglas Hwy
Gillette WY 82718
307-687-4787

Relinquish liquor license

I, GONGFANG TANG the sole owner of GWT RESTAURANT INC (DBA: Great Wall Restaurant), Relinquish liquor license will Transfer to Renshan Huang, the owner of PEAK MOUNTAIN INC (DBA: Great Wall Restaurant).

Sincerely

GONGFANG TANG
Gongfang Tang

4-1-2017.

Phone: 307-686-1811

307-215-6670 (cell)

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$100.00 Initial Fee; \$50.00 Annual Renewal Fee.

(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER _____

ACTIVATION DATE _____

CHECK NO/CASH _____

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

☐ New ☐ Change of Location ☐ Change of Owner

If change of owner or location, previous establishment name/location: _____

- Establishment Information -

Establishment Name: _____

Person in Charge on Site: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Business Phone Number: _____ Person in Charge on Site Phone: _____

Email: _____ Fax: _____

- Owner Information -

Name of Owner : _____

Form of Organization:

Name of Company (if applicable): _____

☒ Individual ☐ Association ☐ Corporation

Parent Company (if applicable) : _____

☐ Partnership ☐ Other Entity _____

Address: _____

City: _____ State: _____ Zip: _____

Owner Phone Number: _____

INDICATE WHERE TO MAIL ALL CORRESPONDANCE _____ (1=ESTABLISHMENT; 2=OWNER; 3=EMAIL)

Type of Establishment (please check applicable box)

☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution

☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Commissary Dependent Mobile ☐ Retail Processor

☐ Retail Pre-Packaged ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility

☐ Manufactured Food Processor; Type of Food: _____

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

SIGNATURE OF APPLICANT _____

DATE _____

APPROVING OFFICIAL _____

COUNTY _____

Make Checks Payable to:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION

2219 CAREY AVE.

CHEYENNE, WY 82002

(307) 777-7211

State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Eggs

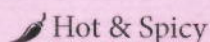
- E1. Combination Egg Foo Young..... 9.50
- E2. B.B.Q. Pork Egg Foo Young..... 8.50
- E3. Shrimp Egg Foo Young..... 9.50
- E4. Chicken Egg Foo Young 8.50
- E5. Beef Egg Foo Young 8.50

Vegetarian Delights and Tofu

- V1. Assorted Vegetable..... 8.25
- V2. Broccoli with Garlic Sauce 8.25
- V3. Vegetable Tofu 8.50
- ✂V4. Kung Pao Tofu 8.50
- V5. Sesame Tofu 8.50
Fresh Tofu pre-fried till crispy then sauteed with our special & delicious sesame sauce
- ✂V6. Szechwan Mama Style Tofu..... 9.50
Diced soft tofu with minced tender chicken breast meat in a house special spicy sauce
- V7. Braised String Beans 8.25

Rice

- R1. House Special Fried Rice..... 8.50
Combination of shrimp, beef, chicken & rice pan-fried.
- R2. Shrimp Fried Rice 8.25
- R3. Beef Fried Rice..... 7.75
- R4. Chicken Fried Rice..... 7.50
- R5. Pork Fried Rice 7.50
- R6. Ham Fried Rice..... 7.50
- R7. Vegetable Fried Rice..... 7.50
- R8. Steamed Rice..... 1.00



Hot & Spicy

We can make it to Extra Spicy or Non-Spicy upon your request

Under New Ownership!

城長

GREAT WALL



WE DELIVER

11:00 AM - 9:30 PM

SUMMER HOUR

(June to August)

11:00 AM - 10:00 PM

Tel: (307) 686-1811

2007 S. DOUGLAS HWY
(NEXT TO "DOLLAR TREE")
GILLETTE, WY 82718

Please Keep This For Next Time Use

Ask about our Party Tray!

No check please

Luncheon Specials

Served till 3:00PM Daily

Includes: Daily Soup (Won Ton Soup \$1.00 extra)

Egg Roll or Cheese Wonton

Steamed or Fried Rice

Vegetable Lo Mein

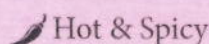
and your choice of one of the following

Chicken 7.50 Beef 8.50 Shrimp 8.95

- | | |
|-------------------------|---|
| 1. Sweet & Sour | 2. General Tao's |
| 3. Sesame | 4. Orange flavor |
| 5. Cashew Nuts | 6. Mongolian Style |
| 7. Kung Pao | 8. w/ Broccoli |
| 9. w/ Green Bean | 10. w/ Garlic Sauce |
| 11. w/ Curry Sauce | 12. w/ Spicy Sauce |
| 13. Szechwan Style | 14. Volcano Shrimp |
| 15. Honey Walnut Shrimp | 16. Green Pepper Steak (in brown or black sauce) |

Appetizers

- | | | |
|--|-----------|----------|
| A1. Fried Shrimp | (10) 9.75 | (6) 7.50 |
| A2. Barbecue Spareribs | (6) 11.75 | (4) 8.95 |
| A3. Barbecue Pork | (12) 8.95 | (8) 7.50 |
| A4. Paper Wrapped Chicken | (10) 9.50 | (6) 6.95 |
| A5. Spring (Egg) Roll | (4) 6.25 | (2) 3.50 |
| A6. Fried Won Ton | (12) 4.75 | (6) 3.50 |
| A7. Crab Rangoon (Cheese Wonton)... | (10) 7.50 | (6) 4.95 |
| A8. Pot Stickers | (10) 7.95 | (6) 5.95 |
| <i>Delicious Chinese Dumplings</i> | | |
| A9. Empress Platter (Served Two) | 12.50 | |
| <i>Egg Roll (2), Cream cheese Wonton (2), Paper Wrapped Chicken (2), Fried Shrimp (2), & BBQ Spareribs (2)</i> | | |
| A10. Emperor Platter (Serves Four) | 22.50 | |
| <i>Egg Roll (4), Cream cheese Wonton (4), Paper Wrapped Chicken (4), Fried Shrimp (4) & BBQ Spareribs (4)</i> | | |



Hot & Spicy

We can make it to Extra Spicy or Non-Spicy upon your request

Soup

- | | (S) | (L) |
|--|------|------|
| S1. Egg Flower Soup | 1.50 | 5.50 |
| S2. Chicken Corn Soup | 2.00 | 6.25 |
| S3. Won Ton Soup | 2.00 | 6.25 |
| S4. Wor Won Ton Soup | 7.50 | |
| <i>Chicken, beef, shrimp, & Chinese vegetable & won ton in a delicious broth</i> | | |
| ✓S5. Hot & Sour Soup | 1.50 | 6.50 |
| S6. Vegetable Soup | 2.00 | 7.25 |
| S7. Triple Delight w/ Sizzling Rice Soup | 8.95 | |
| <i>Delicious!! Shrimp, chicken, pork & fresh vegetable served with sizzling rice</i> | | |

House Specialties

(Served with Steamed Rice)

- | | |
|--|-------|
| ✓H1. General Tao's Chicken | 9.50 |
| <i>General Tao's favorite meal! Thumbs-up dish!!!</i> | |
| Beef | 12.50 |
| Shrimp | 13.50 |
| <i>General Tao's favorite meal pre-fried till crispy then sauteed in our #1 General Tao's sauce</i> | |
| H2. Orange Flavor Chicken | 9.50 |
| Beef | 12.50 |
| <i>Beef pre-fried crispy, then sauteed in sweet orange sauce</i> | |
| Shrimp | 13.50 |
| H3. Sesame Chicken | 9.75 |
| <i>Chunky chicken pre-fried till crispy, then sauteed w/ carrot, water chestnut, onion in our succulent special sesame sauce</i> | |
| Beef | 12.50 |
| Shrimp | 13.50 |
| H4. Curry Triple Delight | 13.50 |
| ✓H5. Kung Pao Triple Delight | 13.50 |
| <i>Beef, chicken, & shrimp sauteed with onion, water chestnuts, green pepper, greenpeas & peanuts in our delicious spicy brown sauce</i> | |
| ✓H6. Szechwan Triple Delight | 12.00 |
| <i>Sliced tender beef, chicken with large shrimp sauteed with cabbage, onion, bamboo shoot, broccoli, carrot in our succulent Szechwan sauce</i> | |
| H7. Black Bean Triple Delight | 13.50 |
| <i>Fresh tender beef, chicken, shrimp with green pepper, onion, carrots sauteed in amazing black bean and garlic flavor Wonderful dish!</i> | |
| H8. Triple Delight on Sizzling Platter | 13.50 |
| <i>Comprised of fresh tender beef, chicken, shrimp, broccoli, carrot, water chestnut, onion, snow peas, on a special hot & sizzling platter</i> | |
| H9. Scallop Vegetables | 14.50 |
| <i>Fresh Scallops and Chinese vegetables sauteed in light brown sauce</i> | |
| H10. Happy family | 13.50 |
| <i>Jumbo shrimps, scallops, chicken with broccoli, baby corn, Chinese cabbage, bamboo shoots, water chestnuts served on a sizzling platter. This is you happy family thumbs-up dish!</i> | |
| H11. Singapore Chow Mein | 13.50 |
| <i>Rice noodle sauteed until brown, then add shrimp, pork & chicken with our wonderful Shanghai flavor. Thumbs-up dish!!! Try it.</i> | |
| H12. Honey Walnut Shrimp | 13.50 |
| ✓H13. Volcano Shrimp | 13.50 |
| <i>Tender, deep fried shrimp w/ light butter, stirred into chef's special sauce</i> | |

Chow Mein (Crunchy Noodle)

- CM1. Pork Chow Mein8.25
- CM2. Chicken Chow Mein8.25
Tender chicken breast and fresh vegetables sauteed on top of crunchy noodle
- CM3. Beef Chow Mein8.95
- CM4. Shrimp Chow Mein9.95
- CM5. Vegetable Chow Mein8.25

Noodle in Soup

- N1. Pork Noodles in Soup8.75
- N2. Chicken Noodles in Soup8.75
- N3. Beef Noodles in Soup8.75
- N4. Shrimp Noodles in Soup9.75

Lo Mein (Soft Noodle)

- L1. House Special Lo Mein10.50
Combination of shrimp, beef, chicken pan fried with soft noodle in our special brown sauce
- L2. Beef Lo Mein9.50
- L3. Shrimp Lo Mein10.50
- L4. Pork Lo Mein8.75
- L5. Chicken Lo Mein8.75
- L6. Vegetable Lo Mein8.75
- L7. Plain Lo Mein 4.00 (small)

Children Menu

(For Children under 10)

\$5.50

Pick 3 items from below

- | | |
|-------------------------|-----------------|
| 1. Sweet & Sour Chicken | 2. Fried Shrimp |
| 3. Chicken nuggets | 4. French Fries |
| 5. Fried Rice | 6. Egg Roll |
| 7. Steamed Broccoli | |

Family Style Dinner

Minumum Order For Two, No Substitution Please

Dinner A: 11.50 per person

Soup: Egg drop soup,

Hot sour soup,

or Wonton soup

Appetizer: B.B.Q Pork & Egg Roll

Entrees: Choose one for one order

(minimum two orders)

- | | |
|----------------------|---------------------------|
| 1. Sweet & Sour Pork | 2. Szechwan Style Beef 🍴 |
| 3. Beef Broccoli | 4. Kung Pao Chicken 🍴 |
| 5. Chicken / Beef | 6. Chicken / Pork Lo Mein |

(with Garlic Sauce)

Dinner B: 13.50 per person

Soup: Egg drop soup,

Hot sour soup,

or Wonton soup

Appetizer: B.B.Q. Pork,

Egg Roll,

Cream Cheese Wonton

Entress: choose one for one order

(minimum two orders)

- | | |
|-----------------------|--------------------------|
| 1. Sesame Chicken | 2. General Tao Chicken 🍴 |
| 3. Mongolian Beef | 4. Kung Pao Beef 🍴 |
| 5. Shrimp Broccoli | 6. Honey Walnut Shrimp |
| 7. Green Pepper Steak | 8. Chicken Lo Mein |
| 9. Pork Lo Mein | |

Beef

(served with steamed white rice)

- B1. Mongolian Beef.....11.00
Delicious! Fresh tender beef sauteed with green onion bedded with crispy rice noodle
- B2. Beef in Oyster Sauce.....11.00
- B3. Beef with Curry Sauce.....9.95
Tender sliced beef sauteed with fresh green peppers, onion and celery in our special spicy curry sauce
- B4. Beef with Broccoli.....9.50
- B5. Kung Pao beef.....9.50
Sliced tender beef sauteed with onion, water chestnut, pepper, green peas, peanuts in our special spicy sauce
- B6. Green Pepper Steak.....9.50
Tender sliced beef sauteed with fresh green pepper, onion & mushroom in Chef special sauce
- B7. Beef with Snow Peas.....9.50
Fresh Chinese vegetables, snow peas & sliced tender beef sauteed
- B8. Spicy Beef 9.50
Sliced tender beef & fresh vegetables sauteed in our special spicy sauce!!
- B9. Beef with Black Bean Sauce.....11.50
Sliced tender beef sauteed with fresh green bell pepper, onion, carrots in our amazing black bean flavor with a very nice touch of garlic
- B10. Beef on Sizzling Platter.....11.95
Beef with fresh Chinese vegetable served on a sizzling platter
- B11. Szechwan Beef.....9.50
Sliced tender beef with onion, carrot, broccoli, bamboo shoot, & cabbage, sauteed in our special spicy Szechwan sauce
- B12. Hunan Beef 9.50
Sliced tender beef sauteed with broccoli, carrots, cabbage, water chestnut, baby corn in our special & spicy Hunan Sauce

Shrimp

(served with steamed white rice)

- SH1. Shrimp Chop Suey.....9.95
- SH2. Shrimp Vegetable.....10.95
- SH3. Kung Pao Shrimp.....10.95
- SH4. Shrimp with Curry Sauce.....10.95
- SH5. Shrimp with Black Bean Sauce.....11.95
- SH6. Shrimp with Broccoli.....10.95
- SH7. Shrimp with Garlic Sauce.....10.95
- SH8. Sweet & Sour Shrimp.....10.95
- SH9. Spicy Szechwan Style Shrimp.....10.95
Large Shrimp sauteed w/ cabbage, carrot, onion, broccoli, bamboo shoots in spicy Szechwan Sauce
- SH10. Cashew Nuts Shrimp.....10.95
Large shrimp stir-fried with bok choy, carrot, baby corn, water chestnut, bamboo shoot & cashew in special and delicious light brown sauce
- SH11. Shrimp in Lobster Sauce.....12.50
Large shrimp sauteed with diced water chestnut, green peas, and carrots served in succulent white lobster sauce
- SH12. Shrimp on Sizzling Platter.....12.50
Jumbo shrimp and Chinese vegetable served on a sizzling platter
- SH13. Shrimp Supreme.....12.50
Fresh Shrimp stir-fried w/ green scallions, onions, mixed in pepper & salt. A unique cooking technique captures the tenderness of luscious fresh shrimp inside, a cracking crispy jacket.

Pork

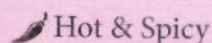
(served with steamed white rice)

- P1. Pork Chop Suey.....8.95
- P2. Sweet & Sour Pork.....8.95
- P3. Szechwan Style Pork.....8.95
- P4. Pork with Garlic Sauce.....8.95
Tender sliced pork sauteed in garlic sauce served with onion, water chestnuts & bamboo shoots
- P5. Twice Cooked Pork.....8.95
B.B.Q. pork, cabbage, carrot, snow peas stir fried in spicy brown sauce

Chicken

(served with steamed white rice)

- C1. Mongolian Chicken.....9.50
- C2. Sweet & Sour Chicken.....8.75
- C3. Lemon Chicken.....9.50
- C4. Kung Pao Chicken.....9.50
sliced tender chicken breast sauteed with onion, water chestnut, pepper, green peas, peanuts in our special spicy sauce
- C5. Garlic Chicken.....8.75
- C6. Chicken w/ Broccoli.....8.75
- C7. Moo Goo Gai Pan.....8.75
Sliced tender chicken breast stir-fried w/ bok choy, snow peas, carrot, baby corn, mushroom, bamboo shoot, water chestnut in special light brown sauce
- C8. Chicken w/ Curry Sauce.....9.50
- C9. Cashew Nuts Chicken.....9.50
Fresh sliced chicken breast sauteed with varies vegetables & cashew nuts
- C10. Szechwan Style Chicken.....8.75
sliced tender chicken breast sauteed with onion, broccoli, bamboo shoot, carrot, cabbage in spicy szechwan sauce
- C11. Chicken with Snow Peas.....9.50
Sliced tender chicken sauteed with bok choy, water chestnuts, bamboo shoots, and snow peas in special brown sauce
- C12. Almond Diced Chicken.....8.75
Diced chicken breast sauteed with diced water chestnut, celery, bok choy, green peas in delicious light brown sauce
- C13. Chicken w/ Black Bean Sauce.....9.95
Sliced chicken breast with onion, green pepper & delicious black bean sauce stir-fried
- C14. Spicy Chicken.....8.75
Sliced tender chicken and fresh Chinese vegetables sauteed in special spicy sauce
- C15. Hunan Style Chicken.....9.25
Sliced chicken breast w/ cabbage, broccoli, carrot, water chestnut, mushroom, baby corn, with spicy Hunan sauce
- C16. Chicken on Sizzling Platter.....10.95



Hot & Spicy

We can make it to Extra Spicy or Non-Spicy upon your request



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration for the Transfer of Ownership of Restaurant Liquor License RST-04 from GWT, Inc., to Peak Mountain, Inc., d.b.a. Great Wall Restaurant, Located at 2007 S Douglas Hwy, Unit B.

BACKGROUND:

Peak Mountain, Inc., as new owner of the Great Wall Restaurant, is requesting the transfer of ownership of restaurant liquor license RST-04.

In speaking with the manager, it was brought to my attention that beer was being stored and dispensed from a storage room, as the cooler in the dispensing room was not working. In a visit to the restaurant, and observing malt beverages were being stored and dispensed from a cooler in the storage room, I explained that all alcohol/malt beverages can only be dispensed from the described dispensing room on their liquor license application. On May 30, 2017, as a follow-up to this visit and observation, a certified letter was sent to GWT, Inc. (the current holder of the liquor license), and Peak Mountain, Inc. A visit to the restaurant prior to the public hearing will be conducted to ensure that the Great Wall Restaurant is in compliance.

The public hearing was advertised on May 17th & May 24th. The establishment was posted with notification of the public hearing. No protests have been received.

All documents have been sent to the Wyoming Liquor Division and any corrections, if applicable, have been addressed.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of the Transfer of Ownership of Restaurant Liquor License RST-04 from GWT, Inc., to Peak Mountain, Inc., d.b.a. Great Wall Restaurant, Located at 2007 S Douglas Hwy, Unit B.

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

Click to download

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

A Public Hearing to Consider an Application for the Transfer of Ownership of Retail Liquor License RTL-19 from BGM Partners, LLC, d.b.a. Pat's Drive-Up Liquor, to Walmart Stores, Inc., d.b.a. Wal-Mart Supercenter, and Transfer of Location of said Retail Liquor License RTL-19 from 600 S Douglas Hwy to 2500 S Douglas Hwy.

BACKGROUND:

Walmart Stores, Inc., is requesting the transfer of ownership, as well as the transfer of location, of retail liquor license RTL-19, currently held by BGM Partners, LLC, d.b.a. Pat's Liquors.

The proposed area for the licensed building will be in the SE corner of Walmart's parking lot, separate from the store. Walmart has applied for a building permit. The Planning Commission has approved the development plan associated with the building permit, and the City's Parks Board has approved the landscape plan also associated with the building permit.

According to the Plan of Operation submitted, the intended use of the facility is for the sale of package liquor only and will not maintain a pour area. In the drawings submitted with the transfer application, it is hard to determine whether or not a drive thru window will be associated with the facility.

BGM Partners, LLC, has submitted an Authorization of Transfer and Assignment of Retail Liquor License, relinquishing their rights to the retail liquor license if Council approves the request to transfer.

The public hearing has been advertised two (2) consecutive weeks, April 7 & April 14 and the property was posted, as well. The application was sent to the Wyoming Liquor Division and all corrections, if applicable, have been addressed.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Application |
| <input type="checkbox"/> Building Location Diagram |
| <input type="checkbox"/> Architectural Renderings |
| <input type="checkbox"/> Combined Drawings |
| <input type="checkbox"/> Legal Description |
| <input type="checkbox"/> Lease Agreement |
| <input type="checkbox"/> Corporate Officer Listing |
| <input type="checkbox"/> Plan of Operation |
| <input type="checkbox"/> Relinquishment Letter |
| <input type="checkbox"/> Affidavit |
| <input type="checkbox"/> Consolidated Income Statements |
| <input type="checkbox"/> Planning Commission Case Sheet |
| <input type="checkbox"/> Planning Commission Minutes |
| <input type="checkbox"/> Public Hearing Notice |

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

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

Date Filed: 3, 31, 2017

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

Required Attachments Received: Yes ☒

Advertising Dates(2 wks): April 7 & 14, 2017

Hearing Date: 6, 1, 2017

Local Licensing Number: RTL-19

For the license term: 6, 1, 2017
 Month Day Year

Through: 3, 31, 18
 Month Day Year

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

Formerly Held by: BGM Partners, LLC - License No. RTL-19

Applicant: Walmart Stores, Inc.

Trade Name (dba): WAL-MART SUPERCENTER

Premise Address: 2500 South Douglas Highway
 Number & Street

Gillette WY 82716 Campbell
 City State Zip County

Mailing Address: 702 Southwest 8th Street
 Number & Street or P.O. Box

Bentonville AR 72716-0500
 City State Zip

Business Telephone Number: (307) 688-4060

Fax Number: (479) 204-9864

E-Mail Address: Brian.wood@walmart.com

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

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

1. Location of License:

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

2500 South Douglas Highway, Gillette, WY 82716. Please see architect's drawing showing location within store, attached as "Attachment 1".

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

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

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

The site is zoned commercial. Please see legal description of the site, attached as "Attachment 2".

2. Do you W.S. 12-4-103 (a) (iii):

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

☐ YES (own)

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

☒ YES (lease)

(A) **DATE** lease expires February 1, 2027 located on page 2 paragraph 2.01 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 1.01 of lease. Amend.

