



CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E. 5TH STREET
CITY OF GILLETTE
Tuesday, May 21, 2019
7:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. **Invocation Led by Reverend Susan Reichenberg of First Presbyterian Church.**

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. **Pre-Meeting - May 7, 2019**
- b. **Regular Meeting - May 7, 2019**
- c. **Work Session - May 14, 2019**

2. Ordinance 3rd Reading - Consent

3. Ordinance 2nd Reading - Consent

4. Bills and Claims

- a. **Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

5. Other - Consent

E. Approval of Conflict Claims.

1. **Council Member Carsrud - \$30.90**

Staff Reference: Michelle Henderson, Finance Director

2. **Mayor Carter-King - \$32.49**

Staff Reference: Michelle Henderson, Finance Director

F. Comments.

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

G. Unfinished Business.

1. Ordinance 2nd Reading.

- a. ITEM TABLED UNTIL MAY 21, 2019: An Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be Known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (2/12/2019 - Planning Commission Vote 5/0)**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director

2. Ordinance 3rd Reading.

- a. An Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, to Amend Section 16, Definitions (sss)(1); Section 10, Sign Regulations 10.f.(1), Section 10.f.(1).(g), and Exhibit 10-2, Subject to All Planning Requirements. (Planning Commission Vote 5/0)**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

3. Other.

H. New Business.

1. Minute Action

- a. Council Consideration of a Street Closure for May 25, 2019, from 8:00 a.m. to 5:00 p.m. on Ross Avenue Between 2nd Street and 3rd Street, and on 3rd Street Between Ross Avenue and Richards Avenue, for a Show & Shine Car Show, Requested by Frontier Auto Museum.**

Staff Reference: **MAP** - Michelle Henderson, Finance Director

- b. Council Consideration of a Carnival Permit for May 27th thru June 3rd, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.**

Staff Reference: **MAP** - Michelle Henderson, Finance Director

- c. Council Consideration of a Street Closure for the 3rd Street Plaza on July 26, 2019, from 1:00 p.m. to 10:00 p.m., for a Fundraiser that will Include Alcohol and Outdoor Music, Requested by Gillette Abuse Refuge Foundation (GARF).**

Staff Reference: **MAP** - Michelle Henderson, Finance Director

- d. Council Consideration of a Catering Permit for the 3rd Street Plaza on July 26, 2019, from 5:00 p.m. to 10:00 p.m., for a Gillette Abuse Refuge Foundation (GARF) Fundraiser, that will Include Outdoor Music, Requested by Pizza Carrello.**

Staff Reference: Michelle Henderson, Finance Director

- e. Council Consideration of a Resolution Authorizing the Sale of Processed Wood Chips from the Wastewater Treatment Compost Facility to City of Gillette Residents.**

Staff Reference: Michael H. Cole, P.E., Utilities Director

- f. Council Consideration of a Resolution to Authorize the Mayor to Execute a Power Purchase Agreement with Black Hills Wyoming, Inc.**

Staff Reference: Michael H. Cole, P.E., Utilities Director; Anthony Reyes, City Attorney

- g. Council Consideration of a Bid Award for the Stone Gate Estates Improvement and Service District (ISD) Water Connection to Hot Iron, Inc., in the Amount of \$704,610.35.**

Staff Reference: **MAP** - Michael H. Cole, P.E., Utilities Director

- h. Council Consideration of a Professional Services Agreement for Engineering Design Services for the Donkey Creek Pump Station #1 Electrical Room Addition to Structural Dynamics, LLC, in the Amount of \$57,106.00.**

Staff Reference: Michael H. Cole, P.E., Utilities Director

- i. Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2019 Energy Capital Sports Complex Proposed Improvements, with PCA Engineering, Inc, in the Amount of \$207,500.00.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

- j. **Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as the Rohde Subdivision, to the City of Gillette, Wyoming; Subject to all Planning Requirements. (Planning Commission Vote 5/0)**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director

- k. **Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Powder Horn Park, Located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M. to the City of Gillette, Wyoming; Subject to all Planning Requirements.**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director

2. Ordinance 1st Reading.

- a. **An Ordinance to Amend Chapter 3, Section 3-36(d) of the Gillette City Code to Change the Fee for a Catering and Malt Beverage Permit to Fifty Dollars (\$50.00).**

Staff Reference: Anthony Reyes, City Attorney

3. Appointments

I. Public Hearings and Considerations

1. **A Public Hearing to Amend the the District Zoning Map of the City of Gillette, Wyoming, for a Parcel Located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Wyoming, from M-H, Mobile Home District to C-3, Business and Service District; Subject to all Planning Requirements.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

2. **An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Parcel Located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Wyoming, from M-H, Mobile Home District to C-3, Business and Service District; Subject to all Planning Requirements. (Planning Commission Vote 5/0)**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

3. **A Public Hearing Related to the Submission of an Application to the Wyoming Business Council for a Community Development Block Grant Under the Community Facilities Grant Program on Behalf of the Youth Emergency Services, Inc., by the Governing Body of the City of Gillette, Wyoming, for the Purpose of a Youth Emergency Services, Inc., Remodel Project for Vulnerable Youth.**

Staff Reference: Michelle Henderson, Finance Director

4. **Council Consideration of a Resolution Authorizing the Submission of an Application to the Wyoming Business Council for a Community Development Block Grant for a Community Facilities Project on Behalf of the Youth Emergency Services, Inc., for the Governing Body of the City of Gillette, Wyoming, for the Purpose of a Youth Emergency Services, Inc., Remodel Project for Vulnerable Youth.**

Staff Reference: Michelle Henderson, Finance Director

J. Executive Session

K. Adjournment

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Bruce Brown
Shawn Neary

WARD 2

Billy Montgomery
Timothy Carsrud

WARD 3

Shay Lundvall
Nathan McLeland

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: 5/21/2019 7:00:00 PM

SUBJECT:

Invocation Led by Reverend Susan Reichenberg of First Presbyterian Church.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Pre-Meeting - May 7, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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☐ [Pre-Meeting - May 7, 2019](#)

A Pre-Meeting of the City Council was held on Tuesday the 7th day of May 2019.

Present were Councilmen Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Henderson, Muzzarelli, and Wilde; Managers Schoen, Lt. Wasson, Toscana and Palazzari; City Clerk Staskiewicz.

Warm Up Items

Councilman Montgomery thanked citizens for attending the send-off for the deployment of the 2nd Battalion, 300th Field Artillery unit. Councilman McLeland stated that he participated in the weekend Drive & Drop and was impressed with the operation of the program and volume of refuse collected. Director Wilde reported preliminary numbers for the Drive & Drop Program and stated that final statistics would be provided when available. Mayor Carter-King reminded Council of their scheduled time for picking up trash along the walking path at the Energy Capital Sports Complex for the annual Trash-A-Thon challenge with the County Commissioners.

Gillette Main Street Quarterly Update

Jessica Seders, Director of the Gillette Main Street, and Committee Member, Dale Burbank, presented Council with a listing of the planned 2019 downtown activities. Director Seders stated that their main focus this year will be on communication and branding. The Committee wants to send a stronger message of what the Gillette Main Street is, and what they do for Gillette. Dale Burbank, owner of Teacher's Corner & Kid's Mart, commented that downtown activities promote downtown businesses as well as the historical aspects of Gillette.

Parks Board Track Trails

Megan McManamen, Parks & Beautification Board Member, presented Council with the Board's proposal of erecting a kiosk station along the trail at McManamen Park. The kiosk would offer information about the park and the surrounding habitat. Self-guided Brochures would be available at the kiosk station, which would include an educational scavenger hunt activity to promote a fun way for participants to learn about McManamen Park and identify plants and animals in the area. After completion of the activity, participants could go on-line to claim a prize. The Board hopes to encourage families, youth groups, teachers and students to visit the park and enjoy the outdoors and educational activities. Ms. McManamen stated that the total start-up cost is \$8,000 and the board has received \$4,000 in donations. The Parks & Beautification Board is requesting funding from the City in the amount of \$4,000. Wyoming Game & Fish has offered to help design and customize the brochure to specifically reflect the habitat in the McManamen Park area. Council was in favor of proceeding with the project utilizing 1% funds.

Review April 16th Council Agenda

The Council Agenda items were reviewed and discussed.

City Administrator Davidson informed Council that the Fire Department has requested to close Wenger Drive, in the proximity of Fire Station #3, on May 8th and May 15th to allow them enough area to unroll and work with fire hoses. Because there was not enough notice to prepare a street closure for Council's approval, a permit was issued through the Engineering Department to allow an emergency street closure, which will meet the needs of the Fire Department.

Executive Session

Councilman Carsrud 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 6:36 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Louise Carter-King, Mayor

Publish date: May 15, 2019



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DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Regular Meeting - May 7, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Regular Meeting - May 7, 2019](#)

A meeting of the City Council was held on Tuesday the 7th day of May 2019.

Present were Councilmen Carsrud, McLeland, Lundvall, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Henderson, Muzzarelli, and Wilde; Managers Rogers, Schoen, Palazzari, and Toscana; City Clerk Staskiewicz.

Invocation, Pledge of Allegiance, and National Anthem

The Invocation was led by Reverend Lyn Davenport of Holy Trinity Episcopal Church. The Pledge of Allegiance was led by Pronghorn Elementary Student Representatives.

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Pre-Meeting – April 16, 2019; Regular Meeting – April 16, 2019; Special Meeting – April 23, 2019; Executive Session – April 30, 2019

Bills and Claims

Absolute Auto, LLC, 24,037.88; Adams, Jimmy, 162.55; Adecco Employment Services, 728.40; Advance Auto Parts, 690.82; Alsco, 1,528.24; Alyshia Vigil, 20.00; American Red Cross of Wyoming, 2,847.00; American Welding & Gas Inc, 31.58; Anixter Power Solutions, 65,665.06; Annallectia Brodie, 300.00; Assure Co Risk Management & Regulator Compliance, 350.00; AT&T Mobility National Accounts, 5,344.83; Avolve Software Corporation, 12,755.95; AVP Consulting LLC, 48.78; Axon Enterprise Inc, 210.00; Ayden Kniffen, 10.00; Best Best & Krieger LLP, 1,336.00; Big Horn Tire Inc, 3,971.82; Bighorn Hydraulics Inc, 60.60; Black Cat Construction LLC, 1,092.00; Black Hills Energy, 8,670.69; Black Hills Energy, 15,643.75; Black Hills Power & Light, 189,006.85; Black Hills Power & Light, 32,397.51; Black Hills Power & Light, 7,631.60; Black Hills Power & Light, 458,091.64; Black Hills Wyoming LLC, 456,284.15; Black Hills Wyoming LLC, 3,609.34; Black Hills Wyoming LLC, 248,416.52; Blocker and Wallace Service LLC, 3,677.45; Blue Cross Blue Shield of Wyoming, 98.46; Blue Cross Blue Shield of Wyoming, 54,117.59; Blue Cross Blue Shield of Wyoming, 57,486.80; Blue Cross Blue Shield of Wyoming, 88,995.73; Blue Cross Blue Shield of Wyoming, 60,468.21; Blue Cross Blue Shield of Wyoming, 13,215.56; Blue Cross Blue Shield of Wyoming, 72,420.37; Blue Cross Blue Shield of Wyoming, 443.88; Blue Cross Blue Shield of Wyoming, 54,069.64; Bomgaars Supply, 602.43; Border States Electric, 7,033.26; Boys and Girls Club of Campbell County, 22,141.00; Bradley Taylor, 100.00; Bryan Miller, 251.00; Buffalo Federal Bank, 1,214.70; Burns and McDonnell Corporation, 107,650.31; Calibration Technicians & Supply Inc, 56.50; Campbell County Chamber of Commerce, 5,000.00; Campbell County Commissioners, 3,321.00; Campbell County Coordinated Benefits Trust, 2,970.97; Campbell County Coordinated Benefits Trust, 136.25; Campbell County Hospital District, 613.00; Campbell County Hospital District, 460.00; Campbell County Juvenile, 3,163.00; Campbell County Juvenile, 43,277.50; Campbell County Landfill, 70,346.25; Campbell County Public Land Board Complex, 319,469.57; Campbell County Senior Citizen Center, 106,909.00; Campbell County Senior Citizen Center, 1,042.00; Central Truck & Diesel Inc, 502.31; Central Truck & Diesel Inc, 44.06; CenturyLink, 241.00; CenturyLink, 2,348.25; Charter Media, 406.80; Cindy Bren, 100.00; Cindy Staskiewicz, 157.53; City of Gillette, 9.27; City of Gillette, 7.92; City of Gillette, 40.30; City of Gillette, 78.76; City of Gillette, 132.10; City of Gillette - Petty Cash, 154.26; Clark Real Estate, 50.00; Climb Wyoming, 9,331.00; Cohn, Amber & Jonathan, 118.15; Collection Professionals Gillette, 590.43; Communication Technologies Inc, 515.00; Compression Leasing Services, 407.91; Condrey and Associates, Inc, 26,250.00; Council of Community Services, 7,907.00; Craig Furman, 200.00; Crum Electric Supply Company, 260.64; Cruz, Wilnitzave, 123.04; Cummins Rocky Mountain Inc, 1,021.42; Dads Truck and Auto LLC, 375.00; Dana Kepner Company Inc, 58,964.50; Debra Semple, 234.00; Delta Dental of Wyoming, 29,755.99; Department of Energy, 46,866.16; Desert Mountain Corporation, 38,954.18; Diebold Inc, 1,504.94; Doud BTS Inc, 3,446.00; DOWL LLC, 8,970.00; DRM Inc, 3,380.00; Dustin Fisher, 500.00; Eastview Estates LLC, 64.40; Eaton Sales & Service LLC, 605.00; Employment Testing Services Inc, 668.00; Energy Capital Economic Development, 30,000.00; Energy Laboratories Inc, 3,315.00; Fairmont Supply Company, 167.04; Farmer Brothers Company, 555.71; Fastenal Company, 94.98; Finley Trust, 27.17; First Interstate Bank of Gillette, 31.06; First National Bank of Gillette, 12,286.48; Frandson Safety Inc, 3,685.67; Galls, an Aramark Company, 277.80; Garry Ginn, 100.00; GE Digital LLC, 12,200.66; Gillette Abuse Refuge Corporation, 20,243.00; Gillette Contractors Supply Inc, 4,977.51; Gillette Reproductive Health, 9,489.00; Gillette Steel Center, 260.50; Gillette Winnelson Company, 452.42; Gipson, Cory, 153.88; Gudgel, Amanda, 128.81; Habayeb, Sarah, 162.50; Hannah, Corey, 17.49; Hatcher, Jessica, 200.00; HDR Inc - US Engineering Accounts Receivable,