NOTE: Attach a true copy of the lease to application. Lease **MUST** contain provision for **SALE OF ALCOHOLIC or MALT BEVERAGES** and be valid **THROUGH** the **TERM OF THE LICENSE** W.S. 12-4-103(a)(iii). See Attachment 3

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

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

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

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

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

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

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license?
W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- If "YES", please specify type: ☐ Microbrewery ☐ Winery ☐ Retail
☐ Restaurant ☐ Resort ☐ Bar & Grill:
-

11. (a) Do you self distribute your products? ☐ YES ☐ NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? ☐ YES ☐ NO
-

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) The name and address of the grand lodge or national organization is: _____
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? ☐ YES ☐ NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO
-

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

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

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

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

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

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

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

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

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

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

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

| True and Correct Name | Date of Birth | DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip | Residence Phone Number | No. of Years in Corp or LLC | % of Stock Held | Have you been Convicted of a Felony Violation? | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|-----------------------------|-----------------|--|--|
| | | | | | | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| See Attachment 4 | | | | | | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | | | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |

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

*There are no shareholders holding 10% or more of the stock of Wal-Mart Stores, Inc.

OATH OR VERIFICATION

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

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

STATE OF ARKANSAS)

SS

COUNTY OF BENTON

Before Me,

Terry L. Held

(specify)

(Printed name of Notary or other officer authorized to administer oaths)

Benton

a Notary Public, Officer authorized to administer oaths in and for

County, State of ARKANSAS personally appeared

Andrea Lazenby, Cynthia P. Moehring

name he/she being first duly sworn

(Insert Names)

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

(Seal)



My Commission expires:

11-14-2022

1

2. Andrea Lazenby, Assistant Secretary

4. Cynthia P. Moehring, SVP, CCO

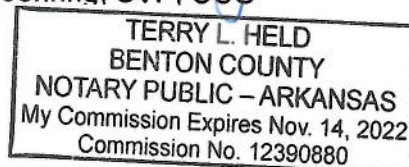
Witness my hand and official seal

(Notary Public or other officer authorized to administer oaths)

Title

NOTARY PUBLIC

Dated: 01-12-2017

**REQUIRED ATTACHMENTS:**

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

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

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

FOR LIQUOR DIVISION USE ONLY

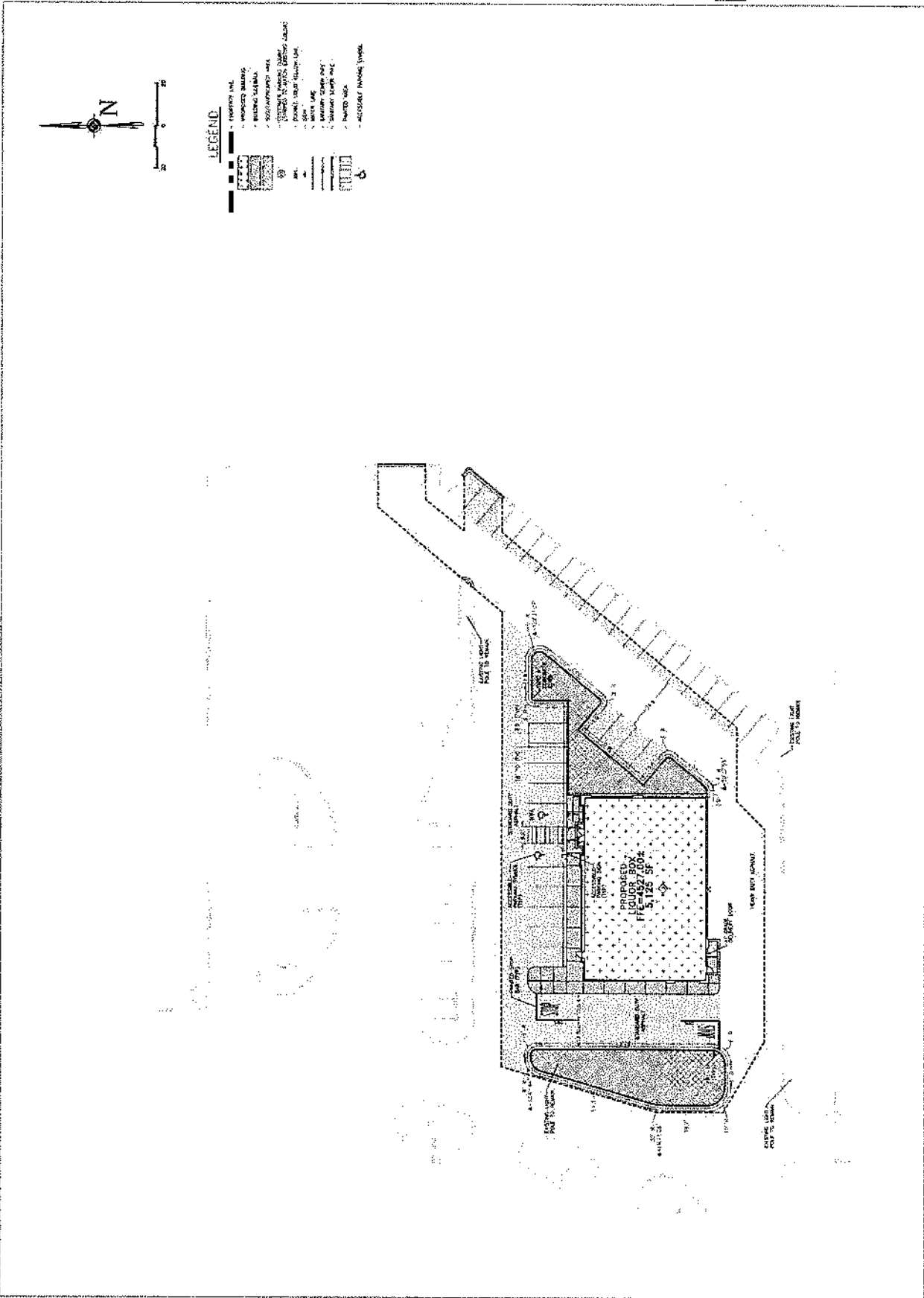
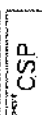
Reviewer Initials Date

Agent:

Chief:

Acct.

ATTACHMENT 1





- PROPERTY LINE
- PROPOSED LIQUOR BOX

Walmart 
Save money. Live better.

[illegible]

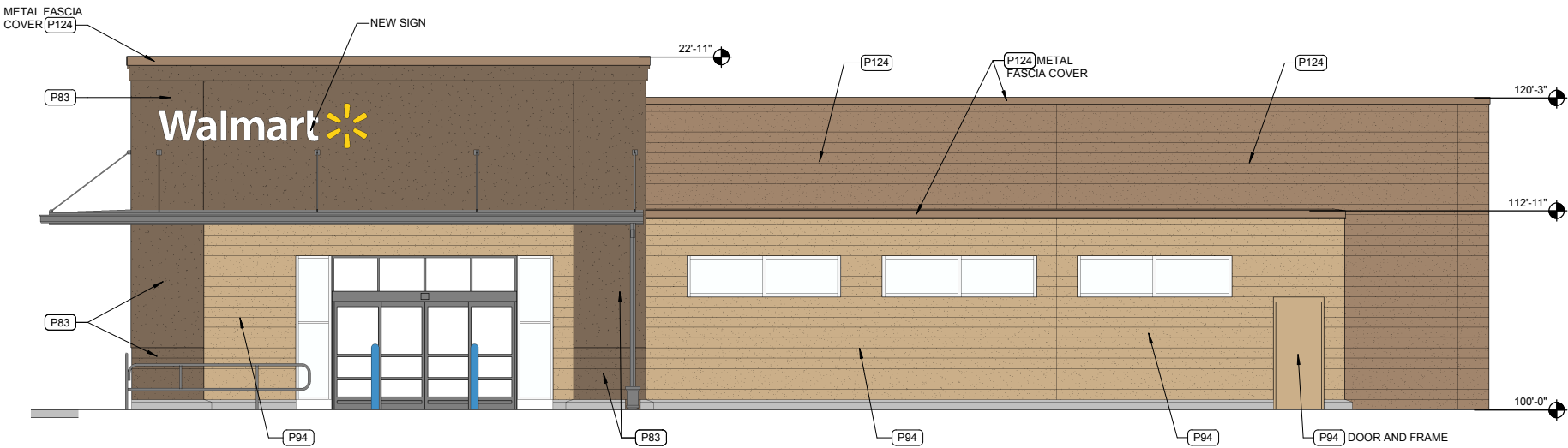
7068 LEDGESTONE COMMONS
BARTLETT, TENNESSEE 38133
PH. (901) 384-0404 • FX. (901) 384-0710

NOT FOR
CONSTRUCTION

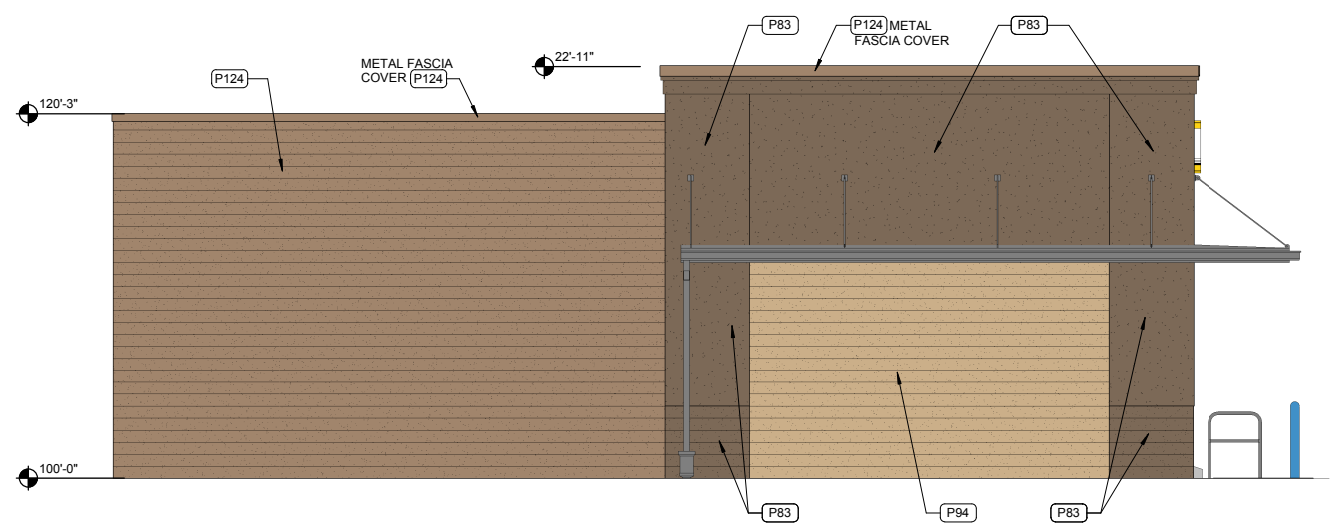
PRELIMINARY

NOT FOR
CONSTRUCTION

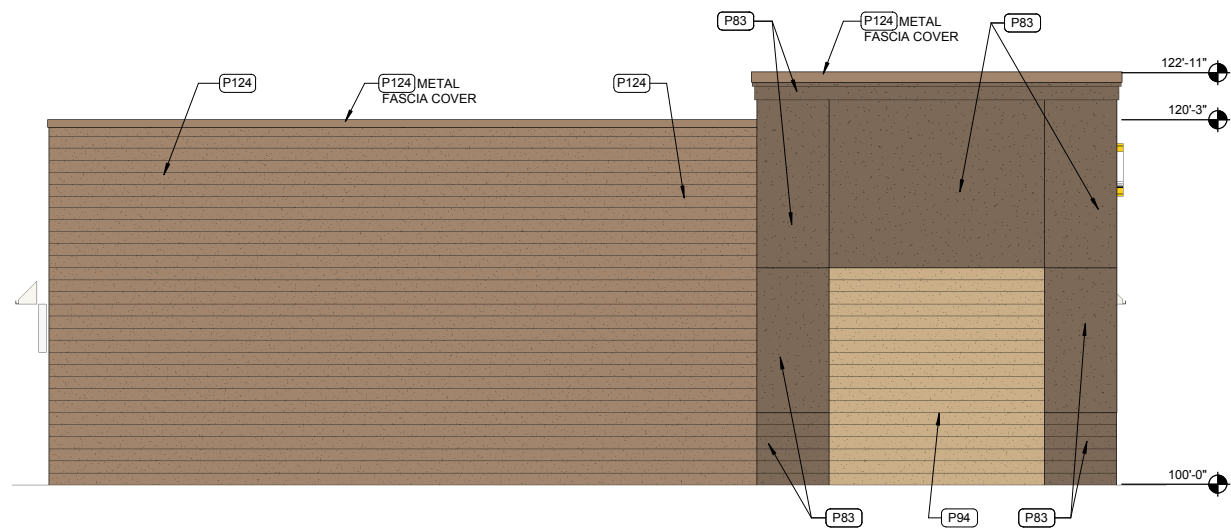




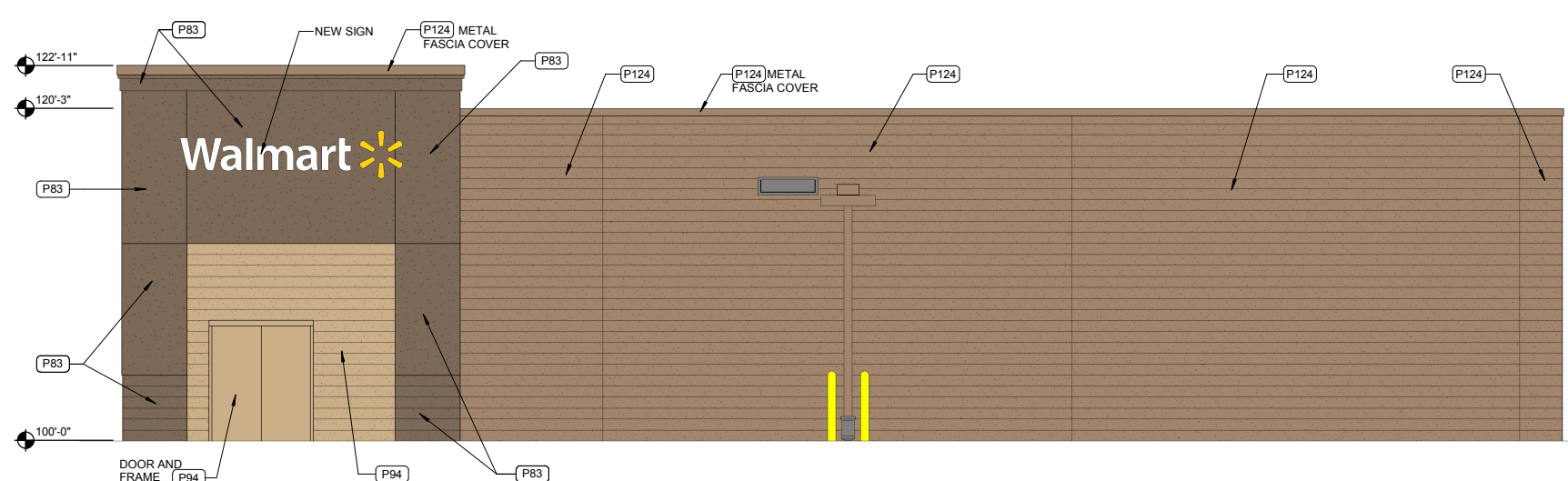
FRONT ELEVATION



DRIVE-THRU SIDE ELEVATION



SIDE ELEVATION



REAR ELEVATION



P83 - COBBLE BROWN



P94 - EXT DROMEDARY CAMEL



P124 - MEADOWLARK



02/27/17

1485 GILLETTE, WY

ELEVATIONS

2

SITE DEVELOPMENT PLANS

WALMART GENERAL RETAIL

2500 SOUTH DOUGLAS HIGHWAY

GILLETTE, WYOMING 82718

UTILITY RESPONSIBILITIES

| GOVERNING AGENCIES CONTACTS | CONTRACTOR RESPONSIBILITY | OTHERS RESPONSIBILITY |
|--|--|---|
| GAS BLACKHILLS ENERGY 625 NINTH STREET RAPID CITY, SD 57701 PHONE: 307-682-5881 CONTACT: SCOTT WILSON | -COORDINATE CONSTRUCTION ACTIVITIES WITH BLACK HILLS ENERGY TO ENSURE INSTALLATION OF GAS LINES ARE COMPLETED PRIOR TO PAVEMENT OR CURB PLACEMENT -INSTALL BOLLARD PROTECTION AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE BLACK HILLS ENERGY REQUIREMENTS -ENSURE ALL MATERIALS, COMPACTION, ETC. FOR TRENCH BACKFILL MEETS THE PROJECT SPECIFICATIONS -COORDINATE ANY REQUIRED INSPECTIONS WITH BLACK HILLS ENERGY | -SERVICE FROM THE POINT OF CONNECTION AT THE EXISTING LINE UP TO AND INCLUDING SETTING OF METER WILL BE BY BLACK HILLS ENERGY -ANY REQUIRED INSPECTIONS OF CONTRACTOR'S GAS SERVICE WORK |
| ELECTRIC CITY OF GILLETTE 611 N. EXCHANGE AVE GILLETTE, WY 82717-3003 PHONE: 307-686-5277 CONTACT: LORI KING | -COORDINATE CONSTRUCTION ACTIVITIES WITH CITY OF GILLETTE TO ENSURE INSTALLATION OF UNDERGROUND LINES ARE COMPLETED PRIOR TO PAVEMENT OR CURB PLACEMENT -PROVIDE AND INSTALL 1-4" SCHEDULE 40 PVC CONDUIT WITH PULL ROPES, AT A MINIMUM DEPTH OF 48" INCLUDING TRENCHING AND BACKFILLING, FOR THE UNDERGROUND PORTIONS OF THE PRIMARY FROM THE POINT OF CONNECTION UP TO THE TRANSFORMER -INSTALL TRANSFORMER PAD IN ACCORDANCE WITH THE CITY OF GILLETTE SPECIFICATIONS -SET THE METER IN ACCORDANCE WITH THE CITY OF GILLETTE REQUIREMENTS -PROVIDE AND INSTALL ALL SECONDARY SERVICE AND MATERIALS IN ACCORDANCE WITH THE CITY OF GILLETTE SPECIFICATIONS | -CITY OF GILLETTE WILL PROVIDE AND INSTALL ALL PRIMARY CABLE FROM THE EXISTING JUNCTION BOX UP TO THE TRANSFORMER -ANY REQUIRED INSPECTIONS OF CONTRACTOR'S ELECTRIC SERVICE WORK |
| SANITARY SEWER CITY OF GILLETTE 611 N. EXCHANGE AVE GILLETTE, WY 82717-3003 PHONE: 307-686-5277 CONTACT: BRUCE HAMMOND | -PROVIDE AND INSTALL SANITARY SEWER LINES AND ASSOCIATED APPURTENANCES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS -COORDINATE REQUIRED INSPECTION SERVICES WITH CITY OF GILLETTE. SEE UTILITY PLAN FOR REQUIREMENTS | -ANY REQUIRED INSPECTIONS OF CONTRACTOR'S SANITARY SEWER SERVICE WORK |
| WATER CITY OF GILLETTE 611 N. EXCHANGE AVE GILLETTE, WY 82717-3003 PHONE: 307-686-5276 CONTACT: GREG BOWMAN | -PROVIDE AND INSTALL ALL WATER MAINS AND ASSOCIATED APPURTENANCES IN ACCORDANCE THE PLANS AND SPECIFICATIONS -CONNECT TO EXISTING WATER LINE. PROVIDE ALL REDUCERS TEES AND BENDS REQUIRED TO SET THE METER. -COORDINATE REQUIRED INSPECTION SERVICES WITH CITY OF GILLETTE. SEE UTILITY PLAN FOR REQUIREMENTS | -ANY REQUIRED INSPECTIONS OF CONTRACTOR'S DOMESTIC WATER SERVICE WORK OR WATER LINE EXTENSION |

THIS INFORMATION BOX HAS BEEN PROVIDED FOR CLARIFICATION PURPOSES. THE CONTRACTOR SHALL PROVIDE ANY AND ALL APPURTENANCES, TRENCHING AND BACKFILL, AND OTHER INCIDENTALS TO MEET OR EXCEED THE SPECIFICATIONS OF THE ITEMS LISTED.



VICINITY MAP

SCALE: 1"=500'

DEVELOPED BY:

Walmart
Save money. Live better.

WAL-MART STORES INC.
2001 S.E. 10TH ST.
BENTONVILLE, AR 72716-0550
(479) 273-4000

ENGINEER:



**CARLSON
CONSULTING
ENGINEERS, INC.**

7068 Ledgestone Commons, Bartlett, TN 38133
Phone (901) 384-0404 • Fax (901) 384-0710

THE SITEWORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS."

ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO CONTRACT COMPLETION AND THE FINAL CONNECTION OF SERVICES.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.

INDEX OF SHEETS

| TITLE SHEET | |
|-------------|-------------------------------|
| SD 1 | OVERALL SITE DEVELOPMENT PLAN |
| SD 2 | SITE PLAN |
| SD 3 | GRADING PLAN |
| SD 4 | UTILITY PLAN |
| SD 5 | PLANTING PLAN |

IT IS AGREED THAT THE CONDITIONS OF THIS DEVELOPMENT PLAN SHALL BE BINDING UPON THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL ZONING PERMITS, AND SHALL RESTRICT AND LIMIT THE LOCATION, CONSTRUCTION AND USE OF ALL LAND AND STRUCTURES INCLUDED WITHIN THE PLAN TO ALL OF THE CONDITIONS SET FORTH UPON THE PLAN; AND THAT THE DEVELOPMENT PLAN MAY BE AMENDED ONLY UPON APPLICATION TO AND APPROVAL BY THE PLANNING COMMISSION.

EXECUTED THIS _____ DAY OF _____, BY: _____

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., _____, BY _____, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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

C

ATTEST: SECRETARY

I HEREBY CERTIFY THAT THE ABOVE DEVELOPMENT PLAN WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____, 20____, IN BOOK _____ OF DEVELOPMENT PLANS AT PAGE _____.

COUNTY CLERK



Know what's below.
Call before you dig.