1,334.26; Hillyard Inc, 282.40; Hladky Construction, 110,578.28; Homax Oil, 27,947.25; Hot Iron, 99,010.23; Hotline Electrical Sales & Service LLC, 3,073.00; HP Inc, 252.50; Hub International Mountain States Limited, 100.00; Inberg Miller Engineers, 1,535.00; Inland Truck Parts, 1,297.60; Intermountain Record Center Inc, 733.95; J B Storage Containers, 4,800.00; Jack's Truck Center Inc, 2,511.48; Jennifer Ivory, 50.00; Jeremy Guernsey, 235.00; JLC Sign Systems Inc, 510.00; Johnson, Wyona, 140.66; Kadrmas Lee & Jackson Inc, 2,963.78; Kaseya US LLC, 1,316.94; Khan, Robina, 14.89; KOIS Brothers Equipment Company, 218.55; KOIS Brothers Equipment Company, 3,513.32; Kris Hunter, 100.00; Ladonna Hatch, 535.00; Layne Christensen Company, 590.19; Lazarus, Tyler, 173.46; Line Finders, LLC, 2,365.00; Marker, Margaret, 110.91; McDonald, Stacie & Christian, 224.73; Melanie Edwards, 260.00; Midland Implement Co Inc, 63,012.63; MII Life Insurance, Incorporated, 3,956.52; MII Life Insurance, Incorporated, 3,827.62; MII Life Insurance, Incorporated, 3,599.92; MII Life Insurance, Incorporated, 7,099.12; Moeller, Stacey, 106.63; Morrison Maierle Inc, 4,076.03; Newman Signs Inc, 105.00; News Record, 8,567.00; Norco Inc, 1,920.59; Olson, Jacob, 117.78; One Call of Wyoming Corp, 152.25; Optum Health Financial Services, 145.75; Outliers Creative, LLC, 650.00; Paintbrush Sewer & Drain, 1,325.80; Parkside Apts, 32.00; Parkside Apts, 51.03; Partner Software Inc, 6,000.00; PCA Engineering Inc, 11,723.88; Personal Frontiers Inc, 9,489.00; Phoenix, Brad, 15.30; Phoenix, Brad, 17.65; Phoenix, Brad, 17.65; Phoenix, Brad, 17.65; Phoenix, Brad, 37.70; Pokeys BBQ, 925.00; Postal Pros Southwest Inc, 10,809.01; Powder River Energy Corporation, 8,726.46; Powder River Heating & Conditioning Corporation, 5,523.92; Pro Force Marketing Inc, 2,529.60; ProElectric Inc, 11,578.76; ProElectric Inc, 22,501.64; Purvis Industries, LLC, 424.28; Rachel Kristiansen, 415.00; Record Supply Inc NAPA, 261.96; Riggs, Robert, 110.69; Roadrunner Taxi, 50.00; Ryley Constable, 25.00; Sage Ridge Apts, 41.97; Salt Lake Wholesale Sports, 102.20; Sandra Cross, 50.00; Sara Costello, 25.00; Saydie Uddin, 500.00; Schmid, Aaron, 181.56; Schubert, Amy & Joe, 32.65; Scott Brothers Inc, 1,247.96; Scribner, Tasha, 52.60; Second Chance Ministries, 6,326.00; Shay Follum, 250.00; Signboss LLC, 920.00; Silas Fitzsimmons, 125.00; Simon Contractors, 259.00; Sioux Falls Children's Home Society, 300.00; Skaggs Companies Inc, 314.95; Snead, Charles & Ida, 9.10; Source Office Products, 3,101.32; Southwestern Equipment Company, 2,340.47; Stacey Moeller, 250.00; Stuart C Irby Co, 646.29; Sundance Equipment Company, 233.61; Tangia Merchant, 200.00; Target Sign Company Inc, 300.00; Team Laboratory Chemical Corporation, 1,921.00; Technical Marketing MFG Inc, 4,689.60; Temple, Wyatt, 84.88; That Embroidery Place, 531.04; Theodore Milner, 10.00; Thomson West, 492.00; Thunder Rock LP, 65.99; Titan Machinery Inc, 4,188.42; Total Administration Services Corp., 3,619.52; Traffic Parts Inc, 5,278.30; TW Enterprises Inc, 1,614.00; Tyler Technologies Inc, 30,813.74; UMB Bank, 60,179.57; Universal Athletic Service, 646.00; Verizon Wireless, 503.76; Verizon Wireless, 1,391.02; Verizon Wireless, 3,281.28; Visionary Communications, 969.14; Visitation & Advocacy for 6th Judicial District, 17,396.00; Wal-Mart, 172.99; Warlow Drive Apartments, 25.00; Warne Chemical & Equipment Co, 4,174.20; Waste Connections, Inc., 478.35; Waylon Rader, 25.00; Wendland, Kayla, 158.81; Wesco Receivables Corp, 8,939.46; Westcoast Rotor Inc, 4,509.48; Western Waste Solutions Inc, 4,030.00; Williams, Suzanna, 159.01; Wireless Advance Communication, 17,526.99; WYODAK Resources Development Corp, 36,368.13; WYODAK Resources Development Corp, 186,925.54; Wyoming Department of Agriculture, 50.00; Wyoming Department of Health, 936.00; Wyoming Dept of Transportation, 15.00; Wyoming Law Enforcement Academy, 1,395.00; Wyoming Machinery Co, 4,563.59; Wyoming Marine, 394.43; Wyoming Rents LLC, 1,234.64; Wyoming Secretary of State, 30.00; Wyoming State Revenue and Tax, 106,679.80; Wyoming Supreme Court, 10,136.71; WYOSTAR, 1,637.99; Xerox Corporation, 59.10; Youth Emergency Services Inc, 46,812.00; Zimmerschied, Sara, 95.52; Zoetis Inc, 333.00

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

Comments

Council Comments – Councilman Montgomery thanked citizens for attending the send-off for the deployment of Gillette's Alpha Battery, a Unit of the 2nd Battalion, 300th Field Artillery, and he wished the soldiers a speedy return home.

Councilman Carsrud informed citizens that May 11th is the kick-off for the annual Trash-a-Thon community clean up.

Other Comments – Council recognized the City of Gillette 1st Quarter P.R.I.D.E. recipient, Vicky Skadsem, Building Inspection. Mayor Carter-King proclaimed the month of May 2019 as Building Safety Month.

Communications Manager Palazzari gave a video presentation of past and future community events.

Unfinished Business

Ordinance 2nd Reading

ORDINANCE 19-03

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3661 AND ASSOCIATED VILLAS AT LEGACY RIDGE PLAT TO BE KNOWN AS THE AMENDED PLANNED UNIT DEVELOPMENT, THE VILLAS AT LEGACY RIDGE, PHASE I, TO THE CITY OF GILLETTE, WYOMING

(March 5, 2019 Council Meeting: Item tabled until April 16, 2019.) (April 16, 2019 Council Meeting: Item tabled until May 21, 2019)

ORDINANCE 19-08

AN ORDINANCE APPROVING AND AUTHORIZING A ZONING TEXT AMENDMENT TO AMEND THE ZONING ORDINANCE OF THE CITY OF GILLETTE, WYOMING, TO AMEND SECTION 16, DEFINITIONS (sss) (1); SECTION 10, SIGN REGULATIONS 10.f.(1), SECTION 10.f.(1).(g), AND EXHIBIT 10-2, SUBJECT TO ALL PLANNING REQUIREMENTS

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

New Business

Minute Action

Councilman Montgomery made a motion to approve a street closure on Gillette Avenue, from 1st Street to 2nd Street, on Saturday, June 29th from 9:00 a.m. to 10:00 p.m. for a Coal Country Gravel Grinder Bicycling Event, Festival, and Concert, that will include an open container permit and outdoor music, requested by David Bauer of Energy Addicts; seconded by Councilman McLeland. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Carsrud made a motion to approve a bid award for the Madison Pump Station Roof Replacement Project to Wyoming Roofing, LLC, in the amount of \$91,950; seconded by Councilman McLeland. Administrator Davidson provided an explanation regarding the consideration. Councilman Carsrud inquired about a warranty. City Engineer Schoen informed Council of a 1-year warranty on the installation of the roof and a fabrication warranty on the roof's metal. All voted aye. The motion carried.

Councilman Lundvall made a motion to approve a professional services agreement for construction management associated with the Madison Pump Station Roof Replacement Project with Morrison Maierle, Inc., in the amount of \$15,135; seconded by Councilman Montgomery. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve a bid award for the Goldenrod Avenue Additional Repairs Project to GW Construction in the amount of \$107,721.50 (1% Project); seconded by Councilman McLeland. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Carsrud made a motion to approve a bid award for the Animal Control temporary facility remodel to Skyline Builders in the amount of \$74,340; seconded by Councilman Lundvall. Administrator Davidson provided an explanation regarding the consideration. Public Works Director Wilde informed Council that this first phase of the Animal Control remodel would begin immediately, to prepare the temporary building for use while the existing Animal Control building was under remodel. All voted aye. The motion carried.

Appointments

Councilman Montgomery made a motion to appoint Mayor Louise Carter-King as the voting delegate, and City Administrator Patrick G. Davidson as the alternate voting delegate, for the 2019 Wyoming Association of Municipalities Summer Convention; seconded by Councilman Carsrud. All voted aye. The motion carried.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 7:36 p.m. The next regularly scheduled meeting will be held on May 21, 2019, 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)

Louise Carter-King, Mayor

ATTEST:

Cindy Staskiewicz, City Clerk

Publication Date: May 15, 2019



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DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Work Session - May 14, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Work Session - May 14, 2019](#)

A Work Session Meeting of the City Council was held on Tuesday the 14th day of May 2019.