LEGAL DESCRIPTION

LOT 1E AND LOT 2D OF THE RESUBDIVISION OF LOT 1C OF BLOCK 1 OF RESUBDIVISION OF LOT 1A OF BLOCK 1 OF THE RESUBDIVISION OF LOTS 1, 2, 3, AND 4 OF BLOCK 1 OF THE HOMESTEAD ADDITION TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD 28 MARCH 1992 IN BOOK 5 OF PLATS, PAGE 164 OF THE RECORDS OF CAMPBELL COUNTY, WYOMING, TOGETHER WITH LOT 1B, BLOCK 1, HOMESTEAD ADDITION, A RESUBDIVISION OF LOT 1A OF BLOCK 1 OF THE RESUBDIVISION OF LOTS 1, 2, 3, AND 4 OF BLOCK 1 OF THE HOMESTEAD ADDITION TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 4 OF PLATS, PAGE 254 OF THE RECORDS OF CAMPBELL COUNTY, WYOMING, ALL MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1E; THENCE N.89°42'09"E., ALONG THE NORTH LINE OF SAID LOT 1E, A DISTANCE OF 445.76 FEET; THENCE N.00°17'51"W., A DISTANCE OF 33.66 FEET; THENCE N.89°42'09"E., A DISTANCE OF 511.62 FEET; THENCE S.01°06'33"E., A DISTANCE OF 167.24 FEET; THENCE N.89°42'09"E., A DISTANCE OF 300.12 FEET; THENCE S.01°07'03"E., A DISTANCE OF 60.00 FEET; THENCE S.89°42'09"W., A DISTANCE OF 300.12 FEET; THENCE S.01°07'41"E., A DISTANCE OF 240.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 2D; THENCE N.89°42'09"E., ALONG THE NORTH LINE OF SAID LOT 2D, A DISTANCE OF 300.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 2D; THENCE S.01°07'03"E., ALONG THE EAST LINE OF SAID LOT 2D, A DISTANCE OF 141.68 FEET; S.39°32'04"W., A DISTANCE OF 212.41 FEET; THENCE S.89°42'09"W., A DISTANCE OF 161.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2D ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1B; THENCE S.89°42'09"W., ALONG THE SOUTH LINE OF SAID LOT 1B, A DISTANCE OF 857.23 FEET; THENCE N.46°08'08"W., A DISTANCE OF 191.77 FEET TO THE WEST LINE OF SAID LOT 1B; THENCE N.02°11'36"E., ALONG THE WEST LINE OF SAID LOT 1B, A DISTANCE OF 404.78 FEET TO THE NORTHWEST CORNER OF SAID LOT 1B ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1E; THENCE N.02°11'36"E., ALONG THE WEST LINE OF SAID LOT 1E, A DISTANCE OF 200.53 FEET TO THE POINT OF BEGINNING, CONTAINING 19.026 ACRES MORE OR LESS.

SITE DATA

PLATTED/MEASURED
EXISTING RETAIL PARCEL (LOT 1B) = 11.570 AC / 11.563 AC
EXISTING RETAIL PARCEL (LOT 1E) = 5.616 AC / 5.616 AC
PARCEL (LOT 2D) = 1.840 AC / 1.839 AC
TOTAL = 19.026 AC / 19.018 AC

LAND USE CLASSIFICATION: COMMERCIAL
ZONING CLASSIFICATION: GILLETTE, WYOMING
LOCAL JURISDICTION: GILLETTE, WYOMING
FLOOD ZONE CLASSIFICATION: AE (500 YEAR STORM)

BUILDING DATA

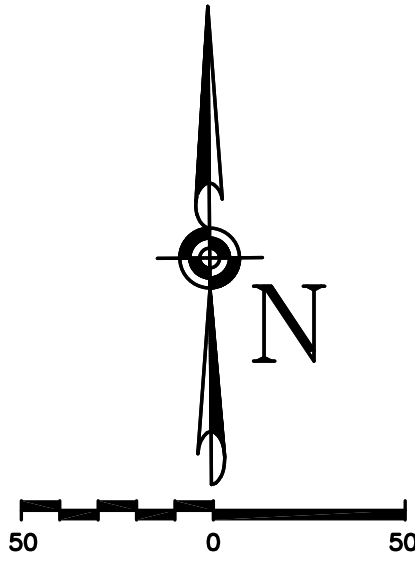
EXISTING RETAIL SUPERCENTER = 208,637 SF
PROPOSED GENERAL RETAIL = 5,125 SF
FUTURE FUELING STATION = 483 SF
TOTAL = 214,245 SF

PARKING INFORMATION

| | BUILDING SQ.FT. ¹ | TOTAL PARKING PROVIDED SPACES 2,3 | TOTAL PARKING RATIO SPACES ³ |
|-------------------------|------------------------------|--------------------------------------|--|
| PROPOSED GENERAL RETAIL | 5,125 | 1,024 SPACES (EXISTING) | 4.9/4.8/1,000 SQ.FT. ⁴ (EXISTING/PROPOSED) |
| WALMART (EXISTING) | 209,120 | 978 SPACES (POST DEVELOPMENT) | 4.6/1,000 SQ.FT. (POST DEVELOPMENT) |
| TOTAL (PROPOSED) | 214,245 | | |

NOTES

- EXISTING AND PROPOSED BUILDING SIZE PROVIDED BY BRR ARCHITECTURE, INC.
- EXISTING PARKING COUNTS ARE BASED ON ORIGINAL CONSTRUCTION PLANS PROVIDED BY OTHERS AND A REVIEW OF AVAILABLE AERIAL PHOTOGRAPHS.
- PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.
- A 4.8/1000 SF PARKING RATIO WAS APPROVED BY THE CITY OF GILLETTE DURING THE SITE DEVELOPMENT PLAN REVIEW FOR THE PROPOSED EXPANSION IN 2005.



LEGEND

- PROPERTY LINE
- EXISTING PARKING
- PROPOSED PARKING
- EXISTING LANDSCAPED TO REMAIN UNDISTURBED APPROXIMATELY 73,000 SF

WALMART STORES INC
2300 S DOUGLAS HWY
GILLETTE, WY 82718
HOMESTEAD ADD
LOT B BLOCK 1
LOT 1E BLOCK 1
PCL NO: 50723410800500

EXISTING BUILDING
208,637 SF

WALMART STORES INC
2500 S DOUGLAS HWY
GILLETTE, WY 82718
HOMESTEAD ADD
LOT 2D BLOCK 1
PCC NO: 507234108010

WALMART
FFE=4527.50
5,125 SF
2500 S DOUGLAS HWY

SNOW STORAGE UNIT
AREA SLOPED TOWARDS
PARKING LOT



STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE
BY THE CITY OF GILLETTE, WYOMING
ON BEHALF OF THE CITY OF GILLETTE,
WYOMING. IT IS NOT TO BE REPRODUCED
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WITHOUT THE WRITTEN CONSENT OF
CARLSON CONSULTING ENGINEERS, INC.
BARTLEY, KENNEDY & ASSOCIATES
P.C. (BKA) AND SHALL BE RETURNED TO
THE LAWYER.

CONSULTANTS
CARLSON CONSULTING ENGINEERS, INC.
7200 LEVISTONE COUNTRYSIDE
BARTLEY, KENNEDY & ASSOCIATES
P.C. (BKA) 384-0710

Walmart
GILLETTE, WY
STORE NO: 1485
JOB NUMBER:

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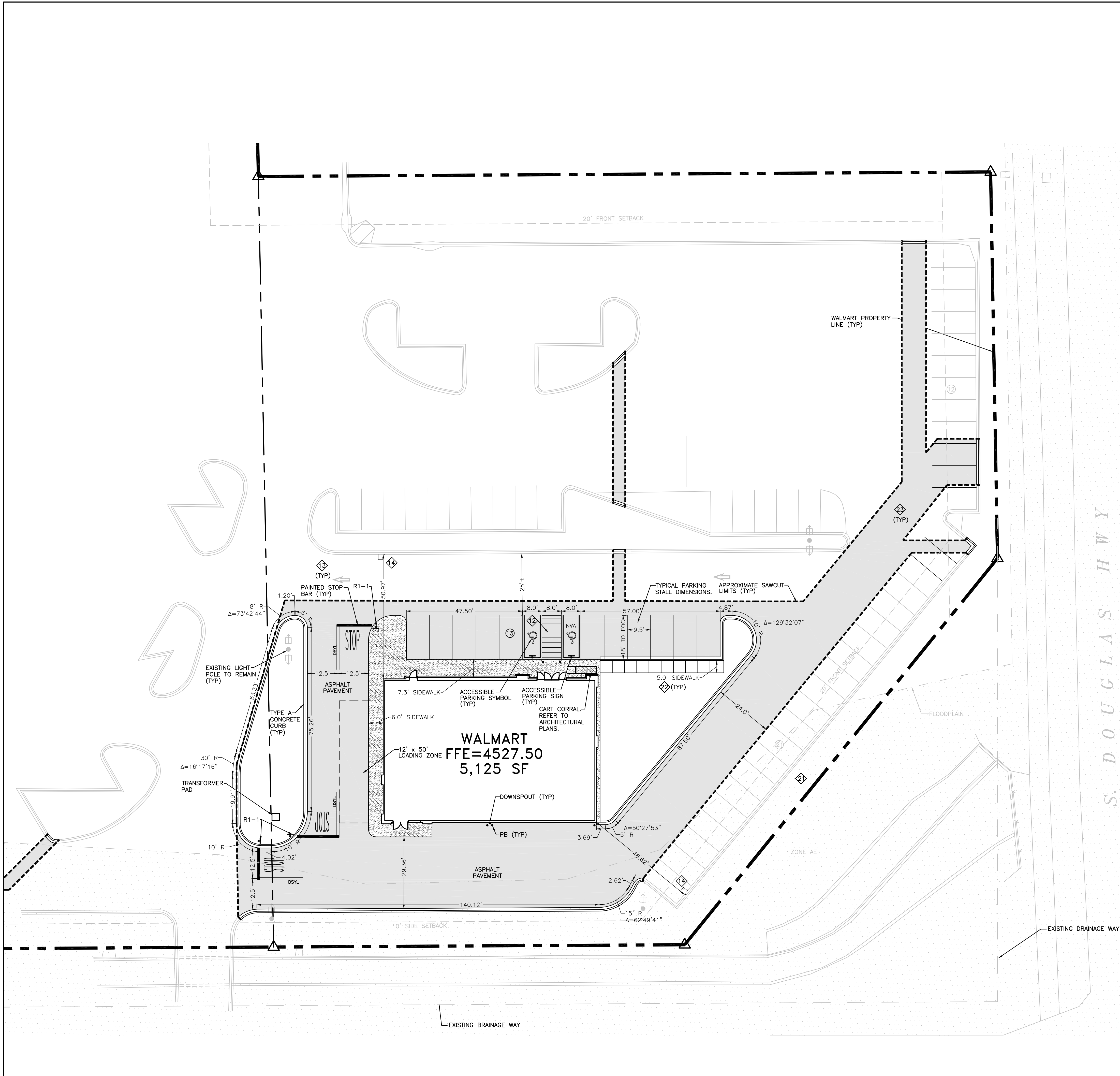
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P.E., LICENSE #13098 ON
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NOT FOR CONSTRUCTION

OVERALL SITE
DEVELOPMENT
PLAN

SHEET:
SD1



NOTES:

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SLOPE PAVING, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SPECIFIC FIRE LANE MARKING AND SIGNAGE REQUIREMENTS WITH THE AUTHORITY HAVING JURISDICTION. BY SUBMITTING A BID ON THE PROJECT THE CONTRACTOR AFFIRMS THAT ADEQUATE FUNDS HAVE BEEN INCLUDED TO ADDRESS THIS REQUIREMENT.
- DIMENSIONS SHOWN ALONG THE PARKING ROW FOR THE 90 DEGREE PARKING SPACE LAYOUT ARE TO THE CENTER OF THE 4" STRIPES. ALL OTHER DIMENSIONS ARE TO THE EDGE OF THE GUTTER U.N.O.
- ALL CURBS SHALL BE CONCRETE CURB AND GUTTER U.N.O. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY LAND SURVEY INCORPORATED.
- ALL PAINTED PAVEMENT MARKINGS SUCH AS SYMBOLS AND LETTERING SHALL BE PAINTED USING TEMPLATES.
- ALL NEW STRIPING SHALL BE PAINTED (TWO COATS) PER THE SITE WORK SPECIFICATIONS.
- THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFIC SPECIFICATIONS".
- PAINTED ISLAND TYPICAL UNLESS NOTED OTHERWISE. STRIPES SHALL BE PAINTED SYSL/4" AT 2'-0" O.C. PERPENDICULAR TO THE PARKING SPACE.
- REMOVE ANY EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS BY BEAD BLASTING. NO GRINDING OR "BLACKING OUT" WILL BE PERMITTED.
- BUILDING TIES SHOWN FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE EXISTING GUTTER LINE.
- ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ANNOUNCED BUILDING POSSESSION AND THE FINAL CERTIFICATION OF SERVICES.
- ALL DELTA ANGLES ARE 90° U.N.O.
- REFER TO ARCHITECTURAL PLANS FOR LOCATIONS AND DETAILS OF PIPE BOLLARDS LOCATED AROUND THE BUILDING.
- SEE ARCHITECTURAL PLANS FOR CONCRETE APRON, BUILDING SIDEWALK, SLAB AND PAD DETAILS.
- ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIZE, SIGN AND SYMBOL ("VAN"-INDICATES VAN ACCESSIBLE SPACE).
- PROPOSED DEVELOPMENT WILL SHARE REFUSE STORAGE AREA AND PICKUP WITH THE EXISTING FACILITY.
- SNOW STORAGE IS PROHIBITED WITHIN THE FEMA FLOODPLAIN.
- REFER TO ARCHITECTURAL PLAN FOR ADDITIONAL INFORMATION ON SIDEWALKS.
- REMOVE EXISTING ASPHALT PAVEMENT AND REPLACE WITH NEW.

- LEGEND
- PROPERTY LINE
 - SAWCUT LINE
 - NEW ASPHALT PAVEMENT
 - BUILDING SIDEWALK
 - FLOOD PLAIN
 - CUSTOMER PARKING COUNT (STRIPED YELLOW)
 - DOUBLE SOLID YELLOW LINE
 - SIGN
 - PIPE BOLLARD
 - PAINTED AREA
 - ACCESSIBLE PARKING SYMBOL

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ONLY BY THE CLIENT. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CARLSON CONSULTING ENGINEERS, INC. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF CARLSON CONSULTING ENGINEERS, INC. IS PROHIBITED AND MAY BE CONTRARY TO THE LAW.

CONSULTANTS

CARLSON CONSULTING ENGINEERS, INC.

7088 LEDGESTONE COMMONS
PHILADELPHIA, PA 19151
PH: (800) 384-0044 • FX: (800) 384-0710

Walmart
GILLETTE, WY
STORE NO. 1485

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SITE PLAN

SHEET: SD2



CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES, APPURTENANCES AND IMPROVEMENTS WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.

UNDERCUTTING NOTICE

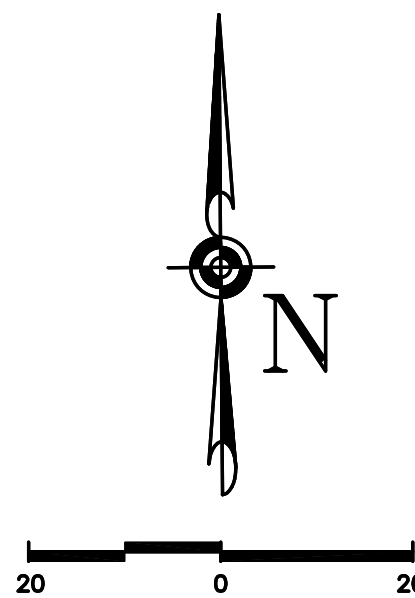
THE CONTRACTOR IS SPECIFICALLY CAUTIONED REGARDING THE PRESENCE OF POTENTIALLY UNSTABLE SOILS ON THIS SITE AND THE NEED FOR UNDERCUTTING AND/OR STABILIZATION. THE CONTRACTOR'S BASE BID SHALL INCLUDE PROVISIONS FOR ADDRESSING THIS CONDITION.

DEWATERING/GROUNDWATER NOTICE

THE CONTRACTOR IS SPECIFICALLY CAUTIONED REGARDING THE POSSIBILITY OF GROUNDWATER ON THIS SITE. WHEN PERFORMING GRADING OPERATIONS CONTRACTOR SHALL PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT AS NECESSARY TO FACILITATE CONSTRUCTION ACTIVITIES. REFER TO MASTER SITE SPECIFICATIONS. THE CONTRACTOR'S BASE BID SHALL INCLUDE PROVISIONS FOR ADDRESSING THIS CONDITION.

LEGEND

- PROPERTY LINE
- STORM SEWER
- CURB INLET/CATCH BASIN
- JUNCTION BOX
- CLEAN OUT
- SPOT ELEVATION
- TOP OF CURB
- TOP OF PAVEMENT
- TOP OF GROUND
- SAWCUT LINE
- RIDGELINES



NOTES:

- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- SEE FOUNDATION SUBSURFACE PREPARATION NOTE FOR GRANULAR MATERIAL UNDER FLOOR SLAB.
- SEE PROJECT SITE WORK SPECIFICATIONS FOR SITE PREPARATION PROCEDURES FOR ALL AREAS EXCLUSIVE OF THE BUILDING PADS.
- ALL SLOPES STEEPER THAN 3:1 SHALL BE PROTECTED WITH A STABILIZATION FABRIC.
- ACCEPTABLE STORM SEWER MATERIALS:
 - 1) REINFORCED CONCRETE PIPE
 - 2) SPIRAL RIB METAL PIPE
 - 3) CORRUGATED POLYETHYLENE (N-12)
 - 4) POLYVINYL CHLORIDE (PVC) - ONLY PERMITTED IN 15" DIAMETER OR LESS.SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
- DOWNSPOUT COLLECTION SYSTEM. STORM SEWER PIPES EXITING BUILDING SHALL HAVE A MINIMUM COVER OF 2 FEET AND MINIMUM SLOPE OF 2%. SEE ARCH PLANS FOR ADDITIONAL DETAILS.
- SLOPE ON ALL ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 1:50.
- ELEVATION OF NEW EDGE OF PAVEMENT MATCH EXISTING.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL FITTINGS, BENDS, TEES, ETC. REQUIRED FOR DOWNSPOUT COLLECTION SYSTEM.
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS IMPACTED BY CONSTRUCTION.
- CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT, AS SHOWN, TO ALLOW FOR A CLEAN, STRAIGHT JOINT BETWEEN OLD AND NEW SURFACES. CONTRACTOR SHALL ONLY SAWCUT TO LIMITS NECESSARY TO INSTALL NEW SITE FEATURES SHOWN ON THESE PLANS AND ENSURE POSITIVE DRAINAGE IN ALL AREAS.
- CONTRACTOR SHALL ADJUST TOPS OF CLEANOUTS, MANHOLES, VALVES, ETC. TO MATCH FINAL GRADE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE, INCURRED BY ANY UTILITY COMPANY, TO THEIR LINES AS A RESULT OF ACTIVITIES, WHETHER THESE LINES ARE SHOWN ON THE CONSTRUCTION PLANS OR NOT. CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- NEW STORM SEWER TO MATCH INVERT ELEVATION OF EXISTING STORM SEWER.
- CONNECT TO EXISTING CURB AND GUTTER. MATCH EXISTING IN GRADE AND ALIGNMENT.

FOUNDATION SUBSURFACE PREPARATION WAL-MART STORE NO. 1485 - ADDITION
GILLETTE, WYOMING
AET REPORT NO. 17-02812 NOVEMBER 11, 2016

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING FOOTPRINT AND APPURTENANCES.

APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDING PROPER (REFER TO DRAWING SHEET SP1), TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, PORCHES, RAMPS, STOOPS, ETC. THE BASE DOES NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND THE APPURTENANCES.

ESTABLISH THE FINAL SUBGRADE ELEVATION TO ALLOW FOR THE CONCRETE SLAB, BASE, REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED SLAB THICKNESS. THE 4" THICK BASE MATERIAL SHALL CONFORM TO THE GRADING 'W' REQUIREMENTS AS DEFINED IN SECTION 803.4 AGGREGATES FOR SUBBASE AND BASE OF THE WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. BASE CAN BE CONSIDERED AS A PORTION OF THE 3' GRANULAR ENGINEERED FILL ZONE REQUIRED BELOW INTERIOR SLABS. THE BASE SHALL BE PROVIDED BY THE BUILDING CONTRACTOR IN JOINT PROJECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS FOR ALL CUT AND FILL DEPTHS REQUIRED. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE OR SUBBASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED IN WRITING BY THE CEC AND ADR.

EXISTING SLABS, PAVEMENTS, AND BELOW-GRADE STRUCTURES SHALL BE REMOVED FROM THE BUILDING AREA. REMOVE SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE BUILDING AREA. PROOFROLL EXPOSED SUBGRADE. REMOVE AND REPLACE UNSUITABLE AREAS WITH SUITABLE MATERIAL. SUBGRADE MATERIAL SHALL BE FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE P.I. L.L.
BUILDING AREA, BELOW UPPER 3 FEET <20 MAX.> <40 MAX.>
BUILDING AREA, UPPER 3 FEET <12 MAX.> <25 MAX.>

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS SPREAD FOOTINGS AT WALLS BEARING ON A MINIMUM OF THREE (3) FEET OF IMPORTED COMPACTED GRANULAR ENGINEERED FILL.

FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8-INCHES IN THICKNESS. SLAY SOILS FOR COMMON FILL AREAS SHOULD BE COMPACTED WITHIN A MOISTURE CONTENT RANGE OF 1 PERCENT BELOW TO 3 PERCENT ABOVE OPTIMUM (UNLESS MODIFIED BY THE GEOTECHNICAL ENGINEER). DUE TO THE VARYING WATER CONTENT OF THE SITE SOILS, PROCESSING AND MOISTURE CONDITIONING WILL LIKELY BE REQUIRED BEFORE THE SOILS CAN BE USED. IMPORTED GRANULAR ENGINEERED FILL SHOULD BE COMPACTED WITHIN A MOISTURE RANGE OF ± 3 PERCENT OF OPTIMUM UNLESS MODIFIED BY THE GEOTECHNICAL ENGINEER.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WAL-MART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT PREPARED BY AMERICAN ENGINEERING TESTING, INC. (AET), DATED NOVEMBER 11, 2016 (GEOTECHNICAL REPORT IS FOR INFORMATION ONLY AND IS NOT A CONSTRUCTION SPECIFICATION).



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GRADING
PLAN

SHEET:

SD3

ALL UNSURFACED AREAS SHALL RECEIVE 4" TOPSOIL AND SOD (WHERE SHOWN). WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

TEMPORARY SEEDING

SEED: MIXTURE 70% RYEGRASS/30% WINTER WHEAT 4 LBS / 1,000 SQ FT.

AREAS TO RECEIVE SEED SHALL BE FERTILIZED WITH A COMPLETE FERTILIZER PER EXTENSION SERVICE'S RECOMMENDATIONS.

SOD:

ALL SODDED AREAS SHALL BE TURF TYPE TALL FESCUE SOD.

ALL CURBED ISLANDS SHALL BE SODDED UNLESS NOTED OTHERWISE.

SLOPES GREATER THAN 3:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.

ALL AREAS TO BE SODDED SHALL RECEIVE A MINIMUM 4" LAYER OF SUITABLE TOPSOIL THAT MEETS THE CONDITIONS LISTED ABOVE AND THAT HAS BEEN TILLED, FINE GRADED, AND HAS HAD ALL STONES, ROOTS, DEBRIS, ETC REMOVED.

SOD SHALL BE LAID AS SOON AS IT IS DELIVERED TO PLANTING AREAS. ONLY HEALTHY MOIST GREEN SOD SHALL BE LAID. ANY SOD WHICH IS BROWN AND UNDER STRESS IS UNACCEPTABLE. ANY SOD WHICH IS NOT LAID WITHIN 24 HOURS OF DELIVERY SHALL BE UNACCEPTABLE.

SOD SHALL BE A MINIMUM OF 3/4" THICK, FREE OF WEEDS AND PESTS, AND CUT NO MORE THAN 24 HOURS PRIOR TO PLANTING.

SOD PANELS SHALL BE LAID TIGHTLY TOGETHER AND END JOINTS STAGGERED SO AS TO MAKE A SOLID SODDED AREA.

ANY JOINTS OR SEAMS THAT MAY EXIST AFTER LAYING SOD SHALL BE FILLED WITH SAND SO AS TO CREATE A SMOOTH AND UNIFORM GROWING SURFACE.

SOD SHALL BE ROLLED AND WATERED AT THE TIME OF INSTALLATION TO ENSURE GOOD SOD-SOIL CONTACT AND TO PROVIDE A SMOOTH, UNIFORM WALKING SURFACE.

SEEDING & SODDING NOTES

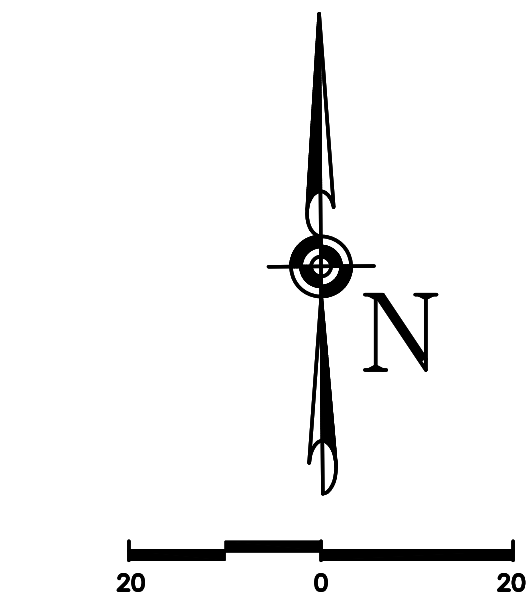
PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

| QTY | SYM | BOTANICAL NAME | COMMON NAME | SIZE (BOTH MINS TO BE MET) | SPACING | CONDITION | REMARKS |
|-------------------|-----|--|---------------------------------|------------------------------|----------|-----------|------------------------------|
| TREES: | | | | | | | |
| 9 | | GLEDTISIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER' | 'SHADEMASTER' HONEYLOCUST | 2" - 2-1/2" C / 10' - 12' HT | AS SHOWN | B&B | FULL HEAD w/UNIFORM GROWTH |
| 5 | | TILIA CORDATA 'CHANCELLOR' | 'CHANCELLOR' LITTLE LEAF LINDEN | 2" - 2-1/2" C / 10' - 12' HT | AS SHOWN | B&B | FULL HEAD w/UNIFORM GROWTH |
| SOD/GROUNDCOVERS: | | | | | | | |
| FILL AREA | | FESTUCA ARUNDINACEA | TALL FESCUE | SLAB / ROLL | SOLID | SOD | WEED FREE & ACTIVELY GROWING |

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY. SIZE OF SYMBOL SHOWN IN TABLE ABOVE MAY VARY FROM THOSE SHOWN ON PLANS.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED.



LANDSCAPE CALCULATIONS

- PARKING INTERIOR LANDSCAPING
- EXISTING INTERIOR LANDSCAPE AREA TO BE REMOVED: 2,983 SF
 - REPLACEMENT INTERIOR LANDSCAPE PROVIDED: 3,767 SF
 - EXISTING INTERIOR TREES TO BE REMOVED: 13
 - INTERIOR TREES TO BE REPLACED: 13

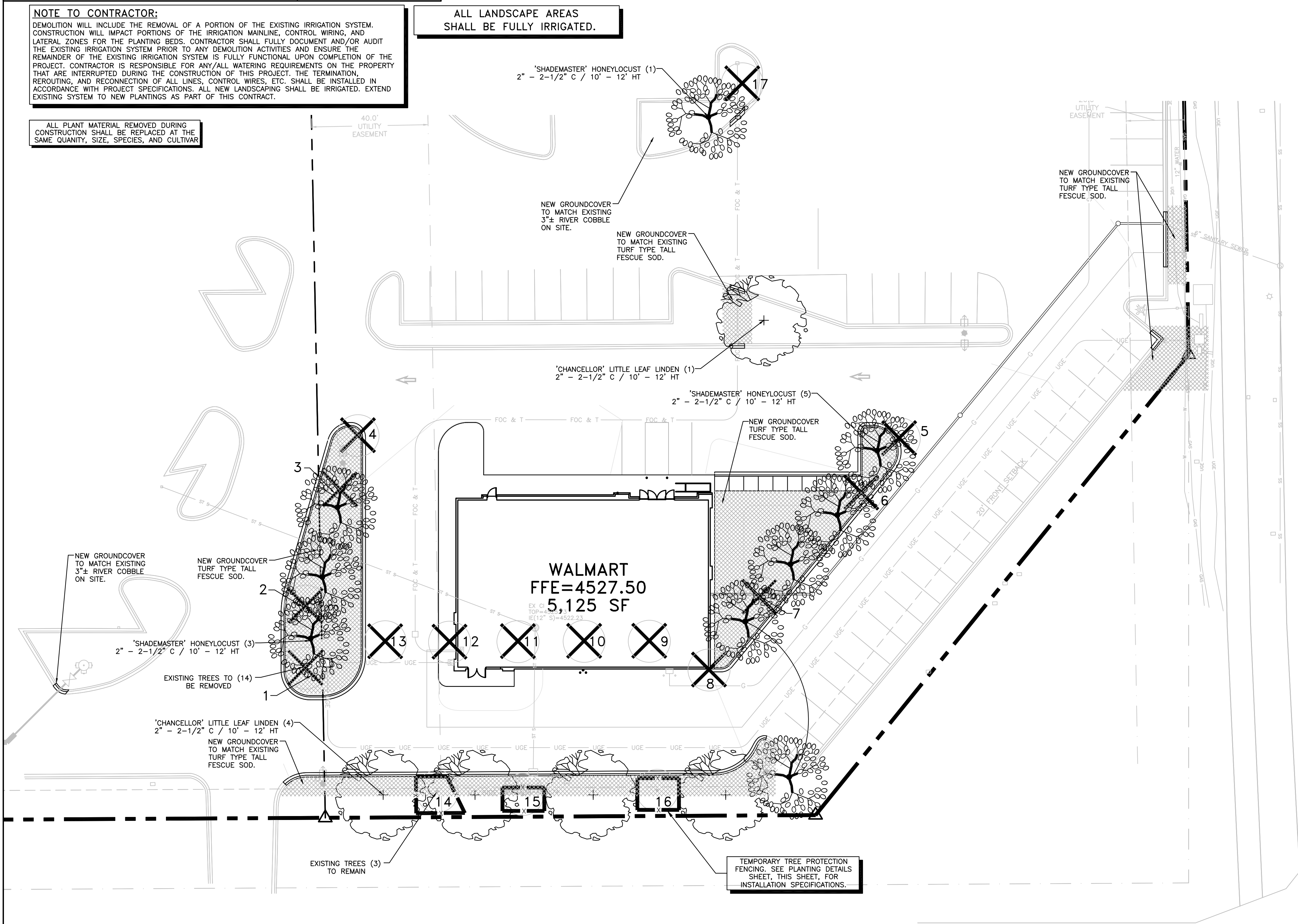
TREE INVENTORY LEGEND

| # | SIZE | SPECIES* |
|-----|------|---------------------------------|
| 001 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 002 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 003 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 004 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 005 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 006 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 007 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 008 | 2" | 'SHADEMASTER' HONEYLOCUST |
| 009 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 010 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 011 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 012 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 013 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 014 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 015 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 016 | 2" | 'CHANCELLOR' LITTLE LEAF LINDEN |
| 017 | 2" | 'SHADEMASTER' HONEYLOCUST |

* ALL EXISTING PLANTINGS BASED ON ORIGINAL CONSTRUCTION PLANS.

LEGEND

-
- EXISTING TREE TO BE REMOVED
-
- EXISTING TREE TO REMAIN



NOTES:

1. SEE PLANTING NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

2. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.

3. BRANCHING HEIGHT TO AAN STANDARDS.

4. SEE PLANS & SPECS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

5. CARE SHALL BE TAKEN NOT TO CUT, CRIMP, OR PINCH ANY DRIP IRRIGATION TUBING WHILE INSTALLING TREE FROG TREE STAKING.

6. IN HIGH WIND SITUATIONS, T-POST(S) SHALL BE ADDED IN ADDITION TO THE STAKING SHOWN ON THIS DETAIL AND THE TREE GUYED PERPENDICULAR TO THE TRUNK AT CHEST HEIGHT. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE LANDSCAPE ARCHITECT OR WALMART CONSTRUCTION MANAGER PRIOR TO INSTALLING ANY ABOVE-GROUND STAKING. CONTRACTOR SHALL REMOVE ABOVE-GROUND STAKING AT THE END OF THE WARRANTY PERIOD.

SECTION NTS

WRAPPING MATERIAL (SHALL BE REMOVED WITHIN 1 YR GUARANTEE PERIOD BY LANDSCAPE CONTRACTOR)

PULL BACK TOP 1/3 OF BURLAP BALL & REMOVE ROPES.

4" MULCH (MIN)*

PERFORM TREE FROG ROOTBALL STAKING ON ALL TREES. STAKING MATERIAL TO BE COMPLETELY COVERED WITH MULCH OR PLANTING BED MIX (4" MIN)

CREATE A 6" HIGH SAUCER WITH SUITABLE TOPSOIL MIXTURE

BACKFILL WITH SUITABLE TOPSOIL MIXTURE

FINISHED GRADE

EXISTING SOIL

SUITABLE TOPSOIL MIXTURE TAMPED FIRM UNDER ROOTBALL TO PREVENT SETTLEMENT (6" MIN)

TREE FROG - BELOW GROUND SYSTEM

ANCHORS ARE TO BE DRIVEN TO DEEPEST POSSIBLE DEPTH ACCORDING TO SOIL TYPE

12" MIN

2" MIN

2x DIA OF ROOT BALL

*MULCH SHALL BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL

TREE PLANTING

STIPULATION FOR REUSE

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CONSULTANTS

CARLSON CONSULTING ENGINEERS, INC.

7000 LEDGETOP DRIVE, SUITE 200
GILLETTE, WY 81403
PH: (801) 364-0404 • FAX: (801) 364-0710

Walmart

GILLETTE, WY

STORE NO: 1485

JOB NUMBER:

ISSUE BLOCK

| PR | PR #1 | 4/03/17 |
|----|-------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |

CHECKED BY: SJP

DRAWN BY: NSK

PROTOTYPE: 195SC

PROTO CYCLE:

DOCUMENT DATE: 03/02/17

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY DEAN L. CARLSON, P.E., LICENSE #13098 ON APRIL 3, 2017. THIS DOCUMENT SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

NOT FOR CONSTRUCTION

PLANTING PLAN

SHEET: SD5

ATTACHMENT 2

LEGAL DESCRIPTION

(Private Easements)

Three parcels of land being a portion of Lot 1C, Block 1, Resubdivision of Lot 1A of Block 1 of the Resubdivision of Lots 1, 2, 3, & 4 of Block 1 of the Homestead Addition, NE 1/4 of Section 34, T.50 N., R.72 W., 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the southwest corner of said Lot 1C;

thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point in said south line;

thence N 0° 17' 51" W, perpendicular to said south line, a distance of 30.00 feet;

thence S 89° 42' 09" W, parallel to said south line, a distance of 162.87 feet to a point on the west line of said Lot 1C;

thence S 2° 11' 38" W, along said west line, a distance of 30.03 feet to the point of beginning;

AND

Beginning at the southwest corner of said Lot 1C; thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point on said south line; thence S 00° 17' 51" E, continuing along said south line, a distance of 40.00 feet to the TRUE POINT OF BEGINNING of the second parcel;

thence S 00° 17' 51" E, continuing along said south line, a distance of 60.00 feet to an angle point in said south line;

thence N 89° 42' 09" E, continuing along said south line, a distance of 252.00 feet to an angle point in said south line;

thence N 00° 17' 51" W, continuing along said south line, a distance of 60.00 feet to a point;

thence S 89° 42' 09" W, parallel to said south line, a distance of 252.00 feet to the True Point of Beginning of the second parcel;

AND

Beginning at the southwest corner of said Lot 1C; thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point on said south line; thence S 00° 17' 51" E, continuing along said south line, a distance of 100.00 feet to an angle point in said south line; thence N 89° 42' 09" E, continuing along said south line, a distance of 252.00 feet to an angle point in said south line; thence N 00° 17' 51"

W, continuing along said south line, a distance of 60.00 feet to the TRUE POINT OF BEGINNING of the third parcel;

thence N $00^{\circ} 17' 51''$ W, a distance of 70.00 feet to a point;

thence S $89^{\circ} 42' 09''$ W, a distance of 15.00 feet to a point;

thence S $00^{\circ} 17' 51''$ E, a distance of 70.00 feet to a point;

thence N $89^{\circ} 42' 09''$ E, a distance of 15.00 feet to the True Point of Beginning of the third parcel;

WITH SAID THREE PARCELS containing 0.48 acres, more or less.

ATTACHMENT 3

**MASTER LEASE
WAL-MART STORES, INC.**

This Master Lease ("Lease") is made and entered into as of the date signed by the "Tenant" (as hereinafter defined), by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord") and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Lease the two are referred to as the "Parties."

WITNESSETH:

WHEREAS, the Landlord owns retail stores (collectively, the "Stores");

WHEREAS, the Landlord currently owns the "Premises" (as hereinafter defined) and desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, the Tenant desires to lease the Premises (as hereinafter defined) from the Landlord for the benefit of the Stores and the Landlord desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, it is the intention of the Parties that the Landlord shall receive rent without reduction for all taxes, charges, operating expenses, costs and deductions of every description and that the Tenant shall pay all such items.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
GRANT**

Section 1.01 Lease. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the Premises (as hereinafter defined) under the terms and conditions set forth herein. The term Premises, for this purpose, is defined as real properties, including, without limitation, land, buildings and leasehold improvements located at the street addresses more particularly described on Schedule A attached hereto and incorporated herein by reference as part of this Lease (the "Leased Property"). The Commencement Date of this lease shall be the date on which the Tenant opens the Store that will be located on the Premises for business to the public (the "Commencement Date") or thereafter unless specifically excluded herein. Tenant shall have the right to use the Premises for any lawful purpose, including the sale of firearms, tobacco, and/or alcohol.

ARTICLE II TERM

Section 2.01 Term. The "Term" of this Lease shall commence as of the Commencement Date and shall continue thereafter until twenty (20) years from the Commencement Date unless otherwise terminated under this Lease. The Commencement Date shall be reflected on the books and records of the Landlord and the Tenant.

Section 2.02 Option to Extend. Tenant, at its option, shall be entitled to the privilege of renewing this Lease for sixteen (16) successive periods of five (5) years upon the same terms and conditions, save except that the Rent during said renewal period shall be adjusted as indicated in Article III. Lessee shall be deemed to have exercised its right to extend this Lease unless it shall have given Lessor written notice not to extend the term of this Lease at least sixty (60) days before the end of the Lease Term or the previously exercised renewal period.

ARTICLE III RENT

Section 3.01 Rent. The Tenant shall pay to the Landlord rent in an amount equal to eight and one-quarter percent (8.25%) of the Project Costs (as defined below) for the Leased Property (the "Base Rent") per year following the Commencement Date.

For purposes hereof, the term "Project Costs" shall mean the aggregate cost of acquisition and/or construction of the land, buildings and leasehold improvements comprising the Leased Property. The Project Costs shall be as reflected on the books and records of the Landlord, subject to the approval of the Tenant, which approval shall not be unreasonably withheld. Tenant will be deemed to have approved the Project Costs unless Tenant provides notice in writing to Landlord of its disapproval. In such event, Landlord and Tenant shall use best efforts to agree upon the proper amount of the Project Costs. If no agreement can be reached, the calculation of Project Costs by a nationally recognized accounting firm chosen by Landlord and reasonably satisfactory to Tenant shall be used.

Section 3.02 Rent in Option Period(s). In the event Tenant exercises its right to extend this Lease beyond the initial twenty (20) year Term pursuant to Section 2.02, the Tenant shall pay to the Landlord rent in an amount equal to five percent (5%) greater than the amount agreed to and paid to Landlord in the immediate preceding Term. This five percent (5%) increase shall be applied with each successive option period the Tenant exercises.

Section 3.03 Payment of Rent. All Rent shall be payable monthly on or before the 1st day of the succeeding month, unless otherwise agreed to by the Landlord and the Tenant, of each year during the Term hereof.

This Lease shall be deemed and construed to be an "absolute net lease," and Tenant shall pay all Rent and other charges and expenses in connection with the Leased Property throughout the Term, without abatement, deduction, recoupment or setoff. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of nonpayment of the Rent. All Rent shall be provided to the Landlord at the following address:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Real Estate Accounting Department

or such other address as may be designated upon notice to the Tenant.

Unless otherwise expressly provided in this Lease, Tenant's obligation to pay Rent hereunder shall not terminate prior to the actual date contemplated by Landlord and Tenant and specifically set forth in Article II for the expiration of the Term, notwithstanding the exercise by Landlord of any or all of its rights hereunder or otherwise and the obligations of Tenant hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, interruption, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Premises, any eviction by paramount title or otherwise, any default by Landlord hereunder, the impossibility, impracticability or illegality of performance by Landlord, Tenant or both, any action of any Governmental Authority, Tenant's acquisition of ownership of all or part of the Premises (unless this Lease shall be terminated by a writing signed by all Persons, including any Mortgagee, having an interest in the Premises), any breach of warranty or misrepresentation, or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

ARTICLE IV TAXES AND ASSESSMENTS

Section 4.01 Payment of Taxes. During the Term of this Lease, the Tenant shall pay when due any and all taxes related to the Premises, licenses, fees, charges, expenses, assessments or other governmental impositions that may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, the business conducted on the Premises, any inspection fees or taxes in lieu of the foregoing assessed directly against

rental or lease payments, whether now existing or hereafter enacted. It is the purpose of this Article to hold the Landlord harmless from any and all taxes associated directly with the Landlord's ownership of the Premises. The Tenant shall have the right, in its own name or in the Landlord's name, to contest or appeal any of the aforesaid taxes, license fees, assessments or other governmental impositions, provided that such contest or appeal shall be at the sole expense of the Tenant. In connection with any such contest or appeal, the Tenant shall have the right to delay or postpone the payment of any portion or all of any such tax, license fee, assessment or other governmental imposition pending the outcome of the Tenant's contest or appeal; provided, that the Tenant shall post all deposits, bonds, or other security, and otherwise comply at the Tenant's expense with all applicable requirements related to such contest or appeal.

ARTICLE V UTILITY SERVICES

Section 5.01 Utilities. The Landlord agrees that as of the Commencement Date all necessary utility lines including, without limitation, electric, gas water, storm sewer and telephone lines, shall be available to the Premises, and that the Landlord shall not interfere with such availability at any time during the Term. During the Term of this Lease, the Tenant shall pay directly to the applicable utility companies the cost of all utility services furnished to the Premises including, without limitation, all charges for water, sewer, electricity, telephone and the cost of services used in heating, ventilating and cooling the Premises.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.01 Repairs by the Tenant. During the Term of this Lease, the Tenant shall make all necessary exterior and interior non-structural repairs and maintenance, including, without limitation, the replacement of glass and the maintenance of the electrical, plumbing, heating and air conditioning systems and equipment serving solely the Premises, and if any such system or equipment serves an area other than the Premises, the Tenant shall only repair the portions thereof within the Premises which are for the sole benefit of the Premises. To the extent there is a sharing of space with another Tenant, expenses shall be the responsibility of the party utilizing the respective space.

Section 6.02 Alterations. During the Term of this Lease, the Tenant shall have the right to make any alterations, improvements, or additions to the Premises for the purpose of its business, provided such alterations, improvements, or additions are made substantially in accordance with the requirement of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and provided that the value of the Premises shall not be diminished thereby. In making such alterations, improvements or additions, the Tenant may salvage any material which shall be removed

or replaced. The Landlord agrees to cooperate where necessary and sign applications, permits or consents which may be required by public authorities, in connection with such interior alterations, improvements or additions to the Premises required by the Tenant. The Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs on the Premises, or any part thereof, during the Term of the Lease. The Tenant shall also have the right to erect, install, maintain, and operate in the interior of the Premises such equipment and fixtures the Tenant may deem advisable. It is understood that any work of any kind made and done under this Section 6.2 shall be made and done at the Tenant's own cost, and the Tenant agrees to indemnify and hold the Landlord harmless from any and all mechanic's liens that may be filed by reason thereof. In the event of the ultimate removal, with or without Landlord's consent, of any personal property, equipment or fixtures, including signs, the Tenant agrees to repair any structural damage resulting therefrom.

Section 6.03 Governmental Compliance. The Tenant shall comply with all federal, state, county and municipal laws and ordinances, and all rules, regulations, and orders of any duly constituted governmental authority, present or future including, but not limited to the Americans with Disabilities Act of 1990, affecting the Premises, which (as to all of the foregoing) are related to the Tenant's particular use or occupancy of the Premises.

Section 6.04 Trade Fixtures, Equipment and Merchandise. All trade fixtures, furniture and furnishings, machinery and operating equipment, merchandise and stock-in-trade which shall be installed in or on the Premises by the Tenant shall be and remain the sole property of the Tenant and the Tenant reserves the right at any time and from time to time prior to the end of the Term to remove, without damage, any and all such property from the Premises, provided the Tenant is not in default of this Lease beyond any period of time allowed to cure.