Present were Councilmen Brown, Carsrud, McLeland, Montgomery, and Mayor Carter-King; Administrator Davidson; Attorney Reyes; Directors Cole, Henderson, Muzzarelli, and Wilde; Managers, Birk, Jensen, Molder, Schoen, D. Wasson, Lt. Deaton, Palazzari and Toscana; Financial Analyst/Accountant Palmer, Grants/Payroll Specialist Lenz, and City Clerk Staskiewicz.

Warm Up Items

Public Works Director Wilde informed Council that Wyoming Department of Transportation's street striping contractor improperly striped the intersection of Gillette Avenue and 2nd Street, and they will work to correct the error. Director Wilde also stated that the Bulldogs will host "The Boys of Summer Baseball Tournament" with 39 teams from Montana, South Dakota, Nebraska, and Wyoming, at the Energy Capital Sports Complex. Director Wilde added that three (3) additional tournaments are currently scheduled for the Complex this summer.

Councilman Montgomery reminded citizens that school will soon be out for the summer and to use caution when driving and watch for bicycles and children playing.

YES House Community Development Block Grant (CDBG)

Tatyana Walker, Development Director, and Sherri England, Executive Director of the YES House, informed Council of Community Development Block Grant funding they are seeking for the remodel of the Boys' Cottage Residential/Group Home and the Crisis Shelter. Development Director Walker stated that the USDA & Department of Agriculture inspected the facilities and determined health concerns with three (3) kitchens and two (2) common areas. The total cost of the project, including demolition costs, would be \$270,599. Mayor Carter-King expressed concern that sponsoring this project would hinder the City from receiving block grant funding for other projects. City Administrator Davidson informed Council that the City's sponsorship would be a formality of having a governmental entity assisting with the receipt of the funds and ensuring accountability, and there would be no foreseeable funding consequences for the City. Administrator Davidson stated that the public hearing and consideration of the grant would be brought before Council at the May 21, 2019 Council meeting.

Wastewater Condition Assessment

Utilities Director Cole notified Council that a Resolution would be presented for consideration on the May 21st agenda, to address the sale of surplus wood chips at the yard-waste site at the Wastewater Facility. Approval of the Resolution would allow contractors and residents to purchase a maximum of 50 cubic yards of wood chips per month, at a cost of \$20 per cubic yard.

Director Cole informed Council that HDR Engineering was in the final stages of completing an assessment of the Wastewater Treatment Plant. Director Cole introduced DelRon Peters, Heath Turbiville, and Nick Van Wyhe of HDR Engineering. Mr. Turbiville outlined the process of the facility assessment, including goals, objectives, priorities, and procedures for achieving the goals. Mr. Peters addressed the aging infrastructure and the previous improvements and updates completed in 1984 and 2005. Mr. Van Wyhe presented Council with the high priority recommendations. He reported that the high priority items were all to address issues with the original facility built in 1974. The top ten (10) projects recommended for completion over the next five (5) years included: 1A - upgrade to headworks/WWTF entrance/compost facility & screening; 1B - replace solids thickening equipment; 1C - dewatering redundancy; 1D - safety items; 1E - electrical/safety; 1F - replace corroded site piping and valves; 1G - roof replacement and HVAC improvements; 1H - boiler replacement and heat exchange redundancy; 1I - primary clarifiers improvements; 1J - redundant UV system. Projects 1A and 1B were recommended for completion in the upcoming fiscal year with an estimated cost of \$11,500,000. The medium priority projects recommended for completion in 5-10 years included: 2A - electrical upgrades; 2B - replacement of PC splitter box gates; 2C - RAS and digester improvements; 2D - redundant UV; 2E - expansion of compost concrete. The low priority projects recommended for completion in 10-20 years included: 3A - building improvements; 3B - expansion of compost concrete.

Mr. Turbiville presented Council with funding sources, which included the Wyoming Office of State Lands and Investments; EPA & Wyoming SRF; U. S. Department of the Interior, Office of Surface Mining Reclamation and Enforcement; and the WIFIA Program. He stated that the WIFIA Program offered funding for large municipal projects with payments deferred until the completion of the project. The next steps would be to pursue a preliminary design, identify the construction phasing, and determine

the 20-year investment. City Administrator Davidson confirmed it was important to know the priorities, leverage available funds, and work toward completion.

Interstate Industrial Special Improvement District

City Administrator Davidson gave Council a brief overview of the special improvement district process. Mr. Davidson informed Council that the public hearing for the assessment would be held on May 28th, at a Special Meeting. Mayor Carter-King expressed concern that the public hearing was not scheduled for a Council meeting in the Council Chambers, and requested that the meeting date be amended. City Attorney Reyes informed Council that the public hearing had already been advertised for May 28th and letters had been sent to all property owners notifying them of the upcoming meeting. Attorney Reyes advised that it would not be judicious to change the established public hearing date. He suggested that the meeting be held on the advertised date and move the location to the Council Chambers. Attorney Reyes explained that anyone intending to dispute or contest the assessment, must do so in writing, prior to the public hearing. Only those that submit a written objection would be allowed to speak to their objection at the public hearing.

City Engineer Joe Schoen presented Council with details regarding the history of the project, and information regarding the State Revolving Fund loan in the amount of \$2,050,000 (with 25% principal forgiveness) through the State Loan and Investment Board (SLIB) in February of 2017, which led to the formation of the Local Improvement District (LID) in November of 2017. Mr. Schoen pointed out that the project has been completed, and the City now owns and maintains the water, sewer, and streets in the subdivision. The local improvement funds will be utilized for repayment of the SLIB loan. Engineer Schoen explained the formation of the local improvement district and the process leading to the finalization of the LID. Engineer Schoen reported that the “worst-case scenario” estimated assessment in May of 2017 was \$46,458 per property. Project costs for the water main and appurtenances was \$1,768,012.44. Due to the 25% principle forgiveness on the DWSRF loan in the amount of \$441,372.37, and a one-time payment of \$45,000, which decreased the total project cost, and the additional costs of \$30,785.67 for the loan origination fee and interest payment, the total assessment cost was \$1,312,425.74 for all 44 parcels. The actual assessment for each parcel calculates to \$29,827.86, which can be paid in full, without interest, within 30 days of approval of the ordinance. Property owners can choose to pay 15 equal annual payments, with an interest rate of 2.5% (which is the same interest rate that the City was charged for the loan with DWSRF). The first assessment would be due one (1) year from the date of the approval of the 3rd reading of the ordinance.

Mayor Carter-King agreed that the public hearing could proceed on March 28th. She requested that City Engineer Schoen give a PowerPoint presentation at that meeting to inform property owners of the process.

Council Agenda Review

Council reviewed and discussed the upcoming Council agenda items.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 7:30 p.m.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Louise Carter-King, Mayor

Publish date: May 22, 2019



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

www.gillettewy.gov

DATE: 5/21/2019 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:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Bills and Claims
<input type="checkbox"/> Bills and Claims - Prepaids
<input type="checkbox"/> Wire Transfers
<input type="checkbox"/> UMB-Bank

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1630-DISPLAY SALES			
	93960	OS INVENTORY	632.60
	93961	OS INVENTORY	806.00
		VENDOR TOTAL:	1,438.60
99999-MISC RESTITUTIONS			
	93877	RESTITUTION PAYMENT FROM ERICK SERRA	31.30
	93878	RESTITUTION PAYMENT FROM DAVID MORGAN	33.88
	93879	RESTITUTION PAYMENT FROM LAUREN BOWDEN	100.00
	93880	RESTITUTION PAYMENT FROM MERLENE COSSITT	120.00
	93881	RESTITUTION PAYMENT FROM SIERRA HARNISH	100.00
	93882	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	93883	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	93884	RESTITUTION PAYMENT FROM WAYNE BOIKE	150.00
		VENDOR TOTAL:	555.18
1511-NORCO INC			
	93972	CUSTODIAL INVENTORY	1,468.42
	93974	CUSTODIAL INVENTORY	501.13
	93975	CUSTODIAL INVENTORY	122.12
		VENDOR TOTAL:	2,091.67
2066-SOURCE OFFICE PRODUCTS			
	93976	OS INVENTORY	1,219.19
		VENDOR TOTAL:	1,219.19
2300-WESTERN STATIONERS			
	93984	OS INVENTORY	856.00
		VENDOR TOTAL:	856.00
2437-WYOMING LAW ENFORCEMENT ACADEMY			
	93353	APRIL 2019 OFFICE TRAINING FEES	305.00
		VENDOR TOTAL:	305.00
		DIVISION TOTAL:	6,465.64
		DEPARTMENT TOTAL:	6,465.64

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE		
93292	GOVERNOR'S LUNCHEON 2019	140.00
	VENDOR TOTAL:	140.00
2487-LOUISE CARTER KING		
93897	INTERNET REIMBURSEMENT	32.49
	VENDOR TOTAL:	32.49
2710-TIM CARSRUD		
93896	INTERNET REIMBURSEMENT	30.90
	VENDOR TOTAL:	30.90
2431-WYOMING ASSOCIATION MUNICIPALITIES		
93293	2019 WAM SUMMER CONVENTION	230.00
	VENDOR TOTAL:	230.00
	DIVISION TOTAL:	433.39
02-ADMINISTRATION		
1554-DEBRA SEMPLE		
93328	ADVERTISING	630.00
93329	ADVERTISING	370.00
93330	ADVERTISING	300.00
93331	ADVERTISING	168.00
	VENDOR TOTAL:	1,468.00
1145-LEGEND COMMUNICATIONS OF WYOMING		
93333	ADVERTISING	653.00
	VENDOR TOTAL:	653.00
1482-NEWS RECORD		
93351	ADVERTISING	1,698.25
	VENDOR TOTAL:	1,698.25
3880-OUTLIERS CREATIVE, LLC		
93327	ADVERTISING	650.00
	VENDOR TOTAL:	650.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
02-ADMINISTRATION		
3369-POSTAL PROS SOUTHWEST INC		
93326	ADVERTISING	154.80
	VENDOR TOTAL:	154.80
2431-WYOMING ASSOCIATION MUNICIPALITIES		
93293	2019 WAM SUMMER CONVENTION	460.00
	VENDOR TOTAL:	460.00
	DIVISION TOTAL:	5,084.05
04-SPECIAL PROJECTS		
1958-PCA ENGINEERING INC		
93912	ENERGY SPORTS COMPLEX - MASTER PLAN UPDATE	12,803.75
	VENDOR TOTAL:	12,803.75
	DIVISION TOTAL:	12,803.75
32-JUDICIAL		
2483-CAMPBELL COUNTY SHERIFF		
93390	MARCH 2019 PRISONER BILLING	1,125.00
	VENDOR TOTAL:	1,125.00
2754-GOVOLUTION, LLC		
93295	APRIL 2019 CREDIT CARD FEES	48.60
	VENDOR TOTAL:	48.60
	DIVISION TOTAL:	1,173.60
	DEPARTMENT TOTAL:	19,494.79

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1753-EMPLOYMENT TESTING SERVICES INC			
93208		POST ACCIDENT & PRE-EMPLOYMENT TESTING	342.00
93238		PRE-EMPLOYMENT TESTING	136.00
93367		PRE-EMPLOYMENT AND POST ACCIDENT TESTING	562.00
		VENDOR TOTAL:	1,040.00
		DIVISION TOTAL:	1,040.00
		DEPARTMENT TOTAL:	1,040.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	280.00
		VENDOR TOTAL:	280.00
		DIVISION TOTAL:	280.00
26-CUSTOMER SERVICE			
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	1,049.00
		VENDOR TOTAL:	1,049.00
1898-ONLINE UTILITY EXCHANGE			
	93214	UTILITY EXCHANGE REPORT	308.10
		VENDOR TOTAL:	308.10
3369-POSTAL PROS SOUTHWEST INC			
	93210	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,282.23
	93211	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,680.27
	93212	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,968.21
	93213	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,063.97
		VENDOR TOTAL:	8,994.68
2195-UNIVERSAL ATHLETIC SERVICE			
	93215	SHIRTS	64.00
		VENDOR TOTAL:	64.00
		DIVISION TOTAL:	10,415.78
31-CITY CLERK/PRINT SHOP			
1082-ARROW PRINTING AND GRAPHICS INC			
	93374	INVOICE/STATEMENT PERPED PAPER	52.50
		VENDOR TOTAL:	52.50
1381-CITY OF GILLETTE			
	93361	PETTY CASH REIMBURSEMENT 5/9/19	79.00
		VENDOR TOTAL:	79.00
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	36.50
		VENDOR TOTAL:	36.50