Section 6.05 Delivery at the End of the Term. At the end or other expiration of the Term, the Tenant shall deliver up the Premises, as such may have been altered as permitted under this Lease, and the contents thereof (except for the Tenant's property referred to in Section 6.04 hereof) in good order and condition, except for reasonable use, wear and tear and destruction by fire and other casualties, subject to Article VIII.

ARTICLE VII SUBORDINATION

Section 7.01 Right to Mortgage. The Tenant, upon request of the Landlord will subordinate this Lease to any mortgages which now or hereafter affects the Premises and to any renewals, modifications or extensions of such mortgage. At the Landlord's request, the Tenant will execute and deliver such instruments subordinating this Lease to any first mortgage.

ARTICLE VIII INSURANCE

Section 8.01 Liability Insurance. During the Term, the Tenant shall maintain or cause to be maintained, comprehensive public liability insurance against claims or personal injury or death and property damage that are associated by "occurrences" (including accidents) taking place upon, in or on the Premises, such insurance to afford protection to the limit of not less than \$1,000,000 on a per occurrence basis. The insurance required by this Section 8.01 shall be effected under a valid and enforceable policy issued by a company licensed to write comprehensive public liability insurance within the state in which the particular Premises is located. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.01 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord. The policy of insurance described in this Section 8.01 shall name the Landlord as an additional insured and shall provide that such policy shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

Section 8.02 Casualty Insurance. The Tenant shall keep the Premises continuously insured against loss or damage by fire and such other risks as are from time to time covered by an "all risk" property insurance policy. The policy of insurance described in this Section 8.02 shall name the Landlord as an additional insured. The insurance required by this Section 8.02 shall be effected under a valid and enforceable policy issued by a company that is licensed to write "all risk" insurance. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.02 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

ARTICLE IX EXPENSES

Section 9.01 Tenant's Obligations. During the Term of this Lease, the Tenant shall pay all expenses and obligations relating to the Leased Property (except as otherwise specifically provided herein) which may arise or become due during the Lease Term, and the Tenant shall indemnify and hold the Landlord harmless against such expenses and obligations.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Assignment and Subletting. The Tenant may assign this Lease in whole or in part, or sublet all or any part of the Premises, or permit occupancy of all or any part of the Premises.

ARTICLE XI DEFAULT

Section 11.01 Default. If installments of Rent or any other amount payable hereunder are not paid by the Tenant when the same becomes due, or the Tenant shall default under any other term, condition, covenant or obligation on the part of the Tenant to be kept or performed, then, in any of said cases the Landlord may, in addition to any other rights and remedies the Landlord may have under this Lease or under applicable law, terminate this Lease without further notice and re-enter and take possession of the Premises and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of the Tenant or of third persons, or vacant, and the Tenant's liability for rent and all other liability shall survive any such termination and re-entry. However, Tenant shall have 60 days in which to cure a default.

Section 11.02 Performance by the Landlord. If the Tenant shall fail to perform any act on its part to be performed hereunder, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. All sums paid or costs incurred by the Landlord in so performing such acts under this Section 11.02, together with reasonable attorneys' fees from the date each such payment was made or each such cost incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

Section 11.03 Remedies. No reference to nor exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 11.04 Holdover by the Tenant. If the Tenant holds over or remains in possession or occupancy of the Premises after the expiration or earlier termination of the Term, without any written Lease of the Premises being actually made and duly entered into by the Landlord and the Tenant, such holding over or continued possession or occupancy shall create only a tenancy from month to month upon the terms (other than the length of Term) herein specified and at the monthly Rent payable by the Tenant to the Landlord in effect during the period immediately preceding such holding over; provided, however, that the Landlord shall have the right to obtain possession of the Premises and to recover

from the Tenant all reasonable and ordinary legal expense incurred by the Landlord in obtaining possession thereof.

Section 11.05 Early Termination if Premises Not Acquired By Landlord. If the Landlord does not acquire possession of the Premises on or about the Commencement Date, the failure of the Landlord to deliver possession of the Premises to the Tenant as contemplated herein shall not be considered an event of default and Tenant shall have no recourse against the Landlord for such failure to deliver possession. Rather, in the event the Premises are not acquired by Landlord, this Lease shall terminate as to the Premises described on Schedule A.

ARTICLE XII CLAIMS

Section 12.01 Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, causes of action or costs (including attorneys' fees and costs of suit), however caused, to the extent they arise out of, directly or indirectly, (a) the Tenant's use or occupancy of the Premises, or (b) any breach by the Tenant of its obligation hereunder (including those in respect of the Prime Lease).

Section 12.02 Waiver of Claims. Notwithstanding anything contained herein to the contrary, the Landlord and the Tenant hereby release one another, (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Section 12.03 Premises Taken "As-Is Where-Is With All Faults". The Tenant agrees that by executing this Lease it is accepting the Premises from the Landlord in its condition "AS-IS WHERE IS WITH ALL FAULTS"

Section 12.04 Limitation on Tenant's Recourse. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Property, is to the interest of Landlord, and any such successor, in the Leased Property. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same.

ARTICLE XIII NOTICE

Section 13.01 Notices. All notices of any kind required under the provisions of this Lease shall be by personal service or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Landlord:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, AR 72716

If to the Tenant:

Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716

Either party may, by such notice, designate a new or other address to which notice may be mailed. Any notice given hereunder shall be deemed received upon deposit in the United States Mail in accordance with the foregoing. Notices given in any other manner shall be deemed given only upon actual receipt (which shall include receipt by electronic delivery) by the party in question.

ARTICLE XIV GAS STATION

Section 14.01 Gas Station. It is understood and agreed, subject to applicable restrictions, that throughout the Term of this Lease, Tenant and its agents, employees, customers, contractors, subtenants, licensees, affiliates and concessionaires (the "Subtenant") shall have the exclusive right to use the Common Area within the Subtenant's tax plat (in the location designated on the Site Plan shown on Exhibit B) for the construction and operation of a gas station (the "Gas Station"). Tenant's Subtenant who operates the Gas Station will be responsible for (i) compliance with all environmental laws and regulations, (ii) performance of any required remediation in compliance with environmental laws and regulations, (iii) indemnifying Landlord against any claims (excluding punitive and consequential damages) arising directly out of the Gas Station's operations, and (iv) obtaining any necessary governmental approvals or permits including, but not limited to, reduction of parking ratios and permits prior to construction and operating the Gas Station. Landlord waives any objection to any reduction in parking ratios as a result of placing a Gas Station on Subtenant's tax plat.

ARTICLE XV TERMINATION

Section 15.01. Sale and Termination of Lease By Landlord. In the event Landlord enters into a contract to sell its interest in the Leased Property, Landlord may terminate this Lease by giving thirty (30) days prior Notice to Tenant, and then, as of the closing of such sale, this Lease shall terminate and be of no further force and effect except as to any obligations existing as of such date that survive termination of this Lease, and all Rent shall be adjusted as of such date. As compensation for the early termination of Tenant's leasehold estate hereunder, Landlord shall, at Landlord's election:

(a) pay to Tenant a termination payment equal to the Fair Market Value of Tenant's leasehold estate in the Premises (a "Termination Payment"), which Termination Payment shall be paid by Landlord to Tenant within eighteen (18) months after the termination of this Lease; or

(b) within eighteen (18) months after termination of this Lease, offer to lease to Tenant, or cause Tenant to be offered the opportunity to lease, one or more substitute store properties comparable to the Premises (i.e., comparable market and substantially similar class, quality and condition of property) pursuant to one or more leases ("Substitute Leases") that would create for Tenant leasehold estates that have an aggregate fair market value of no less than the Termination Payment that otherwise would be payable with respect to the fair market value of Tenant's leasehold estate in the Premises.

In the event Landlord subsequently elects and complies with the option described in (b) above, the Substitute Leases shall not take into account the amount of the Termination Payment accrued to the date the Substitute Leases are entered into and Landlord shall have no further responsibility or obligation with respect to the Termination Payment. If Landlord elects and complies with the option described in (b) above, regardless of whether Tenant enters into any of the Substitute Leases, Landlord shall have no further obligations to Tenant with respect to compensation for the early termination of this Lease.

Section 15.02. Termination of Lease By Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days notice at any time following the second (2nd) anniversary of the date of this Lease. Tenant may terminate this Lease prior to the second (2nd) anniversary of this Lease, Tenant shall pay to Landlord a Termination Fee equal to the present value of Base Rent for one year.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Applicable Law. This Lease shall be construed under the laws of the State where the particular Premises is located.

Section 16.02 Severability. Each provision contained herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Section 16.03 Successors and Assigns. This Lease shall bind and apply to the benefit of the successors and assigns of the respective parties hereto but this provision shall not authorize the assignment or under letting of this Lease contrary to the provisions herein contained.

Section 16.04 Attorney's Fees. In the event of any action or proceeding between the parties hereto arising under or in respect of this Lease, the prevailing party shall be entitled to recover its attorney fees and costs in connection therewith.

Section 16.05 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

Section 16.06 Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

Section 16.07 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.


Section 16.08 Waiver. No failure of the Landlord or the Tenant to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof shall constitute a waiver of said power or right or of the Landlord's or the Tenant's right to demand exact compliance with the terms hereof.

Section 16.09 Federal Compliance. In exercising any rights and privileges in this Lease or in the conduct of its business operations in the Leased Premises, Tenant shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Tenant's employees at the Leased Premises, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Tenant shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Tenant or any of its employees at the Leased Premises. Tenant shall promptly correct any defects or deficiencies which are identified. If, at any time during this Lease, (x) Landlord obtains actual knowledge of Tenant's violation or breach of any provision of this Section, or (y) the USCIS determines

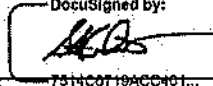
that Tenant has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to this Lease or the conduct of its business operations in the Leased Premises, Landlord may, in its sole discretion, terminate this Lease unless Tenant shall cure the violation or breach within fifteen (15) days following notice thereof from Landlord or in such additional time as may be necessary if Tenant, within fifteen (15) days after notice, commences and continuously thereafter pursues the cure with diligence; in any event, the cure must be accomplished within ninety (90) days after notice; provided that if a violation or breach of this section shall occur more than three (3) times in a Lease Year, Tenant's right to cure shall be extinguished. Tenant shall contractually require all contractors performing any of Tenant's obligations in accordance with this Lease (and those contractors shall in turn so contractually require their subcontractors) to comply with the covenants set forth in this section. Noncompliance by a contractor or subcontractor shall not be a default by Tenant hereunder unless Tenant shall fail to either enforce compliance under its contracts or to dismiss the offending party from the job within the time periods set forth above.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the date first written below.

THE TENANT:
Wal-Mart Stores, Inc.

By: 
Name: Romona West
Title: Sr. Director, Walmart Realty

THE LANDLORD:
Wal-Mart Real Estate Business Trust

By: 
Name: B.A. Glass
Title: Sr. Mgr II, Realty Management

Date: February 3, 2015

SCHEDULE A

All Walmart store affiliated fee and leased property in Washington, Oregon, California, Nevada, Idaho, Utah, Montana, Wyoming, Colorado, Kansas, Nebraska, South Dakota, North Dakota, Minnesota, Iowa, and Illinois other than dark stores, projected dark stores, Sam's PW, vestibule lease space, affiliate space, distribution centers, outlots, and landbank property. This should include, but not be limited to, the list of properties attached hereto.

Exhibit "A"

Store #1485
Gillette, Wyoming
2300 South Douglas Highway, Gillette, Wyoming

Lease Amendment
Gillette, WY
Store #1485

LEGAL DESCRIPTION

(Private Easements)

Three parcels of land being a portion of Lot 1C, Block 1, Resubdivision of Lot 1A of Block 1 of the Resubdivision of Lots 1, 2, 3, & 4 of Block 1 of the Homestead Addition, NE 1/4 of Section 34, T.59 N., R.72 W., 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the southwest corner of said Lot 1C;

thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point in said south line;

thence N 0° 17' 51" W, perpendicular to said south line, a distance of 30.00 feet;

thence S 89° 42' 09" W, parallel to said south line, a distance of 162.87 feet to a point on the west line of said Lot 1C;

thence S 2° 11' 38" W, along said west line, a distance of 30.03 feet to the point of beginning;

AND

Beginning at the southwest corner of said Lot 1C; thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point on said south line; thence S 00° 17' 51" E, continuing along said south line, a distance of 40.00 feet to the TRUE POINT OF BEGINNING of the second parcel;

thence S 00° 17' 51" E, continuing along said south line, a distance of 60.00 feet to an angle point in said south line;

thence N 89° 42' 09" E, continuing along said south line, a distance of 252.00 feet to an angle point in said south line;

thence N 00° 17' 51" W, continuing along said south line, a distance of 60.00 feet to a point;

thence S 89° 42' 09" W, parallel to said south line, a distance of 252.00 feet to the True Point of Beginning of the second parcel;

AND

Beginning at the southwest corner of said Lot 1C; thence N 89° 42' 09" E, along the south line of said Lot 1C, a distance of 164.18 feet to an angle point on said south line; thence S 00° 17' 51" E, continuing along said south line, a distance of 100.00 feet to an angle point in said south line; thence N 89° 42' 09" E, continuing along said south line, a distance of 252.00 feet to an angle point in said south line; thence N 00° 17' 51"

W, continuing along said south line, a distance of 60.00 feet to the TRUE POINT OF BEGINNING of the third parcel;

thence N $00^{\circ} 17' 51''$ W, a distance of 70.00 feet to a point;

thence S $89^{\circ} 42' 09''$ W, a distance of 15.00 feet to a point;

thence S $00^{\circ} 17' 51''$ E, a distance of 70.00 feet to a point;

thence N $89^{\circ} 42' 09''$ E, a distance of 15.00 feet to the True Point of Beginning of the third parcel;

WITH SAID THREE PARCELS containing 0.48 acres, more or less.

ATTACHMENT 4

WAL-MART STORES, INC
CORPORATE OFFICERS

| NAME AND TITLE | BUSINESS ADDRESS |
|--|--|
| Doug McMillon President & CEO Director | 702 S.W. 8 th Street Bentonville, AR 72716 |
| Cynthia P. Moehring Sr.VP & Chief Compliance Officer | 702 S.W. 8 th Street Bentonville, AR 72716 |
| Steven Zielske Assistant Treasurer | 702 S.W. 8 th Street Bentonville, AR 72716 |
| Amy Thrasher Assistant Secretary | 702 S.W. 8 th Street Bentonville AR 72716 |
| Andrea Lazenby Assistant Secretary | 702 S.W. 8 th Street Bentonville, AR 72716 |

The above officers / directors own less than 1% stock of Wal-Mart Stores, Inc., a public corporation. None of the above-listed officers has ever been convicted of a felony or any violation relating to alcoholic beverages or malt beverages.

ATTACHMENT 8

PLAN OF OPERATION

Wal-Mart Stores, Inc.

(Submitted with the Application to Transfer City of Gillette Liquor License No. 14-21
from BGM Partners, LLC to Wal-Mart Stores, Inc.)

Wal-Mart Stores, Inc. submits its Plan of Operation pursuant to City of Gillette Ordinance No. 3493, 6-18-2007, outlining the proposed manner in which the establishment will operated.

Schedule of Hours of Operation:

Wal-Mart Stores, Inc. intends to maintain hours of operation seven (7) days per week and during the hours permitted under the laws of the State of Wyoming and Ordinances of the City of Gillette.

Intended Uses of the Facility:

Wal-Mart Stores, Inc. will use the location for the sale of package liquor. It will not maintain a pour area in its establishment. As depicted by the architectural renderings attached to this application, if Wal-Mart Stores, Inc. is fortunate enough to obtain the retail liquor license, it intends to isolate the package sales area. No person under the age of twenty-one (21) will be permitted to enter the area unless accompanied by a parent or guardian.

Alcohol Management:

Wal-Mart Stores, Inc. will sell package liquor to the public. Wal-Mart Stores, Inc. maintains a "zero tolerance" policy for all age restricted products. To ensure compliance with the policy, any age-restricted products (including alcohol) automatically triggers a lock on the cash register until a valid birth date gets entered. Further, all sales associates are trained to check identification and any associate who sells to a customer that does not appear to be over 40 years of age without checking for identification is subject to termination.

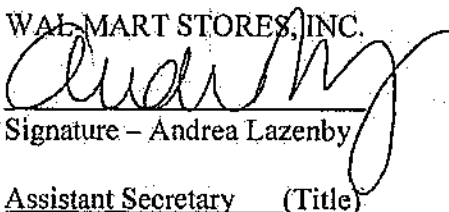
Crowd Control:

Since the establishment will only sell package liquor for consumption off the premises, there will be no accumulation of crowds at the location of the alcohol sales.

Security:

All alcohol gets paid for in the liquor area of the store only. Security cameras are located at all existing entrances and exits in the building to monitor traffic. Wal-Mart Stores, Inc. also has two employees assigned to asset protection for the facility.

WAL-MART STORES, INC.


Signature - Andrea Lazenby

Assistant Secretary (Title)

ATTACHMENT 7

**AUTHORIZATION OF TRANSFER AND
ASSIGNMENT OF RETAIL LIQUOR LICENSE**

BGM Partners, LLC

This document shall serve as authorization for the transfer of the City of Gillette, Wyoming Retail Liquor License No. 14-21 currently held by BGM Partners, LLC, a Wyoming limited liability company, to **WAL-MART STORES, INC.**, a Delaware Corporation, with an address of 702 Southwest 8th Street, Bentonville, AR 72716-0500.

The undersigned hereby assign all right, title and interest it may have in and to the City of Gillette Retail Liquor License No. 14-21 to Wal-Mart Stores, Inc. pursuant to the Offer to Purchase and Liquor License Purchase Agreement, and all Amendments thereto, entered into by the above-named parties for good and valuable consideration for the transfer of said retail liquor license.

BGM Partners, LLC

A Wyoming limited liability company

Signature: Bruce Brown

Printed Name: Bruce Brown

Title: Managing Member

Date: 3/31/17

STATE OF WYOMING)

COUNTY OF ALBANY)

Sworn to and subscribed before me this 31st day of March, 2017, by **Bruce Brown**, as a manager of BGM Partners, LLC.

Spencer N. Wisdom
Notary Public

My commission expires:



ATTACHMENT 5

AFFIDAVIT

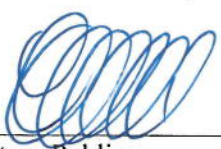
Wal-Mart Stores, Inc. stock is publicly traded on the New York Stock Exchange with 11.1 billion shares authorized, approximately 4,614,728,471 shares issued, and approximately 3,206,198,218 shares outstanding as of July 21, 2016. Excluding legally formed entities, no individual directly owns more than 1% of the issued and outstanding stock.


Andrea Lazenby
Assistant Secretary

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

Sworn to and subscribed before me this 10 day of JANUARY, 2017, by
Andrea Lazenby.

My commission expires 11-14-2022.


TERRY L. HELD
Notary Public

| |
|--|
| TERRY L. HELD BENTON COUNTY NOTARY PUBLIC - ARKANSAS My Commission Expires Nov. 14, 2022 Commission No. 12390880 |
|--|

ATTACHMENT 6

Consolidated Statements of Income

| (Amounts in millions, except per share data) | Fiscal Years Ended January 31, | | |
|--|--------------------------------|------------------|------------------|
| | 2016 | 2015 | 2014 |
| Revenues: | | | |
| Net sales | \$478,614 | \$482,229 | \$473,076 |
| Membership and other income | 3,516 | 3,422 | 3,218 |
| Total revenues | 482,130 | 485,651 | 476,294 |
| Costs and expenses: | | | |
| Cost of sales | 360,984 | 365,086 | 358,069 |
| Operating, selling, general and administrative expenses | 97,041 | 93,418 | 91,353 |
| Operating income | 24,105 | 27,147 | 26,872 |
| Interest: | | | |
| Debt | 2,027 | 2,161 | 2,072 |
| Capital lease and financing obligations | 521 | 300 | 263 |
| Interest income | (81) | (113) | (119) |
| Interest, net | 2,467 | 2,348 | 2,216 |
| Income from continuing operations before income taxes | 21,638 | 24,799 | 24,656 |
| Provision for income taxes: | | | |
| Current | 7,584 | 8,504 | 8,619 |
| Deferred | (1,026) | (519) | (514) |
| Total provision for income taxes | 6,558 | 7,985 | 8,105 |
| Income from continuing operations | 15,080 | 16,814 | 16,551 |
| Income from discontinued operations, net of income taxes | — | 285 | 144 |
| Consolidated net income | 15,080 | 17,099 | 16,695 |
| Consolidated net income attributable to noncontrolling interest | (386) | (736) | (673) |
| Consolidated net income attributable to Walmart | \$ 14,694 | \$ 16,363 | \$ 16,022 |
| Basic net income per common share: | | | |
| Basic income per common share from continuing operations attributable to Walmart | \$ 4.58 | \$ 5.01 | \$ 4.87 |
| Basic income per common share from discontinued operations attributable to Walmart | — | 0.06 | 0.03 |
| Basic net income per common share attributable to Walmart | \$ 4.58 | \$ 5.07 | \$ 4.90 |
| Diluted net income per common share: | | | |
| Diluted income per common share from continuing operations attributable to Walmart | \$ 4.57 | \$ 4.99 | \$ 4.85 |
| Diluted income per common share from discontinued operations attributable to Walmart | — | 0.06 | 0.03 |
| Diluted net income per common share attributable to Walmart | \$ 4.57 | \$ 5.05 | \$ 4.88 |
| Weighted-average common shares outstanding: | | | |
| Basic | 3,207 | 3,230 | 3,269 |
| Diluted | 3,217 | 3,243 | 3,283 |
| Dividends declared per common share | \$ 1.96 | \$ 1.92 | \$ 1.88 |

See accompanying notes.

Consolidated Statements of Comprehensive Income

| | Fiscal Years Ended January 31 | | |
|--|-------------------------------|-----------------|-----------------|
| (Amounts in millions) | 2016 | 2015 | 2014 |
| Consolidated net income | \$15,080 | \$17,099 | \$16,695 |
| Less consolidated net income attributable to nonredeemable noncontrolling interest | (386) | (736) | (606) |
| Less consolidated net income attributable to redeemable noncontrolling interest | — | — | (67) |
| Consolidated net income attributable to Walmart | 14,694 | 16,363 | 16,022 |
| Other comprehensive income (loss), net of income taxes | | | |
| Currency translation and other | (5,220) | (4,558) | (3,221) |
| Net investment hedges | 366 | 379 | 75 |
| Cash flow hedges | (202) | (470) | 207 |
| Minimum pension liability | 86 | (69) | 153 |
| Other comprehensive income (loss), net of income taxes | (4,970) | (4,718) | (2,786) |
| Less other comprehensive income (loss) attributable to nonredeemable noncontrolling interest | 541 | 546 | 311 |
| Less other comprehensive income (loss) attributable to redeemable noncontrolling interest | — | — | 66 |
| Other comprehensive income (loss) attributable to Walmart | (4,429) | (4,172) | (2,409) |
| Comprehensive income, net of income taxes | 10,110 | 12,381 | 13,909 |
| Less comprehensive income (loss) attributable to nonredeemable noncontrolling interest | 155 | (190) | (295) |
| Less comprehensive income (loss) attributable to redeemable noncontrolling interest | — | — | (1) |
| Comprehensive income attributable to Walmart | \$10,265 | \$12,191 | \$13,613 |

See accompanying notes.