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
31-CITY CLERK/PRINT SHOP		
1482-NEWS RECORD		
93397	APRIL 2019 LEGAL ADVERTISING	4,057.81
	VENDOR TOTAL:	4,057.81
2151-ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC		
93209	STAPLES FOR KYOCERA COPIER	118.00
93332	COPIER MAINTENANCE	784.39
93398	COPIER MAINTENANCE	557.66
	VENDOR TOTAL:	1,460.05
	DIVISION TOTAL:	5,685.86
34-INFORMATION TECHNOLOGY		
1007-ACCESS DATA CORPORATION		
93237	FORENSIC SOFTWARE	1,222.76
	VENDOR TOTAL:	1,222.76
1358-CENTURYLINK		
93368	PHONE CHARGES	1,620.29
	VENDOR TOTAL:	1,620.29
3976-GRANICUS LLC		
93236	WEBSITE PARKS RESERVATION REPORT INTERFACE	1,200.00
	VENDOR TOTAL:	1,200.00
1313-MOTOROLA		
93206	SPILLMAN	44,486.30
	VENDOR TOTAL:	44,486.30
3522-TRI COUNTY TELEPHONE ASSOCIATION INC		
93235	EXACQVISION	3,619.63
	VENDOR TOTAL:	3,619.63
2179-TYLER TECHNOLOGIES INC		
93207	TYLER NOTIFY	13,913.06
	VENDOR TOTAL:	13,913.06

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2828-UPSTATE WHOLESALE SUPPLY, INC			
	93977	SCANAID CONSUMABLE PARTS KIT F	200.00
		VENDOR TOTAL:	200.00
2247-VISIONARY COMMUNICATIONS			
	93299	MONTHLY INTERNET	668.71
		VENDOR TOTAL:	668.71
		DIVISION TOTAL:	66,930.75
		DEPARTMENT TOTAL:	83,312.39

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2483-CAMPBELL COUNTY SHERIFF			
	93389	DUI BLOOD DRAWS	300.00
	93390	MARCH 2019 PRISONER BILLING	4,325.00
		VENDOR TOTAL:	4,625.00
2597-CRAIG FURMAN			
	93393	DUI BLOOD DRAW	50.00
		VENDOR TOTAL:	50.00
1916-GALLS INC			
	93391	UNIFORM SHIRTS	101.90
		VENDOR TOTAL:	101.90
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	37.40
		VENDOR TOTAL:	37.40
2053-PRO FORCE LAW ENFORCEMENT			
	93394	FIREARMS	714.00
		VENDOR TOTAL:	714.00
		DIVISION TOTAL:	5,528.30
44-ANIMAL CONTROL			
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	81.40
		VENDOR TOTAL:	81.40
		DIVISION TOTAL:	81.40
45-ANIMAL SHELTER			
2163-ZOETIS INC			
	93392	VACCINATIONS	208.50
		VENDOR TOTAL:	208.50
		DIVISION TOTAL:	208.50
		DEPARTMENT TOTAL:	5,818.20

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-MAINT OF CITY BUILDINGS		
1040-ALSCO		
93320	RUG CLEANING	16.80
93321	RUG CLEANING	16.80
93322	RUG CLEANING	54.24
93323	RUG CLEANING	43.19
93379	RUG CLEANING	54.24
93381	RUG CLEANING	43.19
	VENDOR TOTAL:	228.46
1464-CRESCENT ELECTRIC SUPPLY		
93380	PROJECTOR REPAIR 3RD FLOOR CONFERENCE ROOM	72.72
	VENDOR TOTAL:	72.72
1844-FARMER BROTHERS COMPANY		
93375	COFFEE AT CITY HALL	518.24
	VENDOR TOTAL:	518.24
1919-PAINTBRUSH SEWER & DRAIN		
93319	RECYCLE PAPER AT CITY BUILDINGS	120.00
	VENDOR TOTAL:	120.00
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
93305	IT HVAC	156.00
	VENDOR TOTAL:	156.00
1776-SCOTT BROTHERS INC		
93304	MOVE ELECTRIC FOR TOWER CONCRETE	1,013.06
	VENDOR TOTAL:	1,013.06
2195-UNIVERSAL ATHLETIC SERVICE		
93222	SHIRTS	35.00
	VENDOR TOTAL:	35.00
2212-VAN EWING CONSTRUCTION		
93324	REPLACE OVERHEAD DOOR ANS COUNTER TOPS	10,000.00
	VENDOR TOTAL:	10,000.00
	DIVISION TOTAL:	12,143.48

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
50-PUBLIC WORKS ADMIN		
2195-UNIVERSAL ATHLETIC SERVICE		
93222	SHIRTS	30.00
	VENDOR TOTAL:	30.00
	DIVISION TOTAL:	30.00
51-PARKS		
1040-ALSCO		
93225	UNIFORM CLEANING	35.60
93226	UNIFORM CLEANING	5.10
93376	UNIFORM CLEANING	35.60
93377	UNIFORM CLEANING	5.10
	VENDOR TOTAL:	81.40
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
93218	ANTELOPE VALLEY PARK WATER	6.50
	VENDOR TOTAL:	6.50
3904-CBH CO-OP		
93310	PLUMBING REPAIR	13.37
93311	TOOLS FOR UNIT 155 SEASONAL TRUCK	29.98
93312	PUSH BROOMS	51.58
93313	SHACKLES	73.74
93314	TOOLS TO CLEAN BBQ GRILLS AT PARKS	15.98
	VENDOR TOTAL:	184.65
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
93387	CRESTVIEW PARK WATER	6.50
	VENDOR TOTAL:	6.50
3049-EDGE ELECTRIC, INC		
93386	DALBEY PARK BUILDING ELECTRIC REPAIRS	185.64
	VENDOR TOTAL:	185.64
55555-MISC EMPLOYEE VENDOR		
93876	REIMBURSEMENT	173.51
	VENDOR TOTAL:	173.51

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
2195-UNIVERSAL ATHLETIC SERVICE		
93222	SHIRTS	171.00
	VENDOR TOTAL:	171.00
2615-WYOMING DEPT OF EMPLOYMENT		
93302	1ST QTR UNEMPLOYMENT	3,171.14
	VENDOR TOTAL:	3,171.14
	DIVISION TOTAL:	3,980.34
53-FORESTRY		
1006-AC TREE SERVICE		
93303	TREE TRIMMING	13,350.00
	VENDOR TOTAL:	13,350.00
	DIVISION TOTAL:	13,350.00
54-STREETS		
1040-ALSCO		
93223	UNIFORM CLEANING	48.50
	VENDOR TOTAL:	48.50
2958-LINE FINDERS, LLC		
93221	STORM DRAIN CLEANING	1,720.00
93382	STORM DRAIN CLEANING	1,881.25
93383	STORM DRAIN CLEANING	1,182.50
	VENDOR TOTAL:	4,783.75
1511-NORCO INC		
93384	APRIL 2019 CYLINDER RENT	37.14
	VENDOR TOTAL:	37.14
1897-ONE CALL OF WYOMING COPR		
93885	ONE-CALL OF WYOMING	141.00
	VENDOR TOTAL:	141.00
1958-PCA ENGINEERING INC		
93356	TESTING FOR TANNER/SINCLAIR REPAIR	441.80
	VENDOR TOTAL:	441.80

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1493-S & S BUILDERS			
	93220	ALLEY REPAIR	9,960.00
		VENDOR TOTAL:	9,960.00
2195-UNIVERSAL ATHLETIC SERVICE			
	93222	SHIRTS	454.00
		VENDOR TOTAL:	454.00
		DIVISION TOTAL:	15,866.19
		DEPARTMENT TOTAL:	45,370.01

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
1312-MORRISON MAIERLE INC			
	93920	BLACK HILLS TRUCKING DRAINAGE	5,257.06
		VENDOR TOTAL:	5,257.06
1958-PCA ENGINEERING INC			
	93403	COMPACTION TEST - 1709 SUNBURST	200.00
	93404	COMPACTION TEST - 407 HUNT (ALLEY)	200.00
		VENDOR TOTAL:	400.00
		DIVISION TOTAL:	5,657.06
61-BUILDING INSPECTION			
2754-GOVOLUTION, LLC			
	93295	APRIL 2019 CREDIT CARD FEES	37.30
		VENDOR TOTAL:	37.30
		DIVISION TOTAL:	37.30
		DEPARTMENT TOTAL:	5,694.36
		FUND TOTAL:	167,195.39

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
3894-CAMPBELL COUNTY LANDFILL			
	93358	APRIL 2019 DRIVE AND DROP	8,677.50
		VENDOR TOTAL:	8,677.50
1559-DOWL LLC			
	93919	CITY POOL PARKING LOT IMPROVEM	26,757.98
	93925	WINLAND INDUSTRIAL PARK WATER	1,667.50
	93926	2018 SANITARY SEWER MAIN REPLA	28,469.81
		VENDOR TOTAL:	56,895.29
1852-FEDERAL EXPRESS CORPORATION			
	93297	MISC SHIPPING	29.71
		VENDOR TOTAL:	29.71
1864-FIRST NATIONAL BANK OF GILLETTE			
	93914	ROADWAY BEAUTIFICATION RETAINA	8,957.55
	93918	PMS 2018 RETAINAGE	1,190.60
	93930	CITY POOL PARKING LOT IMPROVEM	21,662.12
		VENDOR TOTAL:	31,810.27
1866-FIRST NORTHERN BANK OF WYOMING			
	93928	2018 SANITARY SEWER MAIN REPLA	13,002.89
		VENDOR TOTAL:	13,002.89
1909-G AND G LANDSCAPING INC			
	93913	ROADWAY BEAUTIFICATION PROJECT	80,617.96
		VENDOR TOTAL:	80,617.96
1450-HDR ENGINEERING INC			
	93932	2019 SANITARY SEWER MAIN REPLA	5,068.50
	93933	DALBEY PARK TO GILLETTE COLLEG	698.36
		VENDOR TOTAL:	5,766.86
2909-INBERG MILLER ENGINEERS			
	93940	ALLEY PMS 2019	6,666.00
	93941	FORCE ROAD RETAINING WALL PROJ	2,750.50
	93942	2019 NEW SIDEWALKS PROJECT	2,777.00

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
		VENDOR TOTAL:	12,193.50
1754-KADRMAS, LEE & JACKSON INC			
	93931	2019 WATER MAIN REPLACEMENT	17,649.30
		VENDOR TOTAL:	17,649.30
1317-MOUNTAIN VIEW BUILDING INC			
	93927	2018 SANITARY SEWER MAIN REPLA	267,472.65
		VENDOR TOTAL:	267,472.65
1958-PCA ENGINEERING INC			
	93943	PMS 2019	9,946.95
		VENDOR TOTAL:	9,946.95
2033-POWDER RIVER CONSTRUCTION			
	93929	CITY POOL PARKING LOT IMPROVEM	194,959.06
		VENDOR TOTAL:	194,959.06
2071-PROELECTRIC INC			
	93405	DALBEY PARK ELECTRICAL REPAIR	670.58
		VENDOR TOTAL:	670.58
1802-SIMON CONTRACTORS			
	93917	PMS 2018	10,715.40
	93385	BACKFILL ROCK AT KIWANIS PARK	81.00
		VENDOR TOTAL:	10,796.40
2193-STRATA INC			
	93301	GEOTECHNICAL EXPLORATION	5,765.00
		VENDOR TOTAL:	5,765.00
2263-WASTE CONNECTIONS OF WYOMING			
	93354	DRIVE AND DROP	40,800.00
		VENDOR TOTAL:	40,800.00
		DIVISION TOTAL:	757,053.92
		DEPARTMENT TOTAL:	757,053.92
		FUND TOTAL:	757,053.92

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Invoice Number	Invoice Description	Amount
252-LID 52 - INTERST INDUSTRIAL		
99-MISCELLANEOUS		
99-MISCELLANEOUS		
2566-OFFICE OF STATE LANDS AND INVESTMENTS		
93291	PAYMENT TOWARD DWSRF#196	45,000.00
	VENDOR TOTAL:	45,000.00
	DIVISION TOTAL:	45,000.00
	DEPARTMENT TOTAL:	45,000.00
	FUND TOTAL:	45,000.00

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1852-FEDERAL EXPRESS CORPORATION		
93297	MISC SHIPPING	44.22
	VENDOR TOTAL:	44.22
1267-MELGAARD CONSTRUCTION COMPANY INC		
93396	PIPELINE RECLAMATION INTERSEED	2,223.19
	VENDOR TOTAL:	2,223.19
	DIVISION TOTAL:	2,267.41
	DEPARTMENT TOTAL:	2,267.41
	FUND TOTAL:	2,267.41

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
1358-CENTURYLINK			
	93368	PHONE CHARGES	727.96
		VENDOR TOTAL:	727.96
77777-MISC ONE TIME VENDOR			
	93874	IRRIGATION REBATE	40.00
		VENDOR TOTAL:	40.00
1482-NEWS RECORD			
	93397	APRIL 2019 LEGAL ADVERTISING	600.00
		VENDOR TOTAL:	600.00
2247-VISIONARY COMMUNICATIONS			
	93299	MONTHLY INTERNET	300.43
		VENDOR TOTAL:	300.43
		DIVISION TOTAL:	1,668.39
71-ELECTRICAL ENGINEERING			
1447-ANIXTER POWER SOLUTIONS			
	93370	FR CLOTHING	708.00
		VENDOR TOTAL:	708.00
		DIVISION TOTAL:	708.00
76-SCADA			
2309-WHITE'S FRONTIER MOTORS			
	93349	REPAIRS	222.00
		VENDOR TOTAL:	222.00
		DIVISION TOTAL:	222.00
		DEPARTMENT TOTAL:	2,598.39
		FUND TOTAL:	2,598.39

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
93307	UNIFORM CLEANING	39.64
93308	UNIFORM CLEANING	39.64
	VENDOR TOTAL:	79.28
2434-AMERICAN WELDING & GAS INC		
93315	CYLINDER RENT	31.00
	VENDOR TOTAL:	31.00
3894-CAMPBELL COUNTY LANDFILL		
93357	APRIL 2019 STREETS LANDFILL	15,515.25
93359	APRIL 2019 LANDFILL CHARGES	82,482.00
	VENDOR TOTAL:	97,997.25
3904-CBH CO-OP		
93400	WEIGHT TICKETS	75.00
	VENDOR TOTAL:	75.00
2195-UNIVERSAL ATHLETIC SERVICE		
93222	SHIRTS	252.00
	VENDOR TOTAL:	252.00
	DIVISION TOTAL:	98,434.53
	DEPARTMENT TOTAL:	98,434.53
	FUND TOTAL:	98,434.53

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1040-ALSCO			
	93234	UNIFORM CLEANING	31.60
	93241	UNIFORM CLEANING	55.09
		VENDOR TOTAL:	86.69
1184-BLACK HAWK CRANE AND RIGGING INC			
	93231	PULL PUMP AT PUMP STATION #1	630.00
		VENDOR TOTAL:	630.00
1792-ENERGY LABORATORIES INC			
	93239	TESTING	451.50
		VENDOR TOTAL:	451.50
1852-FEDERAL EXPRESS CORPORATION			
	93297	MISC SHIPPING	199.32
	93298	MISC SHIPPING	30.25
		VENDOR TOTAL:	229.57
1892-FRANDSON SAFETY INC			
	93232	MULTI-GAS MONITOR CALIBRATION	110.00
		VENDOR TOTAL:	110.00
3975-GRAY MATTER SYSTEMS, LLC			
	93360	GE INTELLIGENT PLATFORMS	373.62
		VENDOR TOTAL:	373.62
1821-IT OUTLET INC			
	93965	SWITCH INSTALLATIONS & EXPANSI	6,296.00
		VENDOR TOTAL:	6,296.00
1663-LAND SURVEYING INCORPORATED			
	93242	AERIAL PHOTOS OS NEW FACILITIES	1,375.00
		VENDOR TOTAL:	1,375.00
1312-MORRISON MAIERLE INC			
	93923	MADISON PUMP STATION ROOF REPL	847.50
		VENDOR TOTAL:	847.50

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1897-ONE CALL OF WYOMING COPR			
	93885	ONE-CALL OF WYOMING	141.00
		VENDOR TOTAL:	141.00
1919-PAINTBRUSH SEWER & DRAIN			
	93229	SEPTIC PUMPING	262.50
		VENDOR TOTAL:	262.50
2071-PROELECTRIC INC			
	93227	MADISON STATION REROOF	3,451.11
	93228	CONNECT GROUND WIRE TO GROUND BUS PANEL	63.50
	93233	COMPLETED STUBBING PVC AND WIRE INTO PANEL	63.50
		VENDOR TOTAL:	3,578.11
1802-SIMON CONTRACTORS			
	93230	2" BALLAST CRUSHED	265.98
	93240	2" BALLAST CRUSHED	523.64
		VENDOR TOTAL:	789.62
2615-WYOMING DEPT OF EMPLOYMENT			
	93302	1ST QTR UNEMPLOYMENT	-676.06
		VENDOR TOTAL:	-676.06
		DIVISION TOTAL:	14,495.05
		DEPARTMENT TOTAL:	14,495.05
		FUND TOTAL:	14,495.05

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4063-COOPER, JASON L			
	93202	UE 4296 113 TONK	88.77
		VENDOR TOTAL:	88.77
4061-COY, DANIEL			
	93200	UE 38976 2405 CHERYL	160.73
		VENDOR TOTAL:	160.73
4065-DERBY, LACEY			
	93204	UE 38770 1205 MUSCOVY	187.75
		VENDOR TOTAL:	187.75
4055-ENGLAND, KAYLA			
	93188	UE 25088 600 GARNER LAKE	62.01
		VENDOR TOTAL:	62.01
4050-GODWIN, QUINN			
	93183	UE 14268 602 LARAMIE	79.13
		VENDOR TOTAL:	79.13
4064-GUZMAN, ASHLEY			
	93203	UE 3724 201 BOXELDER	154.85
		VENDOR TOTAL:	154.85
4054-HARVEY, LORI			
	93187	UE 20838 700 KIOWA	75.14
		VENDOR TOTAL:	75.14
4059-HOFFMAN, RANDY			
	93198	UE 24178 2801 HARDER	177.94
		VENDOR TOTAL:	177.94
4058-LEB INC			
	93197	UE 9812 130 WESTHILLS	282.95
		VENDOR TOTAL:	282.95
4062-MILLER, BRANDON R			
	93201	UE 17693 2633 LEDOUX	10.14
		VENDOR TOTAL:	10.14

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	93193	UE 1474 208 ROSS	124.51
	93194	UE 4064 317 LAUREL	543.19
	93195	UE 4220 2103 GILLETTE	163.82
	93247	UE 2868 404 CIRCLE	299.07
	93248	UE 2876 412 CIRCLE	495.19
	93250	UE 4782 2501 DOGWOOD	56.65
	93251	UE 5058 103 WALNUT	20.87
	93252	UE 27160 806 GURLEY	171.09
	93253	UE 25032 600 GARNER LAKE	48.62
	93254	UE 5038 103 WALNUT	59.13
	93255	UE 40388 2507 LEDOUX	146.40
	93256	UE 17674 1101 ELON	45.06
	93257	UE 9722 267 WESTHILLS	100.32
	93258	UE 3380 1805 WAGONHAMMER	279.34
	93259	UE 3396 304 BOXELDER	171.78
	93260	UE 3516 1909 MAPLE	138.05
	93261	UE 39376 2603 SAMMYE	180.50
	93262	UE 39598 4809 MILTON	170.43
	93263	UE 40052 2503 LEDOUX	10.55
	93270	UE 5528 4000 ROANOKE	56.70
	93271	UE 5740 22 JAYHAWKER	106.97
	93272	UE 26730 3613 HAMILTON	201.56
	93279	UE 7220 2728 CASCADE	134.70
	93280	UE 7782 1103 MEADOW BROOK	138.40
	93281	UE 7950 2513 HILLCREST	287.20
	93282	UE 32140 4608 J CROSS	120.27
	93934	UE 6174 3205 ALBERTA	263.26
	93935	UE 8134 604 11TH	506.97
	93936	UE 8230 800 ROHAN	259.60

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
93937	UE 28044 1407 BUCKBOARD	6.44
93938	UE 28048 1409 BUCKBOARD	532.97
93939	UE 31120 1906 KENADIE	147.12
	VENDOR TOTAL:	5,986.73
4056-REYES, ANGELES		
93189	UE 3006 426 PRAIRIEVIEW	173.07
	VENDOR TOTAL:	173.07
4052-ROBINSON, ALLIC		
93185	UE 25542 1020 COUNTRY CLUB	155.72
	VENDOR TOTAL:	155.72
4060-SILVER SPUR TRADING LLC		
93199	UE 5988 1500 4-J	135.18
	VENDOR TOTAL:	135.18
4053-SLOAT, JAMIE		
93186	UE 33700 824 GURLEY	37.93
	VENDOR TOTAL:	37.93
4051-SMITHHART, HARMONY & JERRY		
93184	UE 2292 507 BROOKS	43.22
	VENDOR TOTAL:	43.22
4049-WEBER, LORI		
93182	UE 35306 713 EXPRESS	100.88
	VENDOR TOTAL:	100.88
	DIVISION TOTAL:	7,912.14
	DEPARTMENT TOTAL:	7,912.14

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1852-FEDERAL EXPRESS CORPORATION		
93297	MISC SHIPPING	39.82
93298	MISC SHIPPING	136.53
	VENDOR TOTAL:	176.35
1892-FRANDSON SAFETY INC		
93401	MULTI-GAS MONITOR CALIBRATION	22.00
	VENDOR TOTAL:	22.00
1264-MCM GENERAL CONTRACTORS		
93889	ANNUAL TRENCHING AND BORING AG	30,852.04
	VENDOR TOTAL:	30,852.04
1897-ONE CALL OF WYOMING COPR		
93885	ONE-CALL OF WYOMING	141.90
	VENDOR TOTAL:	141.90
1958-PCA ENGINEERING INC		
93886	PROFESSIONAL SURVEYING & EASEM	821.70
93887	PROFESSIONAL SURVEYING & EASEM	790.20
93888	PROFESSIONAL SURVEYING & EASEM	759.48
	VENDOR TOTAL:	2,371.38
2071-PROELECTRIC INC		
93890	ANNUAL MISCELLANEOUS ELECTRICAL	664.78
	VENDOR TOTAL:	664.78
1802-SIMON CONTRACTORS		
93402	PEA GRAVEL BACKFILL	111.21
	VENDOR TOTAL:	111.21
	DIVISION TOTAL:	34,339.66
	DEPARTMENT TOTAL:	34,339.66
	FUND TOTAL:	42,251.80

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1020-ADVANCED CUTTING TECHNOLOGIES			
	93245	DIGESTER TANK COATING PROJECT	3,647.37
		VENDOR TOTAL:	3,647.37
1040-ALSCO			
	93284	UNIFORM CLEANING	108.80
	93285	UNIFORM CLEANING	103.70
	93365	UNIFORM CLEANING	103.70
		VENDOR TOTAL:	316.20
1572-ARETE DESIGN GROUP			
	93352	UV DISINFECTION BUILDING ADDITION	4,426.48
		VENDOR TOTAL:	4,426.48
3894-CAMPBELL COUNTY LANDFILL			
	93325	APRIL 2019 WW LANDFILL CHARGES	933.00
		VENDOR TOTAL:	933.00
1400-COLORADO STATE UNIVERSITY			
	93243	TESTING	70.00
		VENDOR TOTAL:	70.00
1684-DRM INC			
	93362	SEWER REPAIR	14,916.38
		VENDOR TOTAL:	14,916.38
1792-ENERGY LABORATORIES INC			
	93246	TESTING	185.75
	93287	TESTING	24.50
	93294	TESTING	298.25
	93363	TESTING	24.50
	93364	TESTING	1,726.00
		VENDOR TOTAL:	2,259.00
1839-FALCON ENVIRONMENTAL CORPORATION			
	93290	PARTS	328.83
		VENDOR TOTAL:	328.83