Consolidated Balance Sheets

| (Amounts in millions) | Fiscal Years Ended January 31, | |
|--|--------------------------------|------------------|
| | 2016 | 2015 |
| ASSETS | | |
| <i>Current assets:</i> | | |
| Cash and cash equivalents | \$ 8,705 | \$ 9,135 |
| Receivables, net | 5,624 | 6,778 |
| Inventories | 44,469 | 45,141 |
| Prepaid expenses and other | 1,441 | 2,224 |
| Total current assets | 60,239 | 63,278 |
| <i>Property and equipment:</i> | | |
| Property and equipment | 176,958 | 177,395 |
| Less accumulated depreciation | (66,787) | (63,115) |
| Property and equipment, net | 110,171 | 114,280 |
| <i>Property under capital lease and financing obligations:</i> | | |
| Property under capital lease and financing obligations | 11,096 | 5,239 |
| Less accumulated amortization | (4,751) | (2,864) |
| Property under capital lease and financing obligations, net | 6,345 | 2,375 |
| Goodwill | 16,695 | 18,102 |
| Other assets and deferred charges | 6,131 | 5,455 |
| Total assets | \$199,581 | \$203,490 |
| LIABILITIES AND EQUITY | | |
| <i>Current liabilities:</i> | | |
| Short-term borrowings | \$ 2,708 | \$ 1,592 |
| Accounts payable | 38,487 | 38,410 |
| Accrued liabilities | 19,607 | 19,152 |
| Accrued income taxes | 521 | 1,021 |
| Long-term debt due within one year | 2,745 | 4,791 |
| Capital lease and financing obligations due within one year | 551 | 287 |
| Total current liabilities | 64,619 | 65,253 |
| Long-term debt | 38,214 | 40,889 |
| Long-term capital lease and financing obligations | 5,816 | 2,606 |
| Deferred income taxes and other | 7,321 | 8,805 |
| Commitments and contingencies | | |
| <i>Equity:</i> | | |
| Common stock | 317 | 323 |
| Capital in excess of par value | 1,805 | 2,462 |
| Retained earnings | 90,021 | 85,777 |
| Accumulated other comprehensive income (loss) | (11,597) | (7,168) |
| Total Walmart shareholders' equity | 80,546 | 81,394 |
| Nonredeemable noncontrolling interest | 3,065 | 4,543 |
| Total equity | 83,611 | 85,937 |
| Total liabilities and equity | \$199,581 | \$203,490 |

See accompanying notes.

Consolidated Statements of Shareholders' Equity and Redeemable Noncontrolling Interest



| (Amounts in millions) | Common Stock | | Capital in Excess of Par Value | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Total Walmart Shareholders' Equity | Nonredeemable Noncontrolling Interest | Total Equity | Redeemable Noncontrolling Interest |
|---|--------------|--------|--------------------------------|-------------------|---|------------------------------------|---------------------------------------|--------------|------------------------------------|
| | Shares | Amount | | | | | | | |
| Balances as of February 1, 2013 | 3,314 | \$332 | \$ 3,620 | \$ 72,978 | \$ (587) | \$ 76,343 | \$ 5,395 | \$ 81,738 | \$ 519 |
| Consolidated net income | — | — | — | 16,022 | — | 16,022 | 595 | 16,617 | 78 |
| Other comprehensive income, net of income taxes | — | — | — | — | (2,409) | (2,409) | (311) | (2,720) | (66) |
| Cash dividends declared (\$1.88 per share) | — | — | — | (6,139) | — | (6,139) | — | (6,139) | — |
| Purchase of Company stock | (87) | (9) | (294) | (6,254) | — | (6,557) | — | (6,557) | — |
| Redemption value adjustment of redeemable noncontrolling interest | — | — | (1,019) | — | — | (1,019) | — | (1,019) | 1,019 |
| Other | 6 | — | 55 | (41) | — | 14 | (595) | (581) | (59) |
| Balances as of January 31, 2014 | 3,233 | 323 | 2,362 | 76,566 | (2,996) | 76,255 | 5,084 | 81,339 | 1,491 |
| Consolidated net income | — | — | — | 16,363 | — | 16,363 | 736 | 17,099 | — |
| Other comprehensive loss, net of income taxes | — | — | — | — | (4,172) | (4,172) | (546) | (4,718) | — |
| Cash dividends declared (\$1.92 per share) | — | — | — | (6,185) | — | (6,185) | — | (6,185) | — |
| Purchase of Company stock | (13) | (1) | (29) | (950) | — | (980) | — | (980) | — |
| Purchase of redeemable noncontrolling interest | — | — | — | — | — | — | — | — | (1,491) |
| Other | 8 | 1 | 129 | (17) | — | 113 | (731) | (618) | — |
| Balances as of January 31, 2015 | 3,228 | 323 | 2,462 | 85,777 | (7,168) | 81,394 | 4,543 | 85,937 | — |
| Consolidated net income | — | — | — | 14,694 | — | 14,694 | 386 | 15,080 | — |
| Other comprehensive income, net of income taxes | — | — | — | — | (4,429) | (4,429) | (541) | (4,970) | — |
| Cash dividends declared (\$1.96 per share) | — | — | — | (6,294) | — | (6,294) | — | (6,294) | — |
| Purchase of Company stock | (65) | (6) | (102) | (4,148) | — | (4,256) | — | (4,256) | — |
| Cash dividend declared to noncontrolling interest | — | — | — | — | — | — | (691) | (691) | — |
| Other | (1) | — | (555) | (8) | — | (563) | (632) | (1,195) | — |
| Balances as of January 31, 2016 | 3,162 | \$317 | \$1,805 | \$90,021 | \$ (11,597) | \$80,546 | \$3,065 | \$83,611 | \$ — |

See accompanying notes.

Consolidated Statements of Cash Flows

| (Amounts in millions) | Fiscal Years Ended January 31, | | |
|--|--------------------------------|-----------|-----------|
| | 2016 | 2015 | 2014 |
| Cash flows from operating activities: | | | |
| Consolidated net income | \$ 15,080 | \$ 17,099 | \$ 16,695 |
| Income from discontinued operations, net of income taxes | — | (285) | (144) |
| Income from continuing operations | 15,080 | 16,814 | 16,551 |
| Adjustments to reconcile income from continuing operations to net cash provided by operating activities: | | | |
| Depreciation and amortization | 9,454 | 9,173 | 8,870 |
| Deferred income taxes | (672) | (503) | (279) |
| Other operating activities | 1,410 | 785 | 938 |
| Changes in certain assets and liabilities, net of effects of acquisitions: | | | |
| Receivables, net | (19) | (569) | (566) |
| Inventories | (703) | (1,229) | (1,667) |
| Accounts payable | 2,008 | 2,678 | 531 |
| Accrued liabilities | 1,303 | 1,249 | 103 |
| Accrued income taxes | (472) | 166 | (1,224) |
| Net cash provided by operating activities | 27,389 | 28,564 | 23,257 |
| Cash flows from investing activities: | | | |
| Payments for property and equipment | (11,477) | (12,174) | (13,115) |
| Proceeds from disposal of property and equipment | 635 | 570 | 727 |
| Proceeds from disposal of certain operations | 246 | 671 | — |
| Other investing activities | (79) | (192) | (138) |
| Net cash used in investing activities | (10,675) | (11,125) | (12,526) |
| Cash flows from financing activities: | | | |
| Net change in short-term borrowings | 1,235 | (6,288) | 911 |
| Proceeds from issuance of long-term debt | 39 | 5,174 | 7,072 |
| Payments of long-term debt | (4,432) | (3,904) | (4,968) |
| Dividends paid | (6,294) | (6,185) | (6,139) |
| Purchase of Company stock | (4,112) | (1,015) | (6,683) |
| Dividends paid to noncontrolling interest | (719) | (600) | (426) |
| Purchase of noncontrolling interest | (1,326) | (1,844) | (296) |
| Other financing activities | (513) | (409) | (260) |
| Net cash used in financing activities | (16,122) | (15,071) | (10,789) |
| Effect of exchange rates on cash and cash equivalents | (1,022) | (514) | (442) |
| Net increase (decrease) in cash and cash equivalents | (430) | 1,854 | (500) |
| Cash and cash equivalents at beginning of year | 9,135 | 7,281 | 7,781 |
| Cash and cash equivalents at end of period | \$ 8,705 | \$ 9,135 | \$ 7,281 |
| Supplemental disclosure of cash flow information: | | | |
| Income taxes paid | 8,111 | 8,169 | 8,641 |
| Interest paid | 2,540 | 2,433 | 2,362 |

See accompanying notes.



**CITY OF GILLETTE
PLANNING COMMISSION
April 11, 2017 7:00:00 PM
Council Chambers
201 E. 5th Street, Gillette, Wyoming
(307)686-5281**

DATE: 4/11/2017 7:00:00 PM

CASE NUMBER AND TITLE:

17.007DP DEVELOPMENT PLAN-2500 S. Douglas Hwy

APPLICANT/OWNER:

Walmart Stores, Inc.

AGENT:

Carlson Consulting Engineers, Inc.

CASE SUMMARY:

The applicant is requesting the construction of a new 5,125 square foot general (commercial) retail store to be located at the southeast corner of the existing Walmart parking lot. The location of the proposed general retail store was not included as part of a separate Development Plan for the overall Wal-Mart site that was approved in 2005 when the Walmart store was last expanded. The proposed Development Plan will amend and replace the 2005 Development Plan to include the proposed 5,125 square foot general retail store.

CASE BACKGROUND:

The existing Walmart Store is located at 2300 S. Douglas Hwy and is located within the C-1, General Commercial Zoning district.

The original Wal-Mart Development Plan was approved in 1990 and was located within Lot 1A of Block 1 of the Homestead Addition. Enclosed is a copy of the 1990 Wal-Mart Development Plan.

In 2005, the City of Gillette approved a Development Plan for the Wal-Mart Expansion within Lots 1B, 1E and 2D of Block 1 of the Homestead Addition, per the subdivision plat for this area recorded in 1992. Within the approved 2005 Development Plan, additional parking and a separate building was approved for a future gasoline filling station to be located within Lot 2D.

The proposed 2017 Development Plan includes the addition of a new 5,125 square foot general retail store that can be used for a variety of permitted uses allowed within our C-1, General Commercial Zoning District. Some of these potential uses include a package liquor store, drug store and prescription shop, garden shop, hardware store, or grocery store. The proposed 2017 Development Plan also continues to include the proposed gasoline filling station. There are no immediate plans to construct the gasoline filling station at this time.

The applicant has recently applied with the City Clerk for the transfer of an existing retail liquor license from 600 S Douglas Hwy to this proposed location at 2500 S Douglas Hwy. The Gillette City Council will consider this retail liquor license transfer separately, during a future City Council meeting.

The proposed building will reduce existing parking on this site and will impact existing landscaping within some of the existing parking areas. During their meeting on March 23, 2017, the City's Parks Board approved the Landscape Plan submitted as part of this Development Plan. City Staff has reviewed the parking reduction associated with the proposed building addition, and is comfortable with reducing the parking ratio from 4.8 spaces per 1,000 sf total gross floor area to 4.6 spaces per 1,000 sf of total gross floor area per recommendations from the applicant's traffic engineer. A revised Traffic Impact Report will be required to justify these parking reductions. The revised Traffic Impact Report will be certified by a Wyoming Licensed Professional Engineer.

Similar developments in other communities for large general commercial retail buildings in excess of 200,000 square feet gross floor area recommend a parking ratio of 4 spaces per 1,000 sf.

Per Section 11 of the City's Zoning Ordinance, approval of the Development Plan by the Planning Commission shall be effective for thirty six (36) consecutive months from the date of approval.

The Planning Commission may, upon written application by the developer and for cause shown, grant up to two (2) extensions of approval, not to exceed twelve (12) months each.

CASE REQUIREMENTS:

1. The applicant and agent shall address all comments and concerns within ePlans and shall address additional comments and concerns raised during the Staff Review Meeting on March 16, 2017.
2. The applicant shall apply for the appropriate water, wastewater and storm drainage permit(s) through the City Engineering Division. These permits are necessary prior to issuance of the final Building Permits.
3. The agent shall prepare and the applicant shall sign and have their signature notarized on the final Development Plan which shall incorporate all comments in Planning Requirement No. 1.
4. The final, signed, original mylar copy of the Development Plan(s) shall be submitted to the City Planning Division. City Staff shall route the Final Plan for final signatures and shall record with the County Clerk. The applicant shall be responsible for the County recording fees.
5. Once the Development Plan has been recorded with the County Clerk, the final zoning permit shall be issued and shall accompany the necessary Building Permit(s).

STAFF RECOMMENDATION:

Staff recommends approval.

CASE MANAGER:

Natalie Buchwald

TENTATIVE CITY COUNCIL DATE:

Planning Commission approval is final.

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Aerial & Vicinity Map |
| <input type="checkbox"/> 1990 Wal-Mart Development Plan (for reference) |
| <input type="checkbox"/> 1992 Subdivision Plan (for reference) |
| <input type="checkbox"/> 2005 Walmart Development Plan (for reference) |
| <input type="checkbox"/> 2017 Development Plan (Proposed) 3-13-17 version |
| <input type="checkbox"/> 2017 Development Plan (SCAN) 4-7-17 version |

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
April 11, 2017 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Brenda Green, Cindy Reardon, and Jim Nielsen.

Commission Members Absent: Todd Mattson and Jennifer Thomas

Staff Present: Mike Cole, Planning Manager, Natalie Buchwald, Planner, and Jill McCarty, Administrative Assistant.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Cindy Reardon and seconded by Jim Nielsen to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of March 28, 2017 as amended in the pre-meeting. Motion carried 4/0.

17.007DP
DEVELOPMENT
PLAN-2500 S. Douglas
Hwy

Natalie Buchwald presented Case No. 17.007DP

The applicant is requesting the construction of a new 5,125 square foot general (commercial) retail store to be located at the southeast corner of the existing Walmart parking lot. The location of the proposed general retail store was not included as part of a separate Development Plan for the overall Wal-Mart site that was approved in 2005 when the Walmart store was last expanded. The proposed Development Plan will amend and replace the 2005 Development Plan to include the proposed 5,125 square foot general retail store.

The existing Walmart Store is located at 2300 S. Douglas Hwy and is located within the C-1, General Commercial Zoning district.

The proposed 2017 Development Plan includes the addition of a new 5,125 square foot general retail store that can be used for a variety of permitted uses allowed within our C-1, General Commercial Zoning District. Some of these potential uses include a package liquor store, drug store and prescription shop, garden shop, hardware store, or grocery store.

The proposed building will reduce existing parking on this site and will impact existing landscaping within some of the existing parking areas. During their meeting on March 23, 2017, the City's Parks Board approved the Landscape Plan submitted as part of this Development Plan. City Staff has reviewed the parking reduction associated with the proposed building addition, and is comfortable with reducing the parking ratio from 4.8 spaces per 1,000 sf total gross floor area to 4.6 spaces per 1,000 sf of total gross floor area per recommendations from the applicant's traffic engineer.

Chairman Sanders asked if there were any questions from the commission or the public on this case. Brenda Green noted the area for the proposed building is not lighted well at night, and additional lighting for the outside of the building should be included in the proposal for the building. Planning Manager Mike Cole said the City will note this request in the review for the building permit that has been submitted for the project.

Jim Nielsen made a motion to approve said case. Cindy Reardon seconded the motion. Motion carried 4/0.

OLD BUSINESS

17.005SFPM- FINAL PLAT-MINOR-Tracts A1, B3, B4 and B5, Legacy Pointe

Cindy Reardon made a motion to remove case 17.005SFPM from the table. Jim Nielsen seconded the motion.

There being no questions or comments, a vote was taken on the motion. Motion carried 4/0.

Natalie Buchwald presented Case No. 17.005SFPM

The applicants (JJB Enterprises LLC, City of Gillette and Campbell County School District No. 1) are requesting to resubdivide existing Tracts A, B1 and B2 of the Legacy Pointe Subdivision for ownership and future development purposes. JJB Enterprises, LLC is requesting the creation of two commercial lots along Tanner Drive for future development. The City of Gillette is requesting the Legacy Parkway right-of-way be established as part of this plat. Campbell County School District No. 1 would like to consolidate two existing tracts into one combined tract for Buffalo Ridge Elementary School.

The proposed subdivision is located immediately east of Tanner Drive and immediately north of Southern Drive. The existing zoning for this subdivision is R-4, Multi Family Residential District. The City's adopted 2013 Land Use Plan envisions this area as Residential with a mixture of Commercial uses.

The proposed plat will memorialize and establish the existing Legacy Parkway right-of-way. The proposed plat will also consolidate the two existing school district tracts into proposed Tract A-1. Finally, the proposed plat will create two new parcels - Tract B4 (3.07 acres) and Tract B5 (2.67 acres) along Tanner Drive. Tract B4 and Tract B5 will be located immediately north of existing Tract C, which is the Holy Trinity Episcopal Church. JJB Enterprises LLC is requesting Tract B4 and Tract B5 be re-zoned from R-4, Multi Family Residential District, to C-1, General Commercial District through a separate application.

The School District unanimously approved the plat at their meeting on March 28, 2017. No public comments were received for this case.

Chairman Sanders asked if there were any questions from the commission or the public on this case. There were none.

Cindy Reardon made a motion to approve said case. Brenda Green seconded the motion. Motion carried 4/0.

17.006Z-ZONING MAP AMENDMENT-Tracts B4 and B5, Legacy Pointe

Jim Nielsen made a motion to remove case 17.006Z from the table. Cindy Reardon seconded the motion.

There being no questions or comments, a vote was taken on the motion. Motion carried 4/0.

Natalie Buchwald presented Case No. 17.006Z

Through a separate resubdivision of this area, JJB Enterprises, LLC is requesting the creation of two commercial lots along Tanner Drive for future development purposes. Upon approval of the resubdivision that will create these two lots, the applicant is requesting the zoning be changed from R-4, Multi Family Residential District, to C-1, General Commercial District.

The requested Zoning Map Amendment is for property located immediately east of Tanner Drive and immediately north of Southern Drive. The existing zoning for this area is R-4, Multi Family Residential District. The City's adopted 2013 Land Use Plan envisions this area as Residential with a mixture of Commercial uses. An existing oil well and other energy extraction facilities currently exist on the adjacent Tract B3. Tract B3 is not developed and will remain in the R-4, Multi Family Residential District.

Through a separate resubdivision effort for this area, two new parcels - Tract B4 (3.07 acres) and Tract B5 (2.67 acres) will be created along Tanner Drive. Tract B4 and Tract B5 are located immediately north of existing Tract C, which is the Holy Trinity Episcopal Church. JJB Enterprises LLC is requesting Tract B4 and Tract B5 be re-zoned from R-4, Multi Family Residential District, to C-1, General Commercial District.

Natalie said the City had received two phone calls from citizens with concerns of the rezoning with the potential impact on traffic on Tanner Drive.

Chairman Sanders asked if there were any questions from the commission or the public on this case.

Jim Nielsen asked if the area met the requirement of 5 acres to be zoned C-1. Mike Cole said it did meet the requirement.

Clark Sanders asked about the possible increase of traffic on Tanner Drive. Mike Cole said the School District had reviewed and approved the subdivision during their meeting previously. The developer has not submitted a commercial site plan at this time for the area. A traffic impact report and other similar reports will be reviewed at the time the commercial site plan is submitted.

Cindy Reardon asked if the School District can approve only certain types of businesses to be developed in the area. Mike Cole said he believes the School District has a deed restriction to limit the types of businesses allowed near the school.

Jim Nielsen made a motion to approve said case. Cindy Reardon seconded the motion. Motion carried 4/0.

NEW BUSINESS

Planning Manager Mike Cole said there would be three new cases at the next Planning Commission on April 25, 2017.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Assistant.

NOTICE OF APPLICATION FOR THE TRANSFER OF OWNERSHIP AND
TRANSFER OF LOCATION OF A RETAIL LIQUOR LICENSE

Notice is hereby given that on the 31st day of March 2017, Walmart Stores, Inc., filed an application for the transfer of ownership and transfer of location of a retail liquor license in the office of the City Clerk of the City of Gillette to the following described place 2500 S. Douglas Hwy, and protests if any there be against the approval of the transfer will be heard at the hour of 7:00 p.m., June 6, 2017, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming.

Dated this 4th day of April 2017

Karlene Abelseth, City Clerk

Publish: April 7, 2017
 April 14, 2017



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

Council Consideration for the Transfer of Ownership of Retail Liquor License RTL-19 from BGM Partners, LLC, d.b.a. Pat's Drive-Up Liquor, to Walmart Stores, Inc., d.b.a. Wal-Mart Supercenter, and the Transfer of Location of said Retail Liquor License RTL-19 from 600 S Douglas Hwy to 2500 S Douglas Hwy.

BACKGROUND:

Walmart Stores, Inc., is requesting the transfer of ownership, as well as the transfer of location, of retail liquor license RTL-19 currently held by BGM Partners, LLC, d.b.a. Pat's Liquors.

The proposed area for the licensed building will be in the SE corner of Walmart's parking lot, separate from the store. Walmart has applied for a building permit. The Planning Commission has approved the development plan associated with the building permit, and the City's Parks Board has approved the landscape plan also associated with the building permit.

According to the Plan of Operation submitted, the intended use of the facility is for the sale of package liquor only and will not maintain a pour area. In the drawings submitted with the transfer application it is hard to determine whether or not a drive thru window will be associated with facility.

BGM Partners, LLC, has submitted an Authorization of Transfer and Assignment of Retail Liquor License, relinquishing their rights to the retail liquor license if Council approves the request to transfer.

The public hearing has been advertised two (2) consecutive weeks, April 7 & April 14 and the property was posted, as well. The application was sent to the Wyoming Liquor Division and all corrections, if applicable, have been addressed.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval to Transfer the Ownership of Retail Liquor License RTL-19 from BGM Partners, LLC, to Walmart Stores, Inc., d.b.a. Wal-Mart Supercenter, and the Transfer of Location of Said Retail Liquor License RTL-19 from 600 S Douglas Hwy to 2500 S Douglas Hwy.

STAFF REFERENCE:

Pamela L. Boger, Administrative Services Director

ATTACHMENTS:

| |
|-----------------------------------|
| Click to download |
| No Attachments Available |



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

A Public Hearing to take Comment on an Ordinance to Recodify and Generally Revise Chapter 3 of the Gillette City Code to Revise Licensing and Regulation of Alcoholic Beverages.

BACKGROUND:

In instances where an entire Chapter of the Gillette City Code is being re-written, it is customary to hold a public hearing to take comment of any proposed changes.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I would like to open a public hearing to take public comment as to the proposed revisions to Chapter 3 of the Gillette City Code.

When the hearing is over, the Mayor can ask for a motion to approve the Ordinance on First Reading.

STAFF REFERENCE:

Patrick Davidson, City Attorney

ATTACHMENTS:

[Click to download](#)

No Attachments Available



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

www.gillettewy.gov

DATE: 6/6/2017 7:00:00 PM

SUBJECT:

An Ordinance to Recodify and Generally Revise Chapter 3 of the Gillette City Code to Revise the Licensing and Regulation of Alcoholic Beverages.

BACKGROUND:

During the most recent meeting of the Wyoming Legislature, the Wyoming Senate undertook the task of drafting legislation that ultimately changed how liquor licenses are dealt with in the State of Wyoming. Combined, these revisions provided six (6) fundamental changes to Wyoming law: (1) altered the licensing process through the State; (2) amended how the State could revoke a liquor license; (3) effectively stopped the "parking" of liquor licenses not being used; (4) materially increased the role of the local licensing authority in regulating liquor licenses and establishments; (5) removed the long standing concept of "dispensing rooms" associated with retail liquor licenses; and (6) removed certain conditions previously used to control the type of activities associated with a license (standards for issuance, who may hold a license, hours of operation, etc.) These changes to the Wyoming Statutes become effective July 1, 2017.

Staff has effectively re-written Chapter 3 of the Gillette City Code to incorporate prior Wyoming Statutes, and to update the existing City Code. This has been a combined effort of the Clerk's Office, the Police Department, and the City Attorney's Office. In addition, on May 12, 2017, a Public Meeting was held to discuss proposed changes to Chapter 3. In preparation of the Public Meeting, a letter was sent to every liquor license holder in the City of Gillette, and a proposed draft of Chapter 3 was made available. Additionally, the proposed draft was also made available on the City's webpage. Based on public input from license holders the draft Chapter 3 has been further amended.

On May 23, 2017 this proposed draft was presented to Council. Based on the discussions held during that meeting, the proposed fee schedule was amended to set Bar and Grill Licenses at \$3,000 per year, and drive-up/drive-thru window rates at \$500 per year. The provision regarding the granting of security interest - or more specifically, Council's obligation to recognize a security interest - remains unchanged. Under the current version of the proposed draft, the Council is not required to recognize a security interest in a liquor license.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve an Ordinance to Recodify and Generally Revise Chapter 3 of the Gillette City Code to Revise the Licensing and Regulation of Alcoholic Beverages.

STAFF REFERENCE:

Patrick Davidson, City Attorney

ATTACHMENTS:

Click to download

☐ [Chapter 3 First Reading Draft 5-24-17](#)

ORDINANCE NO: _____

AN ORDINANCE TO RECODIFY AND GENERALLY REVISE CHAPTER 3 OF THE
GILLETTE CITY CODE TO REVISE THE LICENSING AND REGULATION OF
ALCHOLIC BEVERAGES

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

Chapter 3 of the Gillette City Code is amended to read as follows:

CHAPTER THREE
ALCOHOLIC BEVERAGES
Revised: July 1, 2017

ARTICLE I: GENERAL CONDITIONS

- §3-1 Intoxication
- §3-2 Purchase, Possession and Consumption of Intoxicating Liquor by Minor, Penalties
- §3-3 Restrictions Upon Minors in Licensed Buildings, Operating Hours, Sale to Obviously Intoxicated Person and Incompetents, Server Training Requirements
- §3-4 Notice and Warning to Minors
- §3-5 Hours of Sale and Operation for Liquor Licenses
- §3-6 Endangering the Welfare of a Minor
- §3-7 Prohibited Acts Within a Licensed Building, Violation Cause for Suspension or Revocation of License or Permit
- §3-8 Right of Entry - Inspection
- §3-9 Duty to Maintain Order
- §3-10 Beer Keg Registration
- §3-11 Standards in Association with the Sale and Possession of Alcoholic Beverages

ARTICLE II: LIQUOR LICENSE APPLICATION, REVOCATION and RENEWAL

- §3-12 Adoption of State Alcohol Beverage Laws
- §3-13 Authority to Issue Licenses and Permits

- §3-14 Application Process
- §3-15 Fees for Application, Transfer, and Renewal
- §3-16 Prohibitions on Certain Persons from Holding a Liquor License
- §3-17 Pledging or Hypothecating a Retail Liquor License as Collateral
- §3-18 Conditions on Granting of Application or Renewal
- §3-19 Holding a License or Permit without Operation or Sales
- §3-20 Plan of Operation
- §3-21 Revocation of Liquor License

ARTICLE III: ADMINISTRATIVE FEES

- §3-22 Administrative Fee
- §3-23 Liquor License Revocation for Failure to Pay Administrative Fees

ARTICLE IV: TYPES OF LICENSES, REGULATIONS, SPECIAL CONDITIONS

- §3-24 Special Conditions for the Operation of Certain Types of Liquor Licenses within the Jurisdictional Boundaries of the City of Gillette
- §3-25 Waiver of Certain General and Special Conditions for Private Events.
- §3-26 Retail License
- §3-27 Limited Retail (Club) License
- §3-28 Bar and Grill License
- §3-29 Restaurant Liquor License
- §3-30 Resort Liquor License
- §3-31 Special Malt Beverage License
- §3-32 Microbrewery Permit
- §3-33 Winery Permit

- §3-34 Satellite Manufacturer/Brewery Permit
- §3-35 Satellite Winery Permit
- §3-36 Catering, Malt Beverage and Open Container Permits

EDITOR'S NOTE: Chapter 3 has been re-written by Ordinance _____, approved on _____, 2017. Subsequent changes will be identified by the amending ordinance and the date of its approval.

ARTICLE I: GENERAL CONDITIONS

§3-1 Intoxication.

If any person shall be drunk or under the influence of any intoxicating liquor, malt beverage or controlled substance, as defined by Wyoming State Statutes, in any public street, thoroughfare, or place; or within view of any public street, thoroughfare or place; or in any vehicle or place within the city to such an extent that his drunkenness or intoxication is manifest by boisterous or by profane, vulgar language, or loud and violent discourse, or indecent conditions or actions which render that person incapable of caring for him or herself so as to create a nuisance or hazard, he or she shall be guilty of a misdemeanor.

§3-2 Purchase, Possession and Consumption, of Intoxicating Liquor by Minor, Penalties.

It shall be unlawful for any person under the age of twenty-one (21) years to buy, sell, possess, consume, solicit the sale or purchase of intoxicating liquor or be under the influence of an intoxicating liquor in the City.

§3-3 Restrictions upon Minors in Licensed Building, Operating Hours, Sale to Obviously Intoxicated Persons and Incompetents, Server Training Requirements.

(a) It shall be unlawful for any person under the age of twenty-one (21) years to enter, attempt to enter, or to be in or about any licensed building or rooms in any establishment operating by virtue of a liquor license issued by the City unless otherwise specifically authorized as may be further set forth under Article IV of this Chapter of the Gillette City Code.

(b) Every liquor Licensee or his servant or employee who sells, gives or delivers alcoholic liquor or malt beverages to any obviously intoxicated person or any incompetent person or person under the age of 21 years, or who permits any person under the age of twenty-one (21) years to enter or remain in the licensed room, rooms, or licensed building where intoxicating or malt beverages are dispensed, is guilty of a misdemeanor which is a violation of a Category 1 Standard.

(c) A person who is at least nineteen (19) years of age and is either the holder of a liquor license or a shareholder in a corporation which is the holder of a liquor license, may enter, remain within the licensed building and may dispense or serve alcoholic beverages and otherwise work within the licensed building operated by virtue of that license.

(d) All persons employed at any business operating with a liquor license issued by the City of Gillette who are engaged in the selling or serving of alcoholic beverages or the managing thereof, hereinafter Alcohol Server Staff, shall successfully complete an alcohol server training program as approved by WYO. STAT. § 12-2-402, within sixty (60) days of the start of their employment. All Alcohol Server Staff shall complete any additional or further training to maintain their server training certification. Every License holder shall maintain a server training record for all Alcohol Server Staff, including their date of hire, and proof that each of them has successfully completed the alcohol server training required by this Section, and any additional or further training to maintain their server training certification. The City shall furnish an appropriate server training record log to maintain the records required in this section. In addition, every License holder shall keep their server training records available for review and copying by the Gillette Police Department, at any time when the premises is open for business, to insure compliance with the server training requirements of this Section.

§3-4 Notice and Warning to Minors.

(a) Every Licensee, other than those operating under a license for a restaurant, bar and grill or package store, shall display at all times in a prominent place at each public entrance a printed card with a minimum height of 11 inches and a width of 17 inches, with each letter to be a minimum of one-fourth inch in height, which shall read as follows:

WARNING TO PERSONS UNDER 21

**YOU ARE SUBJECT TO A FINE
OF UP TO \$750**

**IF YOU ARE UNDER 21 AND YOU
ATTEMPT TO PURCHASE, PURCHASE, CONSUME, OR HAVE IN
YOUR POSSESSION ALCOHOLIC LIQUOR OR MALT BEVERAGE**

OR

ENTER OR ATTEMPT TO ENTER A LIQUOR ESTABLISHMENT

WARNING TO ADULTS

**YOU ARE SUBJECT TO A FINE
OF UP TO \$750**

IF YOU PURCHASE OR PROVIDE ALCOHOL OR MALT BEVERAGE

FOR A PERSON UNDER 21

(b) Every Licensee operating under a license for a restaurant, bar and grill or a package store shall display at all times in a prominent place at each public entrance a printed card with a minimum height of 11 inches and a width of 17 inches, with each letter to be a minimum of one-fourth inch in height, which shall read as follows:

WARNING TO PERSONS UNDER 21

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IF YOU ARE UNDER 21 AND YOU
ATTEMPT TO PURCHASE, PURCHASE, CONSUME, OR HAVE IN
YOUR POSSESSION ALCOHOLIC LIQUOR OR MALT BEVERAGE

WARNING TO ADULTS

YOU ARE SUBJECT TO A FINE
OF UP TO \$750

IF YOU PURCHASE OR PROVIDE ALCOHOL OR MALT BEVERAGE
FOR A PERSON UNDER 21

§3-5 Hours of Sale and Operation for Liquor Licenses.

All Licensees may open the Licensed Building at 6:00 a.m. and shall close the Licensed Building 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 Licensed Building, and any other area in which dispensing alcoholic and malt beverages is authorized, of all persons other than employees by 2:30 a.m.

§3-6 Endangering The Welfare of a Minor.

(a) A person, who is not the parent or guardian of the minor, commits the offense of endangering the welfare of a minor if the person knowingly allows or permits a person under the age of twenty-one (21) years of age to:

- (1) Enter or remain in a place under the person's control in which unlawful activities involving controlled substances or alcohol are maintained or conducted; or
- (2) consume alcohol or controlled substances in violation of the law in a place under the person's control.

(b) A person is "in control" of a place or property when that person is the owner, renter, tenant, keeper, caretaker or has control over the persons allowed on the premises.

(c) Any person found guilty of this offense may be punished by a fine up to seven hundred fifty dollars (\$750.00), and six months in jail, or both.

§3-7 Prohibited Acts within a Licensed Building, Violation Cause for Suspension or Revocation of License or Permit.

(a) No Licensee or agent or employee thereof shall knowingly permit prostitution (WYO. STAT. §6-4-101), public indecency (WYO. STAT. §6-4-201), or gambling (WYO. STAT. §6-7-102), or shall promote obscenity (WYO. STAT. §6-4-302), within any building or premises licensed under this Chapter.

(b) Any Licensee or agent or employee thereof violating subsection (a) of this section, or aiding, abetting or inciting any violation thereof, is in addition to other penalties provided by law, sufficient cause for the suspension or revocation of a license or permit.

§3-8 Right of Entry – Inspection.

In addition to all other rights of inspection which the City may now or hereafter possess, the Chief of Police or the designees of the Chief of Police may enter and inspect every place of business which sells alcoholic liquor or malt beverages. Entry for purposes of inspection pursuant to this Section is authorized only during open business hours unless it is in the presence of the Licensee or his agent, employee or representative.

The purpose of the inspection authorized by this Section shall be to ascertain if the business to be inspected and its operation is in compliance with Gillette City Ordinances and Wyoming State Statutes or other laws applicable to businesses selling, storing, or keeping malt or alcoholic beverages under license issued by the City. A refusal to permit entry or inspection pursuant to this Section will result in a hearing before the City Council and may result in the revocation of the liquor license.

§3-9 Duty to Maintain Order.

The Chief of Police or his designee may order any establishment operating with a City liquor license closed until the following 6 A.M., or may revoke any catering, malt beverage or open container permit, issued pursuant to Section 3-35 of the Gillette City Code when the Licensee, permittee, or person in charge fails to follow the Operation Plan as outlined in the permit application and/or maintain peace and order which creates an emergency and immediate threat to the bodily security, property, or peaceful repose of any member of the general public.

§3-10 Beer Keg Registration.

A. As used in this Chapter, "keg" means any brewery sealed, individual container of beer having a liquid capacity of seven and one-half (7 ½) gallons or more, and includes a "party ball" which is a brewery-sealed container of beer having a liquid capacity of five and one-sixth (5 1/6) gallons.

B. Any retail liquor establishment selling beer by the keg within the City shall affix to the keg at the time of sale a permanent identification stamp or mark of a type approved by the Gillette Police Department.

C. Any retail liquor establishment selling beer by the keg within the City shall at the time of sale require a valid photographic identification of the purchaser and completion of a written identification form as approved by the Gillette Police Department, with information containing the purchasers name, address, date of birth, driver's license number, identification number of the keg sold, and date of sale and location where the keg will be physically located when the alcohol is dispensed, along with an alternate location if inclement weather would affect the primary location. Purchasers will also be required to sign a written statement on a form provided by the Gillette Police Department indicating that the purchaser is aware that it is unlawful for any person to purchase a keg containing beer and thereafter to allow consumption of an alcoholic beverage by minors unless consumption is authorized and allowed pursuant to other laws of the State of Wyoming. The records shall be maintained for six (6) months from the date of sale and shall be open to inspection by the Gillette Police Department during normal business hours.

D. The owner of any retail liquor establishment selling beer by the keg within the City, the owner's employee or the owner's agent who fails to affix to a keg the approved identification stamp or mark required above or fails to obtain the required identification and complete and maintain the forms is guilty of a misdemeanor.

E. Any owner or operator of a retail liquor establishment selling beer by the keg who fails to ensure that the owner's employees properly comply with subsections B and C above is guilty of a misdemeanor.

F. It is unlawful for any person who has purchased beer by the keg within the City to remove or alter the identification stamp or mark required in Section 3-10 above. It is not a violation of this Chapter if the person removing the identification stamp or mark is an employee of an owner or operator of a retail or wholesale alcoholic beverage establishment who removes the stamp or mark after the return of the keg to the retail establishment.

G. It is unlawful for the purchaser of a keg to allow anyone to remove or alter the permanent identification stamp or mark from the keg before its return to the retail liquor establishment that sold the keg.

H. Any owner or operator of any retail liquor establishment or any employee thereof who receives a returned keg shall inspect the returned keg. If the identification stamp or mark has been removed, altered or tampered with, the owner or operator shall immediately notify the Gillette Police Department of that fact. It is unlawful for any owner, operator or employee to fail to notify the Police Department as required herein.

I. It is unlawful for any person (except an alcohol beverage wholesaler or retailer in the usual course of business) to be in possession of a keg of alcoholic beverage purchased within the city if that keg does not contain the appropriate permanent identification stamp or mark as required by Section 3-10 above.

J. Any person convicted of violating any provision of Section 3-10 of the Gillette City Code, shall be fined seven hundred fifty dollars (\$750.00).

§3-11 Standards in Association with the Sale and Possession of Alcoholic Beverages.

(a) Public policy.

The public policy of the City of Gillette requires that the use of alcoholic beverages be controlled in order to reduce associated problems affecting the welfare of the community and public safety. The following standards will be employed by the Gillette City Council to decide whether it is in the public interest to suspend or revoke a liquor license or permit, or to request the District Court revoke or suspend the liquor license of an establishment which is a danger to the public welfare. Any person, including a liquor Licensee and/or his employee, who violates any portion of Section 3-10 of the Gillette City Code, including the Standards listed in this Section, shall be guilty of a misdemeanor, punishable by a fine of not more than seven hundred fifty dollars (\$750.00). The performance record of a licensed establishment and its compliance with these standards will be considered in proceedings to renew liquor licenses as well as to request that one be revoked or suspended.

(b) Standards.

All establishments, by and through their agents, operating by virtue of a liquor license, shall meet the following Category 1 and Category 2 Standards:

(1) CATEGORY 1 STANDARDS.

(A) Refuse to serve any patron who is obviously intoxicated, or is endangering people or property in the licensed establishment.

(B) Order any patron to leave and depart who is endangering people or property in the licensed establishment and immediately notify the Gillette Police Department of the incident.

(C) Notify the Gillette Police Department by telephone immediately when an assault, aggravated assault or assault and battery occurs on or in the establishment's property.

(D) Report all physical fights to the Gillette Police Department immediately and cooperate fully in the Police investigation of the incident.

(E) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years.

(F) Refuse admittance to any person under the age of twenty-one (21) years except as allowed by the Gillette City Code, any bar or package liquor store that dispenses alcoholic or malt beverages.

(G) Prohibit any person from illegally using or distributing controlled substances as defined in WYO. STAT. §35-7-1001 to 1059 on the licensed premises.

(H) Prohibit other criminal activity on the licensed premises as established by local, state or federal law.

(I) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by Section 5-5 of the Gillette City Code, and any amendments or updates thereto.

(J) A Licensee has a duty to maintain peace and order in and around the licensed premises including any adjacent parking lots owned by the Licensee or under his control.

(K) No retail liquor Licensee shall deliver or cause to be delivered any alcoholic or malt beverage to any person whatsoever, except at the licensed premises.

(L) No person shall engage in the business of making deliveries of alcoholic or malt beverages from the place of any retail Licensee in the City.

(2) CATEGORY 2 STANDARDS.

(A) Immediately notify the Gillette Police Department of any attempts by a person under the age of twenty-one (21) years to acquire alcoholic liquor or malt beverages in violation of this ordinance.

(B) Immediately notify the Gillette Police Department of any attempts by any person under the age of twenty-one (21) years to enter any bar or package liquor store that dispenses alcoholic or malt beverages.

(C) Prohibit any person from leaving the licensed establishment with an open container of alcoholic liquor or malt beverage in violation of the Gillette City Code.

(D) Gambling will be authorized pursuant to Section WYO. STAT. §§ 6-7-101, *et seq.* The Licensee shall prohibit public indecency as defined in WYO. STAT. § 6-4-201.

(E) Post in a prominent location, a conspicuous notice to the public required in the Gillette City Code.

(F) Comply with the training and records maintenance requirements of the Gillette City Code.

(c) Public Responsibility.

(1) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or highway, except within a commercial limousine as described in Section 3-12(d), or in any restaurant, hotel dining room or any other public place whatsoever within the City, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State Law, City Ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to Section 3-35 of the Gillette City Code.

(2) It is unlawful to remain in an establishment operated under a liquor license after a request to leave is made by an agent, employee, or owner of the establishment.

(d) Limousine.

Alcoholic liquor or malt beverages may be consumed by adult passengers within commercial limousines. A limousine is a passenger car pursuant to WYO. STAT. §31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver's seat with a partition which may be of glass. No fee may be charged for any alcoholic liquor or malt beverage consumed in the limousine.

(e) Bottle Clubs.

(1) "Bottle Club" is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for the keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments including charges for the rental of storage space for the alcoholic or malt beverages.

(2) It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor. Each day of operation shall be deemed a separate offense, punishable by a fine of not more than seven hundred fifty dollars (\$750.00) for each day of the violation.

(f) Penalty.

Violations of these Sections are punishable by a fine of not more than seven hundred fifty dollars (\$750.00). Evidence that the Licensee or his employee summoned police to deal with activity within the establishment that is prohibited by the preceding Section (b) may be considered in mitigation of a charge that the Licensee or its employee violated that Section of the ordinance.

ARTICLE II: LIQUOR LICENSE APPLICATION, REVOCATION and RENEWAL

§3-12 Adoption of State Alcohol Beverage Laws.

(a) Amendment.

This Ordinance amends and supersedes all other ordinances regulating the possession, sale and consumption of intoxicating liquor that is not in conformance with this ordinance.

(b) Adoption of State Law by Reference.

The provisions of Title 12, Alcoholic Beverages, WYO. STAT. §§12-1-101 through 12-10-101, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor are hereby adopted by reference and are made a part of this Ordinance as if set out in full. It is the intention of the City that all future amendments to Title 12 are hereby adopted by reference or referenced as if they had been in existence at the time this Ordinance is adopted. A copy of Title 12 and of any subsequent amendments shall be kept on file in the office of the Gillette City Clerk.

(c) City May Be More Restrictive Than State Law.

The City is authorized by WYO. STAT. §12-4-101, as it may be amended from time to time, to impose, and has imposed in this ordinance, additional restrictions on the sale and possession of alcoholic beverages within its limits beyond those contained in Title 12, as it may be amended from time to time.

§3-13 Authority to Issue Licenses and Permits.

(a) Pursuant to WYO. STAT. §12-4-101, all liquor licenses within the jurisdictional boundaries of the City of Gillette belong to the City. The City retains authority to license and regulate, or prohibit the retail sale of alcoholic and malt beverages. The Governing Body retains sole authority to approve or deny a license or permit, or to place conditions on the issuance of the same.

(b) Nothing contained within Chapter Three of the Gillette City Code shall be construed or interpreted to prohibit the Governing Body from issuing less than the total number of allowable retail liquor licenses, less than the allowable bar and grill licenses, or from refusing to issue any license or permit authorized by Chapter Twelve of the Wyoming Statutes and Chapter Three of the Gillette City Code.