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505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1852-FEDERAL EXPRESS CORPORATION			
	93298	MISC SHIPPING	315.28
		VENDOR TOTAL:	315.28
1862-FIRST INTERSTATE BANK OF GILLETTE			
	93922	WWTP DIGESTER TANK COATING RET	12,359.07
		VENDOR TOTAL:	12,359.07
1864-FIRST NATIONAL BANK OF GILLETTE			
	93916	UV DISINFECTION BUILDING ADDIT	10,949.20
		VENDOR TOTAL:	10,949.20
1892-FRANDSON SAFETY INC			
	93286	MULTI-GAS MONITOR CALIBRATION	88.00
		VENDOR TOTAL:	88.00
2778-GW CONSTRUCTION, LLC			
	93366	SEWER SPOT REPAIR	11,285.00
		VENDOR TOTAL:	11,285.00
1450-HDR ENGINEERING INC			
	93924	WASTEWATER TREATMENT FACILITY	10,689.45
		VENDOR TOTAL:	10,689.45
55555-MISC EMPLOYEE VENDOR			
	93875	FY18/19 SAFETY BOOT REIMBURSEMENT	150.00
		VENDOR TOTAL:	150.00
1897-ONE CALL OF WYOMING COPR			
	93885	ONE-CALL OF WYOMING	141.00
		VENDOR TOTAL:	141.00
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	93288	BOILER REPAIR	393.24
	93289	BOILER REPAIR	1,341.26
		VENDOR TOTAL:	1,734.50

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2071-PROELECTRIC INC			
	93283	CONVERT FLOURESCENT LIGHT TO LED	1,472.37
	93395	UV BUILDING	3,873.51
		VENDOR TOTAL:	5,345.88
4066-R.C.S CONSTRUCTION INC			
	93921	WWTP DIGESTER TANK COATING	111,231.64
		VENDOR TOTAL:	111,231.64
2212-VAN EWING CONSTRUCTION			
	93915	UV DISINFECTION BUILDING ADDIT	98,542.80
		VENDOR TOTAL:	98,542.80
2615-WYOMING DEPT OF EMPLOYMENT			
	93302	1ST QTR UNEMPLOYMENT	1,377.00
		VENDOR TOTAL:	1,377.00
		DIVISION TOTAL:	291,106.08
		DEPARTMENT TOTAL:	291,106.08
		FUND TOTAL:	291,106.08

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Invoice Number		Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
2071-PROELECTRIC INC			
93892		ELECTRICIAN MAINTENANCE SERVIC	4,104.90
93893		ELECTRICIAN MAINTENANCE SERVIC	6,206.00
93894		ELECTRICIAN MAINTENANCE SERVIC	6,419.00
93895		ELECTRICIAN MAINTENANCE SERVIC	2,259.50
		VENDOR TOTAL:	18,989.40
		DIVISION TOTAL:	18,989.40
		DEPARTMENT TOTAL:	18,989.40
		FUND TOTAL:	18,989.40

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Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1019-ADECCO EMPLOYMENT SERVICES			
93217	TEMP HELP AT CITY WEST		145.68
93316	TEMP HELP AT CITY WEST		33.04
93317	TEMP HELP AT CITY WEST		145.68
93378	TEMP HELP AT CITY WEST		291.36
		VENDOR TOTAL:	615.76
1040-ALSCO			
93224	RUG CLEANING		65.48
93355	RUG CLEANING		33.53
		VENDOR TOTAL:	99.01
1844-FARMER BROTHERS COMPANY			
93216	COFFEE AT CITY WEST		255.30
		VENDOR TOTAL:	255.30
1947-GILLETTE WINNELSON COMPANY			
93219	CITY WEST RESTROOM REPAIR		52.28
		VENDOR TOTAL:	52.28
1560-HLADKY CONSTRUCTION			
93306	REPAIR TRUCK GATE HOIST		1,592.00
		VENDOR TOTAL:	1,592.00
		DIVISION TOTAL:	2,614.35
		DEPARTMENT TOTAL:	2,614.35
		FUND TOTAL:	2,614.35

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
93944	ELECTRICAL INVENTORY		7,000.00
93945	ELECTRICAL INVENTORY		122.16
93946	ELECTRICAL INVENTORY		255.00
93947	ELECTRICAL INVENTORY		190.00
93948	ELECTRICAL INVENTORY		190.00
VENDOR TOTAL:			7,757.16
1197-BORDER STATES ELECTRIC			
93949	ELECTRICAL INVENTORY **RUSH**		2,760.28
93950	ELECTRICAL INVENTORY		461.60
VENDOR TOTAL:			3,221.88
1574-DANA KEPNER COMPANY INC			
93958	WATER'S INVENTORY **PER MIKE G		2,655.00
93959	WATER'S INVENTORY		885.00
VENDOR TOTAL:			3,540.00
1716-EDGE CONSTRUCTION SUPPLY			
93962	PARK'S INVENTORY		82.80
VENDOR TOTAL:			82.80
1848-FASTENAL COMPANY			
93963	TS		33.35
VENDOR TOTAL:			33.35
1870-FLAGSHOOTER LLC			
93964	PARK'S INVENTORY		302.98
VENDOR TOTAL:			302.98
1422-GILLETTE CONTRACTORS SUPPLY INC			
93952	STREETS INVENTORY		187.48
93953	WATER INVENTORY		1,127.84
93954	SAFETY INVENTORY		215.86
93955	WATER'S INVENTORY		452.43
93956	PARK'S INVENTORY		291.79

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
93957	WATER'S INVENTORY	3,747.78
	VENDOR TOTAL:	6,023.18
1479-NEWMAN SIGNS INC		
93967	TRAFFIC SAFETY INVENTORY	605.00
93968	STREETS INVENTORY	1,337.91
	VENDOR TOTAL:	1,942.91
1511-NORCO INC		
93969	PARKS INVENTORY	203.42
93970	PARKS INVENTORY	203.42
93971	PARKS INVENTORY	57.68
93973	SAFETY INVENTORY	78.36
	VENDOR TOTAL:	542.88
2731-WATERWORKS INDUSTRIES		
93978	WATER INVENTORY	99.00
93979	WATER'S INVENTORY	1,142.00
93980	WATER'S INVENTORY	131.35
	VENDOR TOTAL:	1,372.35
2289-WESCO DISTRIBUTION INC		
93981	ELECTRICAL INVENTORY	2,454.48
93982	ELECTRICAL INVENTORY	2,473.50
93983	ELECTRICAL INVENTORY	2,430.75
	VENDOR TOTAL:	7,358.73
	DIVISION TOTAL:	32,178.22
	DEPARTMENT TOTAL:	32,178.22

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
93300	RUG CLEANING	30.13
93371	RUG CLEANING	30.13
93372	RUG CLEANING	30.13
	VENDOR TOTAL:	90.39
2263-WASTE CONNECTIONS OF WYOMING		
93373	WARLOW YARD TRASH	404.75
	VENDOR TOTAL:	404.75
	DIVISION TOTAL:	495.14
	DEPARTMENT TOTAL:	495.14
	FUND TOTAL:	32,673.36

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
2677-CENTRAL TRUCK & DIESEL INC			
	93951	VM INVENTORY	468.21
		VENDOR TOTAL:	468.21
1587-KOIS BROTHERS EQUIPMENT COMPANY			
	93966	VM INVENTORY	8,340.75
		VENDOR TOTAL:	8,340.75
		DIVISION TOTAL:	8,808.96
		DEPARTMENT TOTAL:	8,808.96

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
93338	PARTS	38.40
	VENDOR TOTAL:	38.40
1040-ALSCO		
93350	UNIFORM CLEANING	48.23
	VENDOR TOTAL:	48.23
1167-BIG HORN TIRE INC		
93341	TIRES	1,299.34
93342	TIRES	539.72
93343	BALANCE TRUCK TIRES	50.00
	VENDOR TOTAL:	1,889.06
1381-CITY OF GILLETTE		
93361	PETTY CASH REIMBURSEMENT 5/9/19	15.00
	VENDOR TOTAL:	15.00
1525-CUMMINS ROCKY MOUNTAIN INC		
93344	PARTS	207.19
	VENDOR TOTAL:	207.19
3398-JACK'S TRUCK CENTER INC		
93348	PARTS	102.02
	VENDOR TOTAL:	102.02
1801-SIGNBOSS LLC		
93340	POLICE CAR DECALS	1,260.00
	VENDOR TOTAL:	1,260.00
1976-STOTZ EQUIPMENT		
93334	PARTS	140.55
	VENDOR TOTAL:	140.55
2799-SUNDANCE EQUIPMENT COMPANY		
93345	PARTS	170.77
	VENDOR TOTAL:	170.77

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2320-TITAN MACHINERY INC		
93339	REPAIRS	8,885.12
	VENDOR TOTAL:	8,885.12
2385-WYOMING MACHINERY CO		
93346	PARTS	57.50
93347	PARTS	56.00
	VENDOR TOTAL:	113.50
	DIVISION TOTAL:	12,869.84
37-VEHICLE REPLACEMENT		
1852-FEDERAL EXPRESS CORPORATION		
93297	MISC SHIPPING	46.22
93298	MISC SHIPPING	89.63
	VENDOR TOTAL:	135.85
2386-WYOMING MARINE		
93335	PARTS	359.95
93337	PARTS	239.98
	VENDOR TOTAL:	599.93
	DIVISION TOTAL:	735.78
	DEPARTMENT TOTAL:	13,605.62
	FUND TOTAL:	22,414.58

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
3974-AHERN RENTALS INC			
	93318	WASHBAY REPAIR	774.15
		VENDOR TOTAL:	774.15
3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED			
	93399	NOTARY BOND - A WILSON	50.00
		VENDOR TOTAL:	50.00
2212-VAN EWING CONSTRUCTION			
	93324	REPLACE OVERHEAD DOOR ANS COUNTER TOPS	15,000.00
		VENDOR TOTAL:	15,000.00
2386-WYOMING MARINE			
	93336	PARTS	314.95
		VENDOR TOTAL:	314.95
		DIVISION TOTAL:	16,139.10
		DEPARTMENT TOTAL:	16,139.10
		FUND TOTAL:	16,139.10
		GRAND TOTAL:	1,513,233.36

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
42-VOCA/VAWA		
77777-MISC ONE TIME VENDOR		
93191	UTILITIES DEPOSIT FOR VICTIM	100.00
	VENDOR TOTAL:	100.00
	DIVISION TOTAL:	100.00
45-ANIMAL SHELTER		
2435-WYOMING STATE		
93190	2019 RENEWAL - E LILE	50.00
	VENDOR TOTAL:	50.00
	DIVISION TOTAL:	50.00
	DEPARTMENT TOTAL:	150.00
	FUND TOTAL:	150.00
	GRAND TOTAL:	150.00

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
2035-POWDER RIVER ENERGY CORPORATION		
93192	UTILITY SERVICE AGREEMENT	1,174.17
	VENDOR TOTAL:	1,174.17
	DIVISION TOTAL:	1,174.17
	DEPARTMENT TOTAL:	1,174.17
	FUND TOTAL:	1,174.17
	GRAND TOTAL:	1,174.17

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
2000-PEREGRINE LEADERSHIP INSTITUTE		
93205	LEADERCAST	115.00
	VENDOR TOTAL:	115.00
	DIVISION TOTAL:	115.00
26-CUSTOMER SERVICE		
2000-PEREGRINE LEADERSHIP INSTITUTE		
93205	LEADERCAST	115.00
	VENDOR TOTAL:	115.00
	DIVISION TOTAL:	115.00
27-PURCHASING		
2000-PEREGRINE LEADERSHIP INSTITUTE		
93205	LEADERCAST	115.00
	VENDOR TOTAL:	115.00
	DIVISION TOTAL:	115.00
	DEPARTMENT TOTAL:	345.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
2000-PEREGRINE LEADERSHIP INSTITUTE		
93205	LEADERCAST	460.00
	VENDOR TOTAL:	460.00
	DIVISION TOTAL:	460.00
54-STREETS		
2000-PEREGRINE LEADERSHIP INSTITUTE		
93205	LEADERCAST	460.00
	VENDOR TOTAL:	460.00
	DIVISION TOTAL:	460.00
	DEPARTMENT TOTAL:	920.00
	FUND TOTAL:	1,265.00

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Invoice Number		Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
71-ELECTRICAL ENGINEERING			
2000-PEREGRINE LEADERSHIP INSTITUTE			
93205		LEADERCAST	115.00
		VENDOR TOTAL:	115.00
		DIVISION TOTAL:	115.00
		DEPARTMENT TOTAL:	115.00
		FUND TOTAL:	115.00
		GRAND TOTAL:	1,380.00

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Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
3398-JACK'S TRUCK CENTER INC			
93249		REPAIRS	130.68
		VENDOR TOTAL:	130.68
		DIVISION TOTAL:	130.68
		DEPARTMENT TOTAL:	130.68
		FUND TOTAL:	130.68
		GRAND TOTAL:	130.68

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2389-WYOMING POLICE SERVICE DOG CLUB			
	93269	2019 K-P MEMBERSHIP DUES	300.00
		VENDOR TOTAL:	300.00
		DIVISION TOTAL:	300.00
		DEPARTMENT TOTAL:	300.00
		FUND TOTAL:	300.00

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	93273	REFUND DUPLICATE PAYMENT	392.55
		VENDOR TOTAL:	392.55
		DIVISION TOTAL:	392.55
		DEPARTMENT TOTAL:	392.55
		FUND TOTAL:	392.55
		GRAND TOTAL:	692.55

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	93898	WEEKLY CLAIMS	2,669.11
	93899	WEEKLY CLAIMS	2,197.07
		VENDOR TOTAL:	4,866.18
2672-UMB BANK			
	93909	APRIL 2019 P-CARDS	62,581.76
		VENDOR TOTAL:	62,581.76
2435-WYOMING STATE			
	93900	APRIL 2019 SALES AND USE TAX	43.23
		VENDOR TOTAL:	43.23
		DIVISION TOTAL:	67,491.17
		DEPARTMENT TOTAL:	67,491.17
		FUND TOTAL:	67,491.17

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
93900	APRIL 2019 SALES AND USE TAX	99,865.51
	VENDOR TOTAL:	99,865.51
	DIVISION TOTAL:	99,865.51
	DEPARTMENT TOTAL:	99,865.51

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
93906	APRIL 2019 WYGEN III ANCILLARY SERVICES	44,726.48
93907	APRIL 2019 CTII ENERGY	2,849.06
	VENDOR TOTAL:	47,575.54
2697-BLACK HILLS WYOMING LLC		
93908	APRIL 2019 CTII ENERGY	176,368.05
	VENDOR TOTAL:	176,368.05
2365-WYODAK RESOURCES DEVELOPMENT CORP		
93910	APRIL 2019 WYGEN III COAL	165,221.69
	VENDOR TOTAL:	165,221.69
	DIVISION TOTAL:	389,165.28
	DEPARTMENT TOTAL:	389,165.28
	FUND TOTAL:	489,030.79

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
93900		APRIL 2019 SALES AND USE TAX	114.00
		VENDOR TOTAL:	114.00
		DIVISION TOTAL:	114.00
		DEPARTMENT TOTAL:	114.00
		FUND TOTAL:	114.00

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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			
93901		APRIL 2019 ADMIN FEES AND STOP/LOOS	60,455.82
93902		WEEKLY CLAIMS	3,345.73
93903		WEEKLY CLAIMS AND PRESCRIPTION DRUG COSTS	69,147.73
93904		WEEKLY CLAIMS	816.88
93905		WEEKLY CLAIMS AND PRESCRIPTION DRUG COSTS	43,757.03
VENDOR TOTAL:			177,523.19
DIVISION TOTAL:			177,523.19
DEPARTMENT TOTAL:			177,523.19
FUND TOTAL:			177,523.19
GRAND TOTAL:			734,159.15

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
3586-EISCHEID INVESTMENTS LLC		
93732	LUNCH MTG - MAYOR, PAT, JENNIFER	51.50
	VENDOR TOTAL:	51.50
66666-MISC P-CARD VENDOR		
93463	LUNCH MTG - MAYOR, PAT, JENNIFER	48.24
93750	CAKE FOR HIGH SCHOOL CHAMPIONS RECEPTION	57.95
	VENDOR TOTAL:	106.19
3581-TAYLOR MANAGEMENT LLC		
93835	LUNCH MTG - MAYOR, PAT, JENNIFER	36.48
	VENDOR TOTAL:	36.48
	DIVISION TOTAL:	194.17
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
93441	SUBSCRIPTION	12.00
	VENDOR TOTAL:	12.00
66666-MISC P-CARD VENDOR		
93437	ADVERTISING	92.11
93452	BUDGET LUNCH MTG - PAT, MICHELLE, DECA	35.67
93467	OFFICE SUPPLIES - COFFEE	29.44
93490	DEX MED INC ADVERTISING	623.00
93491	DEX MED INC ADVERTISING	400.00
93507	3CMA AWARDS ENTRIES (2)	170.00
93526	OFFICE SUPPLIES - REPORT COVERS	26.23
93609	PASSWORD SOFTWARE FOR GENO	56.82
93614	SLT MEETING - BREAKFAST	18.34
93747	ADVERTISING	31.49
93785	NATL EMERGENCY TRAINING	145.86
93838	SLT MEETING - BREAKFAST	33.89
	VENDOR TOTAL:	1,662.85
	DIVISION TOTAL:	1,674.85

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
03-PUBLIC ACCESS		
66666-MISC P-CARD VENDOR		
93600	NAB CONFERENCE - FOOD	17.18
93601	NAB CONFERENCE - FOOD	12.00
93602	NAB CONFERENCE - TRANSPORTATION	11.00
93637	NAB CONFERENCE - FOOD	46.21
93664	NAB CONFERENCE - FOOD	30.15
93665	NAB CONFERENCE - FOOD	15.16
93666	NAB CONFERENCE - FOOD	3.25
93697	NAB CONFERENCE - HOTEL	480.74
93698	NAB CONFERENCE - FOOD	7.45
93815	WINDSCREENS FOR COUNCIL CHAMBERS MICS	24.28
	VENDOR TOTAL:	647.42
	DIVISION TOTAL:	647.42
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
93408	REFUND - 2 GOOGLE CHROMECASTS	-56.62
	VENDOR TOTAL:	-56.62
2400-WYOMING WATER SOLUTIONS		
93610	WYOMING WATER SOLUTIONS-FITNESS ROOM WATER SUPPLY	63.00
	VENDOR TOTAL:	63.00
	DIVISION TOTAL:	6.38
32-JUDICIAL		
66666-MISC P-CARD VENDOR		
93532	UTILITY WAGON	62.99
	VENDOR TOTAL:	62.99
	DIVISION TOTAL:	62.99
	DEPARTMENT TOTAL:	2,585.81

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1842-JAMES J NARAMORE, MD, PC		
93508	FAMILY HEALTH-PRE EMPLOYMENT PHYSICALS FOR PD CAND	1,551.00
	VENDOR TOTAL:	1,551.00
66666-MISC P-CARD VENDOR		
93509	IN *JERRY POST PSY.D. P-PRE EMPLOYMENT PSYCH EVA	800.00
93575	EB 2019 EMPLOYMENT LA-HR PRESENTATION REGISTRATION	110.00
93643	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
93714	SOURCE OFFICE - VITAL-OFFICE SUPPLIES	46.05
93733	PRESENTA PLAQUE CORPORATI-EMPLOYEE RECOGNITION PLA	273.54
	VENDOR TOTAL:	1,254.59
	DIVISION TOTAL:	2,805.59
21-SAFETY		
66666-MISC P-CARD VENDOR		
93554	EXPEDIA 7425550986313-TRAVE TO ASSE CONF IN NEW OR	1,847.29
93611	AMERICAN SOCIETY OF SA-REGISTRATION FOR ASSE CONFE	835.00
	VENDOR TOTAL:	2,682.29
	DIVISION TOTAL:	2,682.29
	DEPARTMENT TOTAL:	5,487.88

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
66666-MISC P-CARD VENDOR			
	93559	HYATT 2019 TYLER CONFERENCE DINNER 4/7/19	24.89
	93560	UNITED 0162602387994 2019 TYLER CONFERENCE BA	30.00
	93561	SHUTTLE TO HOTEL: MICHELLE, RAMSEY, SANDY L, MYRA	60.00
	93562	HYATT 2019 TYLER CONFERENCE 4/7/19 LUNCH	25.48
	93563	RJ MEXICAN CUISINE 2019 TYLER CONFERENCE 4/7/19 DI	19.86
	93564	RJ MEXICAN CUISINE - 2019 TYLER CONFERENCE 4/7/19	13.53
	93565	HYATT 2019 TYLER CONFERENCE 4/7/19 LUNCH	18.00
	93566	UNITED 0162602388278 2019 TYLER CONFERENCE BA	30.00
	93569	UNITED 0162602388328 RAMSEY'S BAGGAGE FEE FOR	30.00
	93591	COAL VINES 2019 TYLER CONFERENCE DINNER 4/8/19	36.09
	93592	HYATT REGENCY DALLAS 2019 TYLER CONFERENCE 2019 ME	4.87
	93593	COAL VINES 2019 TYLER CONFERENCE 4/8/19 DINNER	19.92
	93594	COAL VINES 2019 TYLER CONFERENCE 4/8/19 DINNER	36.10
	93623	CHOP HOUSE BURGER 2019 TYLER CONFERENCE LUNCH 4/10	15.15
	93624	CHEESECAKE DALLAS 2019 TYLER CONFERENCE 4/10/19 DI	19.23
	93625	HYATT 2019 TYLER CONFERENCE BREAKFAST 4/9/19	4.87
	93626	CHOP HOUSE BURGER 2019 TYLER CONFERENCE 4/10/19 LU	18.24
	93627	CHEESECAKE DALLAS 2019 TYLER CONFERENCE 4/10/19 DI	21.03
	93628	CHOP HOUSE BURGER 2019 TYLER CONFERENCE 4/10/19 LU	13.99
	93629	CHEESECAKE DALLAS 2019 TYLER CONFERENCE 4/10/19 DI	28.51
	93649	ANGELOS BBQ 2019 TYLER CONFERENCE 4/11/19 DINNER	15.50
	93650	POTBELLY #97 2019 TYLER CONFERENCE MEAL	7.74
	93651	HYATT 2019 TYLER CONFERENCE 4/10/19 BREAKFAST	9.20
	93652	ANGELOS BBQ 2019 TYLER CONFERENCE 4/11/19 DINNER	12.39
	93653	POTBELLY #97 2019 TYLER CONFERENCE 4/11/19 LUNCH	11.52
	93654	ANGELOS BBQ 2019 TYLER CONFERENCE 4/11/19 DINNER	18.24
	93655	POTBELLY #97 2019 TYLER CONFERENCE MEAL	11.15
	93680	HYATT REGENCY DALLAS 2019 TYLER CONFERENCE HOTEL	1,204.45
	93681	HYATT 2019 TYLER CONFERENCE 4/12/19 LUNCH	27.05