§3-14 Application Process.

(a) Special Consideration for the Issuance of New Retail Liquor Licenses.

The City of Gillette, as the local licensing authority, may request applications and supporting documents, including business plans, financial statements, and letters of intent from prospective retail liquor license applicants. These documents, as proposals, may be used by the City Council to determine from whom applications for retail liquor licenses may be received and processed. The City Council, by accepting these proposals, is not required to issue any retail liquor license by merely requesting such information from prospective license applicants.

(b) Application for Renewal, Transfer of Location and Transfer of Owner for Retail Liquor Licenses.

Upon receipt of an application for renewal, transfer of location, or transfer of ownership of an existing retail liquor license, the City Clerk shall forward the same to the Wyoming Liquor Commission. Pursuant to WYO. STAT. §12-4-104, all applications shall be deemed certified by the Wyoming Liquor Commission unless an objection is made by the Commission within ten (10) working days after receipt of the application. Applicants are advised that the City Clerk only receives notice from the Commission in those instances where an application is incomplete or in need of additional information. Notice is not provided to the City Clerk if the application is considered complete by the Commission. If a correction notice is not received from the Commission, the City Clerk shall cause publication and notice to be made as required by WYO. STAT. §12-4-104.

(c) Applications for Renewal, Transfer of Location, Transfer of Owner, and New License Applications for All Liquor Licenses and Permits, Excluding Retail Liquor Licenses.

All liquor license and permit applications are available from the Gillette City Clerk during regular business hours. Upon receipt of an application for renewal, transfer of location, or transfer of ownership, the City Clerk shall forward the same to the Wyoming Liquor Commission. Pursuant to WYO. STAT. § 12-4-104, all applications shall be deemed certified by the Wyoming Liquor Commission unless an objection is made by the Commission within ten (10) working days after receipt of the application. Applicants are advised that the City Clerk only receives notice from the Commission in those instances where an application is incomplete or in need of additional information. Notice is not provided to the City Clerk if the application is considered complete by the Commission. If a correction notice is not received from the Commission, the City Clerk shall cause publication and notice to be made as required by WYO. STAT. §12-4-104.

§3-15 Fees for Application, Transfer, and Renewal

| License Type | City Fee | Statutory Minimum | Statutory Maximum |
|-----------------------|-------------|-------------------|-------------------|
| Retail | \$ 1,500.00 | \$ 300.00 | \$ 1,500.00 |
| Limited Retail (Club) | \$ 750.00 | \$ 100.00 | \$ 1,500.00 |
| Bar and Grill | \$ 3,000.00 | \$ 1,500.00 | \$ 10,500.00 |
| Restaurant | \$ 1,200.00 | \$ 500.00 | \$ 3,000.00 |
| Resort License | \$ 3,000.00 | \$ 500.00 | \$ 3,000.00 |
| Special Malt Beverage | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 |
| Microbrewery Permit | \$ 500.00 | \$ 300.00 | \$ 500.00 |

| | | | |
|-------------------|------------------------|-----------|-----------|
| Winery Permit | \$ 500.00 | \$ 300.00 | \$ 500.00 |
| Satellite Brewery | \$ 100.00 | \$ - | \$ 100.00 |
| Satellite Winery | \$ 100.00 | \$ - | \$ 100.00 |
| Catering | \$ 50.00 / \$100.00 | \$ 10.00 | \$ 100.00 |
| Malt Beverage | \$ 50.00 / \$100.00 | \$ 10.00 | \$ 100.00 |
| Open Container | \$ 50.00 / \$100.00 | N/A | N/A |
| Drive-In | \$ 500.00 | N/A | N/A |
| Transfer Fee | \$ 100.00 | \$ - | \$ 100.00 |

Any fee required to be tendered under this Section shall be paid to the Gillette City Clerk by means of cash, personal check, business check, or credit card. Payment by credit card shall be at the discretion of the Gillette City Clerk.

§3-16 Prohibitions on Certain Persons from Holding a Liquor License.

A license or permit issued pursuant to Wyoming Statute Title Twelve, or under Chapter Three of the Gillette City Code shall not be held by, issued or transferred to:

- (1) The Mayor, member of the City Council or County Commissioner for Campbell County, Wyoming;
- (2) Any person employed by the State, the City of Gillette, the Campbell County Sheriff's Department as a law enforcement officer or any person who holds office as a law enforcement officer through election.

§3-17 Pledging or Hypothecating a Retail Liquor License as Collateral.

(a) It is the policy of the City of Gillette and its Governing Body that retail liquor licenses should be made available to those individuals and entities seeking to engage in commerce. It is the experience of the Governing Body, and the history of the City of Gillette, that retail liquor licenses have been pledged and hypothecated as collateral for purposes of both the acquisition of the license itself, and as a means of acquiring a valuable interest for either holding for future use, or as a means of adding a valuable asset to a business for purposes of its own financial balance sheets. Such action, in the determination of the City of Gillette is contrary to the interests of the community.

(b) Liquor licenses are not assignable, therefore, the Council will not renew or transfer a retail liquor license to any person or entity asserting an interest in any license by virtue of a security interest, lease, or other financial obligation.

§3-18 Conditions on Granting of Application or Renewal.

(a) Any license or permit issued by the City of Gillette shall not be issued, renewed or transferred until on or after the date set in any notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (1) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely affected;
- (2) The purposes of Chapter 3 of the Gillette City Code, or Title 12 of the Wyoming Statutes is not carried out by the issuance, renewal or transfer of the license or permit;
- (3) The number, type and location of existing licenses or permits currently meets the needs of the vicinity under consideration;
- (4) The desires of the residents of the City of Gillette will not be met or satisfied by the issuance, renewal or transfer of the license or permit

(b) The City Council retains the right to place conditions and standards on the granting of a liquor license, and may conditionally grant any license or permit subject to specific actions to be taken by the applicant or Licensee prior to the annual expiration of the license.

§3-19 Holding of License or Permit without Operation or Sales.

A license or permit issued by the City to any Licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred shall not be renewed. Any Licensee or permittee who fails to open his business in a functional building within one (1) year after license issuance or transfer and remain open thereafter shall not have the license or permit renewed. Upon showing of good cause, the City Council may, in its sole discretion, extend the one (1) year period set forth herein for an additional period of time not to exceed sixty (60) calendar days.

§3-20 Plan of Operation.

(a) Plan Required.

Any license authorized under this act shall not be issued, renewed or transferred until the applicant has submitted a Plan of Operation acceptable to the City. A Plan of Operation shall contain an operational statement outlining the proposed manner in which the establishment will be operated, including but not limited to, schedule of hours of operation, intended uses of the facility, alcohol management, crowd control, security, and any other pertinent information as requested by the City.

(b) Modification or Amendment to Plan of Operation.

Any deviation from the approved Plan of Operation, such as catering and open containers, requires a special permit as authorized in Section 3-35 of the Gillette City Code.

§3-21 Revocation of Liquor License.

(a) General Causes for Revocation.

Any violation of this Chapter, or a violation of Title Twelve of the Wyoming Statutes, by any manufacturer, rectifier, wholesaler, Licensee, employee or agent thereof is sufficient cause for the suspension and in the case of gross violation, the revocation of the license of the Licensee, or the permit of any permittee.

(b) Temporary Suspension of License for Violations.

The City of Gillette, by and through its Governing Body, retains the right to temporarily suspend the sale of alcoholic or malt beverages of any establishment issued a liquor license, for infractions of either Chapter 3 of the Gillette City Code and/or Title Twelve of the Wyoming Statutes. Such suspension shall be for a finite period of time, not to exceed five (5) consecutive calendar days for any such violation. The Licensee shall not be subjected to more than one temporary suspension of their license more than one (1) time in any license year.

(c) Revocation for Failure to Pay Administrative Fee.

If any administrative fee is not paid, or if Plans of Operation are not submitted on time, as required pursuant to Sections 3-13 and 3-14, then the Licensee shall appear before the City Council at the meeting at which its license is scheduled for renewal. The City Council shall receive evidence of the convictions and charges pursuant to which the Administrative Fees have been assessed and their nonpayment and the failure of the Licensee to submit appropriate Plans of Operation and may, on that record vote to deny renewal of the Licensee's Liquor License.

(d) Revocation for Failure to Comply with Conditions Imposed Upon Granting License or Permit.

The City Council retains the right to place reasonable conditions or standards on the granting of a liquor license, and may conditionally grant any license or permit subject to specific actions to be taken by the applicant or Licensee prior to the annual expiration of the license. The failure to timely meet the conditions set by the Council may be grounds for a suspension or termination of the License or Permit.

ARTICLE III: ADMINISTRATIVE FEE

§3-22 Administrative Fees.

(a) Any licensed establishment in which violations of City, State or Federal laws occur requires the expenditure of greater municipal resources to control and police than establishments which are operated in accordance with the law. Those extra enforcement and other social costs include police, judicial and prosecutor salaries, victim impacts and depressed neighborhood real estate values as well as lost sales in surrounding businesses. The regulation of establishments which possess liquor licenses by the City of Gillette should include holding the owners and operators accountable for the conduct of their businesses by charging administrative fees to pay for the external costs of poor management.

In addition to any other penalty, sanction or fee authorized by law, if a liquor license holder, or its employees or agents, is convicted of a violation of any Section of Gillette Municipal Code Chapter 3 that is applicable to Licensees or their employees, the Licensee shall upon notice, pay to the City Clerk, an administrative fee. The notice to pay shall be issued by the City Clerk upon notification of the relevant conviction. Said fee shall be paid within ten days of the notice to pay, unless the Licensee completes additional training and established preventative measures according to Section C for first and second violations occurring within one year.

(b) (1) Upon first conviction of a violation of either a Category 1 or 2 Standard, the Licensee shall pay to the City Clerk, an administrative fee in the amount of Five Hundred Dollars (\$500.00).

(2) Upon a second conviction of a violation of either a Category 1 or 2 Standard, arising within a twelve (12) month period, the Licensee shall pay to the City Clerk, an administrative fee in the amount of One Thousand Dollars (\$1,000.00).

(3) Upon a third conviction of a violation of a Category 1 Standard arising within a twenty-four (24) month period, the Licensee shall pay to the City Clerk, an administrative fee in the amount of One Thousand Dollars (\$1,000.00). The Licensee shall also submit a revised Plan of Operation, acceptable to the City, specifically addressing the conviction including actions they will take to prevent further violations.

(4) Upon a fourth conviction of a violation of a Category 1 Standard arising within a thirty-six-month period, the Licensee shall pay to the City Clerk, an administrative fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00). The Licensee shall also submit a revised Plan of Operation, acceptable to the City, specifically addressing the conviction including actions they will take to prevent further violations.

(5) Upon a fifth or subsequent conviction of a violation of a Category 1 Standard arising within a thirty-six-month period, the Licensee shall pay to the City Clerk, an administrative fee in the amount of Two Thousand Dollars (\$2,000.00). The Licensee shall also submit a revised Plan of Operation, acceptable to the City, specifically addressing the conviction including actions they will take to prevent further violations.

(6) Convictions of violations of Category 1 or Category 2 standards which violations occur before July 1, 2017, shall not apply after that date.

(c) For first and second convictions of violations occurring within one year this fee shall be waived if the Licensee takes training or preventive measures approved by the City such as acquisition of identification card readers, security devices such as cameras or additional assignment of security personnel as described in this Section. For convictions of violations of Section 3-3(b), this fee will be waived if the person who committed the violation attends an alcohol server training program as approved by WYO. STAT. §12-2-402 (whether or not that person has previously attended such training) if the person is still employed by the Licensee, and if the Licensee and all employees authorized to serve alcoholic liquor or malt beverage have been to an alcohol server training program within the previous two years. The Licensee shall notify the City Clerk of their intent to substitute the training within ten (10) days of notification and submit proof of the training to the City Clerk within three (3) months of the notification or pay the administrative fee by that day. The Licensee shall also submit a revised Plan of Operation, acceptable to the City, specifically addressing the conviction including actions they will take to prevent further violations.

§3-23 Liquor License Revocation for Failure to Pay Administrative Fees.

The failure to pay any administrative fee, when due, may result in the revocation of a liquor license pursuant to Section 3-21(c) of the Gillette City Code.

ARTICLE IV: TYPES OF LICENSES, REGULATIONS, SPECIAL CONDITIONS

§3-24 Special Conditions for the Operation of Certain Types of Liquor Licenses within the Jurisdictional Boundaries of the City of Gillette.

The Governing Body of the City of Gillette establishes the following special conditions for each type of license or permit which may be issued by the Governing Body.

Licensed Building Restrictions

(a) Except as provided in this Section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in a licensed building where alcoholic or malt beverages are dispensed in an establishment that provides adult entertainment and/or is primarily for on-premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

- (1) The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages;
- (2) The establishment operates a commercial kitchen, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of 12:00 A.M. (Midnight);
- (3) Limited Retail (Club) Licenses are exempt from the age restrictions listed above;

- (A) Limited Retail (Club) License holders may dispense alcoholic or malt beverages from locations outside of their licensed building as approved by the governing body.
- (4) Any other establishment approved by the governing body, including but not limited to: Bowling alleys, hotels, coffee shops, theaters, civic/event centers, family entertainment centers, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of 12:00 A.M. (Midnight);
- (5) Under no circumstances shall an individual under the age of twenty-one (21) be seated, or allowed to remain, at a bar, counter, or area where alcoholic or malt beverages are dispensed;
- (6) Establishments that operate primarily for off-premise sales shall maintain a separate area for the sale of alcoholic or malt beverages. Grocery stores shall have an age restricted area to prevent alcoholic beverages from being sold next to grocery items in accordance with WYO. STAT. §12-6-101(c)(iv).

§3-25 Waiver of Certain General and Special Conditions for Private Events.

The General Conditions and Special Conditions contained within Chapter Three shall apply to all establishments holding a liquor license during such time as said establishment is open to the general public for business. Should the establishment be closed for purposes of a special, catered, or private event, the Sections of the Gillette City Code regulating the hours upon which minors, and those individuals under the age of twenty-one (21) may be physically present in such an establishment may be amended by the holder of the liquor license and that person, group or entity who has reserved the establishment for the special, catered or private event. Nothing contained herein shall be interpreted to provide authority to serve alcoholic or malt beverages to any individual under the age of twenty-one (21) nor allow for the extension of the hours of operation beyond 2:00 A.M.

§3-26 Retail License

(a) Drive-In Liquor Sales. Upon approval of the Governing Body, a drive-in area adjacent or contiguous to the licensed building may be used for taking orders and making delivery of and receiving payment for alcoholic liquor or malt beverages under the following conditions:

- (1) the holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;
- (2) the area shall be well lighted and subject to inspection by the licensing authority at any and all times;
- (3) no walls or screens shall interfere with observing and checking the part of the area used for orders, delivery and payment;

- (4) no order shall be received from nor delivery made to a person under twenty-one (21) years of age or an intoxicated person in the area;
- (5) no part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales;
- (6) alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in the original, factory sealed, unopened package, and consumption of alcoholic liquor or malt beverages in the drive-in areas shall not be permitted;
- (7) no beverage mixed or prepared within the licensed building, which contains alcoholic liquor, may be sold, tendered, delivered or given through a drive in area.

§3-27 Limited Retail (Club) License

(a) Sale and Consumption Limited to the Licensed Building. Unless otherwise granted by the Governing Body, and incorporated within the holder's Operation Plan, no sales of alcoholic liquor or malt beverages shall be made outside of the licensed building. Nothing contained herein shall be interpreted as prohibiting the holder of a Limited Retail (Club) License from seeking and obtaining an open-container permit to allow for the consumption of alcoholic liquor or malt beverages outside of the licensed building on real property owned by the holder of the Limited Retail (Club) License.

(b) Seasonal Sales of Alcoholic Liquor or Malt Beverages. Any holder of a Limited Retail (Club) License issued by the City of Gillette who operates their Limited Retail (Club) License on a seasonal basis shall designate such dates they will engage in the sale of alcoholic liquor or malt beverage sales within their application for granting of a new license, or its renewal, and shall designate the same in their Operation Plan. Under no circumstances shall the holder of a Limited Retail (Club) License operate for less than ninety (90) days during any license year.

§3-28 Bar and Grill License

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Bar and Grill License. The City of Gillette makes no further restrictions or limitations on Bar and Grill License other than those set forth in this Chapter.

§3-29 Restaurant Liquor License

(a) Operation of a Restaurant. An establishment is operating as a "restaurant" when an establishment maintains a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic liquor or malt beverages.

(b) Establishment of a Dispensing Room. Holders of a Restaurant Liquor License shall comply with WYO. STAT. §12-4-410 in establishing a “dispensing room” for the dispensing and preparation of alcoholic and malt beverages for consumption, as may be required by the Governing Body of the City of Gillette.

§3-30 Resort Liquor License

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Resort Liquor License. The City of Gillette makes no further restrictions or limitations on Resort Liquor License other than those set forth in this Chapter.

§3-31 Special Malt Beverage License

(a) The Governing Body of the City of Gillette may issue a special malt beverage permit to any reasonable person or organization for the sale of malt beverages at public auditoriums, civic centers or event centers subject to the following restrictions:

(1) The public auditorium, civic center or events center shall be an enclosed building owned by the City of Gillette, Campbell County, or created by the City of Gillette or Campbell County pursuant to a Memorandum of Understanding pursuant to WYO. STAT. §16-1-101 or pursuant to a Joint Powers Agreement approved by the Wyoming Attorney General;

(2) the reasonable person or organization holds a written agreement with the owner of the public auditorium, civic center or events center giving said person the right to sell concessions within the building for the period for which the license will be effective

(b) Seasonal Sales of Alcoholic Liquor or Malt Beverages. Any holder of a Special Malt Beverage License issued by the City of Gillette who operates their Special Malt Beverage License on a seasonal basis shall designate such dates they will engage in the sale of alcoholic liquor or malt beverage sales within their application for granting of a new license, or its renewal, and shall designate the same in their Operation Plan. Under no circumstances shall the holder of a Special Malt Beverage License operate for less than ninety (90) days during any license year.

§3-32 Microbrewery Permit

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Microbrewery Permits. The City of Gillette makes no further restrictions or limitations on Microbrewery Permits other than those set forth in this Chapter.

§3-33 Winery Permit

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Winery Permits. The City of Gillette makes no further restrictions or limitations on Winery Permits other than those set forth in this Chapter.

§3-34 Satellite Manufacturer/Brewery Permit

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Satellite Manufacturer/Brewery Permit. The City of Gillette makes no further restrictions or limitations on Satellite Manufacturer/Brewery Permit other than those set forth in this Chapter.

§3-35 Satellite Winery Permit

The City of Gillette, by reference herein adopts those standards of operation required by Title Twelve of the Wyoming Statutes with regard to Satellite Winery Permit. The City of Gillette makes no further restrictions or limitations on Satellite Winery Permit other than those set forth in this Chapter.

§3-36 Catering, Malt Beverage, and Open Container Permits

(a) Applications.

Applications for catering permits authorized by WYO. STAT. 12-4-502(b), malt beverage permits authorized by WYO. STAT. § 12-4-502(a) and open container permits according to this Section of the Gillette City Code, shall be made by completing a form available from the City Clerk.

(b) Application Contents.

Applicants for catering or malt beverage permits will complete and submit an application, no less than three weeks prior to the event, in which the applicant shall provide his/her name, address and phone number, the name, date, time(s) and location of the event, an operation plan which includes a short summary of the reason for the request and the activities proposed for the event, a description and drawing of the area(s) in which the possession and consumption of alcoholic beverages will occur and what safe guards will be in place at the desired location to ensure that minors will neither possess nor consume alcoholic or malt beverages, and the names and ages of the persons who will dispense malt beverages or alcohol. In addition, if the applicant is not the owner of the location where the event is proposed, the applicant shall attach a written statement from the landowner permitting the proposed activity including the consumption and possession of alcoholic or malt beverages, as described in the application. Catering permits can only be issued to Retail Liquor License holders and so the name in which the license was issued must be listed as the name of the applicant. A catering, malt beverage, or open container permit shall authorize possession and consumption of alcoholic or malt beverages in open containers for the time period and within the area described in the permit application according to the operation plan. Applications will be reviewed by the Chief of Police or designee and the City Clerk or designee.

(c) When Council Consideration is Required.

In the case of catering or malt beverage permit applications, information supplied by the applicant will be reviewed to determine if the event/activity to be permitted is routine in that it will not cause an impact beyond the area described in the application, or is scheduled for CAM-PLEX. If the proposed event/activity is at CAM-PLEX or is determined to not have an impact beyond the proposed area, the permit will be issued by the City Clerk or designee, upon successful submission of the application. A proposed event/activity may be determined to have an impact beyond the area described in the application if it includes any of the following, for example, an outdoor dance, band(s) or amplified music, amplified sound or a P.A. system, parking beyond existing capacity, or a street closure. Upon a determination of an impact beyond the area proposed in the permit, the permit will be presented to the Governing Body for review and approval at the next scheduled regular City Council meeting no sooner than two weeks from the date of submission of the application and fee.

If the permit is denied by the City Clerk and Chief of Police, the denial may be appealed by the applicant to the Governing Body whose determination is final.

The City Administrator may authorize scheduling Council consideration of a new permit or an appeal, within two (2) weeks of the submission of an application when good cause for filing the application less than three (3) weeks before the event is shown.

(d) Fees.

Catering/malt beverage permit fees shall be based on when the permit application is submitted and the proposed date of the event/activity. If the permit application is submitted at least three (3) weeks before the proposed date of the event/activity, the fee is fifty dollars (\$50.00). If the permit application is submitted less than three (3) weeks before the proposed date of the event/activity, the fee is one hundred dollars (\$100.00).

(e) Open Container Permits.

Applicants for open container permits will complete and submit an application in which the applicant shall provide their name, address and phone number, the date, time(s) and location of the event, and a short summary of the reason for the permit request and the activities proposed for the event. Open container permits may be issued to allow the possession and consumption of alcoholic or malt beverages in open containers on public property, such as parks in conjunction with a park permit issued pursuant to Section 14-14 of the Gillette City Code, on city streets in conjunction with a street closure permit, and at other areas, in which open containers would not otherwise be permitted. Applications will be reviewed by the Chief of Police or designee and the City Clerk or designee. Upon approval of the application and the payment of the fifty dollar (\$50.00) permit fee, the permit will be issued to the applicant by the City Clerk. The City Clerk will issue an Open Container Sign, to be posted at the location of the event described in the application, which sign must be displayed during the event to allow the consumption of alcoholic or malt beverages at that location.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2017.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

Published: _____, 2017

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