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
66666-MISC P-CARD VENDOR			
	93682	HYATT 2019 TYLER CONFERENCE 4/12/19 BREAKFAST	7.31
	93683	UNITED 0162602849592 2019 TYLER CONFERENCE BA	30.00
	93684	HYATT 2019 TYLER CONFERENCE 4/11/19 BREAKFAST	8.12
	93685	HYATT REGENCY DALLAS 2019 TYLER CONFERENCE HOTEL	1,204.45
	93686	HYATT 2019 TYLER CONFERENCE 4/12/19 LUNCH	23.33
	93687	UNITED 0162602849485 2019 TYLER CONFERENCE BA	30.00
	93688	SHUTTLE TO AIRPORT - MICHELLE, RAMSEY, SANDY L, TO	69.00
	93689	HYATT REGENCY DALLAS 2019 TYLER CONFERENCE HOTEL R	1,204.45
	93690	HYATT 2019 TYLER CONFERENCE 4/12/19 LUNCH	27.06
	93691	UNITED 0162602849685 2019 TYLER CONFERENCE BA	30.00
	93708	CHICK-FIL-A 2019 TYLER CONFERENCE 4/12/19 DINNER	9.02
	93709	CHICK-FIL-A 2019 TYLER CONFERENCE 4/12/19 DINNER	10.81
	93710	CHICK-FIL-A 2019 TYLER CONFERENCE 4/12/19 DINNER	9.49
	93860	JIMMY JOHNS - INVESTMENT ADVISORY COMMITTEE MEETIN	75.12
VENDOR TOTAL:			4,525.16
DIVISION TOTAL:			4,525.16
26-CUSTOMER SERVICE			
66666-MISC P-CARD VENDOR			
	93545	ULTRASONIC DETERRENT DOG TRAINER FOR METER READERS	56.60
	93868	LUNCH FOR TRAINING IN CO	21.36
	93869	SUPPER FOR TRAINING IN CO	16.33
VENDOR TOTAL:			94.29
DIVISION TOTAL:			94.29
27-PURCHASING			
66666-MISC P-CARD VENDOR			
	93555	HYATT REGENCY DALLAS F&B - LUNCH - TYLER CONNECT C	18.60
	93556	RJ MEXICAN CUISINE - DINNER - TYLER CONNECT CONFER	27.32
	93557	UNITED 0162602388022 - BAGGAGE CHECK	30.00
	93561	SHUTTLE TO HOTEL: MICHELLE, RAMSEY, SANDY L, MYRA	20.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
27-PURCHASING		
66666-MISC P-CARD VENDOR		
93587	COAL VINES OMNI DCCH - DINNER - TYLER CONNECT CONF	34.85
93616	CHOP HOUSE BURGER - LUNCH - TYLER CONNECT CONFEREN	15.34
93617	CHEESECAKE DALLAS - DINNER - TYLER CONNECT CONFERE	32.25
93644	POTBELLY #97 - LUNCH - TYLER CONNECT CONFERENCE	10.83
93645	ANGELOS BBQ - DINNER - TYLER CONNECT CONFERENCE	12.38
93677	UNITED 0162602849783 - BAGGAE CHECK	30.00
93678	HYATT REGENCY DALLAS F&B - LUNCH - TYLER CONNECT C	28.31
93679	HYATT REGENCY DALLAS - TYLER CONNECT LODGING	1,204.45
93688	SHUTTLE TO AIRPORT - MICHELLE, RAMSEY, SANDY L, TO	23.00
93707	CHICK-FIL-A - DINNER - TYLER CONNECT CONFERENCE	8.77
	VENDOR TOTAL:	1,496.10
	DIVISION TOTAL:	1,496.10
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
93544	HAMPTON INNS LODGING FOR SPRING WAMCAT CONFERENCE	188.00
93568	EBAY FEES - MARCH 2019	43.35
93661	POSTAGE FOR GENERAL FUND USERS	1,000.00
93762	STAMPS.COM MONTHLY FEE + PD PKG INSURANCE	80.14
93794	POSTAGE FOR GENERAL FUND USERS	500.00
93795	TRANSACTION ERROR ON STAMPS.COM END	500.00
93813	SALE REVERSAL - STAMPS.COM TRANSACTION ERROR REVER	-500.00
	VENDOR TOTAL:	1,811.49
	DIVISION TOTAL:	1,811.49
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
93461	WO64923 WSUS MAINTENANCE SOFTWARE LICENSE	60.00
93474	CUMMINS QUICK SERVE	750.00
93485	WO64931 KEYBOARD BATTERIES	13.08
93537	WO64925 REPLACEMENT CART WHEELS	131.80

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
	93561	SHUTTLE TO HOTEL: MICHELLE, RAMSEY, SANDY L, MYRA	20.00
	93564	RJ MEXICAN CUISINE - 2019 TYLER CONFERENCE 4/7/19	13.53
	93570	MYRA AT TYLER CONNECT BAGGAGE FEE	30.00
	93571	MYRA AT TYLER CONNECT LUNCH	17.93
	93586	WO65127 REPLACEMENT KEYBOARD	30.98
	93599	MYRA AT TYLER CONNECT DINNER	31.06
	93635	CHOP HOUSE BURGER MYRA AT TYLER CONNECT LUNCH	16.78
	93636	CHEESECAKE DALLAS MYRA AT TYLER CONNECT DINNER	27.39
	93662	POTBELLY #97 MYRA AT TYLER CONNECT LUNCH	10.55
	93663	ANGELOS BBQ MYRA AT TYLER CONNECT DINNER	15.48
	93676	WO65148 HDMI ADAPTER	20.89
	93688	SHUTTLE TO AIRPORT - MICHELLE, RAMSEY, SANDY L, TO	23.00
	93694	MYRA AT TYLER CONNECT BAGGAGE FEE FOR 4/12/19 FLIG	30.00
	93695	MYRA AT TYLER CONNECT LUNCH	20.88
	93696	MYRA AT TYLER CONNECT LODGING	1,204.45
	93712	CHICK-FIL-A MYRA AT TYLER CONNECT DINNER	7.46
	93731	WO65417 FIBER PATCH CABLES	49.93
	93784	WO65423 PCI ADAPTER	17.99
	93806	WO58195 POWER INJECTORS	86.42
	93814	SPILLMAN TRAINING LUNCH	12.33
	93824	BBDINER WVALLEY#177 - ROBERTA & MYRA SPILLMAN TRAI	13.67
	93831	SPILLMAN TRAINING DINNER SUPPLIES	16.01
	93857	WO65348 REPLACEMENT UPS	69.99
	93867	SPILLMAN TRAINING - MYRA LUNCH	8.05
VENDOR TOTAL:			2,749.65
DIVISION TOTAL:			2,749.65
DEPARTMENT TOTAL:			10,676.69

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
1561-KEYSTONE KENNELS LLC			
93423	KEYSTONE KENNELS LLC - K9 CHASE BOARDING		120.00
VENDOR TOTAL:			120.00
66666-MISC P-CARD VENDOR			
93418	HANDINHANDBAGS.COM - BACKPACKS FOR CAMP POST CARD		369.10
93429	WM SUPERCENTER #1485 - CORPORAL TESTING		22.86
93442	MAIN BAGEL LLC - CORPORAL TESTING		31.98
93457	BEARS NATURALLY CLEAN INC - MARCH DRY CLEANING		282.55
93464	HUHOT MONGOLIAN GRILL BIL - MAHYLIS & WARNE TRAINI		50.65
93475	TEXAS ROADHOUSE FR #2157 - MAHYLIS & WARNE TRAININ		40.48
93476	BLUES BAR-B-Q - MAHYLIS & WARNE TRAINING IN BILLIN		30.00
93477	BILLINGS PIZZA RANCH - MAHYLIS & WARNE TRAINING IN		20.00
93496	IAAI - TRUJILLO FIRE INVESTIGATIONS TRAINING		730.00
93497	CHEWY.COM - K9 ANIMAL FOOD		245.35
93510	OLIVE GARDEN 00014126 - MAHYLIS & WARNE TRAINING		45.98
93511	PANDA EXPRESS #2135 - MAHYLIS & WARNE TRAINING IN		21.40
93525	WM SUPERCENTER #1485 - LOCKS FOR LASER CASES FOR P		17.82
93527	BLUES BAR-B-Q - MAHYLIS & WARNE TRAINING IN BILLIN		28.00
93528	MONTANA BREWING COMPANY - MAHYLIS & WARNE TRAINING		38.71
93541	HOMES TO SUITES BY HILTON - MAHYLIS & WARNE TRAINI		517.32
93549	BOMGAARS #66 GILLETTE - K9 DOG FOOD		45.99
93606	UNIFORMS AND ACCESSORIES - HOANG NAME PLATE		22.33
93630	JIMMY JOHNS - 2009 - CORPORAL TESTING		92.73
93656	ANIMAL MEDICAL CENTER OF - K9 ANIMAL CARE FOR KLAU		51.80
93699	AED SUPERSTORE - AED SUPPLIES		533.25
93725	WWW.BATTERYSHIP.COM - K9 BATTERY REPLACEMENT		19.53
93742	ANIMAL MEDICAL CENTER OF - K9 ANIMAL CARE FOR CAMO		220.81
93744	MAIN BAGEL LLC - BAGELS FOR DISPATCH & ANIMAL CONT		46.70
93852	MSP*K9-FACTORY BY VERSCHO - K9 BITE SUIT FOR TRAIN		971.65
93853	AED SUPERSTORE - AED SUPPLIES		178.50

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
93870	RAMKOTA HOTEL AND CONFERE - HLOUCAL WASCOP CONFERE	90.47
	VENDOR TOTAL:	4,765.96
2400-WYOMING WATER SOLUTIONS		
93713	WYOMING WATER SOLUTIONS - WATER FOR PD & AC	137.00
	VENDOR TOTAL:	137.00
	DIVISION TOTAL:	5,022.96
41-DISPATCH		
66666-MISC P-CARD VENDOR		
93810	REAMS #10 - ROBERTA SPILLMAN TRAINING IN SLC	30.59
93823	HARMONS - COUGAR - ROBERTA SPILLMAN TRAINING IN SL	21.94
93824	BBDINER WVALLEY#177 - ROBERTA & MYRA SPILLMAN TRAI	13.68
93864	JIMMY JOHNS - 2257 - BERTA SPILLMAN CONFERENCE	8.90
	VENDOR TOTAL:	75.11
	DIVISION TOTAL:	75.11
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
93492	WM SUPERCENTER #1485 - SUPPLIES FOR VICTIM SERVICE	23.22
	VENDOR TOTAL:	23.22
	DIVISION TOTAL:	23.22
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
93659	ARBYS 5528 - ERIN & TERESA TRAINING IN SHERIDAN	20.97
93849	COLLINS COMMUNICATIONS IN - ACO UNIFORMS	13.33
	VENDOR TOTAL:	34.30
	DIVISION TOTAL:	34.30
45-ANIMAL SHELTER		
2675-GILLETTE PET VET CLINIC		
93846	GILLETTE PET VET CLINIC - RABIES	77.00
	VENDOR TOTAL:	77.00

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
93413	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
93430	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	162.00	
93431	RED HILLS VETERINARY HOSP - VACCINATIONS	33.11	
93454	COMMUNITY VETERINARY CLI - RABIES	12.00	
93455	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	86.00	
93469	ANIMAL MEDICAL CENTER OF - MEDICATIONS FROM DONATI	67.51	
93493	RED HILLS VETERINARY HOSP - SPAY & NEUTER	75.00	
93498	CHEWY.COM - ANIMAL CONTROL FOOD FOR ANIMALS	177.08	
93520	ANIMAL MEDICAL CENTER OF - DONATIONS & RABIES	451.58	
93521	TRACTOR SUPPLY CO #1896 - DOG FOOD FOR ANIMAL CARE	139.96	
93542	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	91.00	
93550	RED HILLS VETERINARY HOSP - DONATIONS	218.38	
93567	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	142.00	
93595	COMMUNITY VETERINARY CLI - SPAY & NEUTER	50.00	
93657	RED HILLS VETERINARY HOSP - SPAY & NEUTER	195.00	
93658	COMMUNITY VETERINARY CLI - SPAY & NEUTER	150.00	
93692	COMMUNITY VETERINARY CLI - SPAY & NEUTER	112.00	
93711	RED HILLS VETERINARY HOSP - SPAY & NEUTER / DONATI	268.80	
93726	COMMUNITY VETERINARY CLI - SPAY & NEUTER	35.50	
93741	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
93757	RED HILLS VETERINARY HOSP - SPAY & NEUTER	25.00	
93758	COMMUNITY VETERINARY CLI - SPAY & NEUTER	50.00	
93759	TRACTOR SUPPLY CO #1896 - DOG FOOD FOR ANIMAL CARE	119.96	
93776	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
93777	COMMUNITY VETERINARY CLI - RABIES	6.00	
93792	RED HILLS VETERINARY HOSP - SPAY & NEUTER / DONATI	69.02	
93808	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	56.00	
93827	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	56.00	
93847	RED HILLS VETERINARY HOSP - SPAY & NEUTER	25.00	

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001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
93848	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	56.00
93866	WM SUPERCENTER #1485 - VACCINATIONS FOR ACO	7.96
93873	CHEWY.COM - DOG FOOD FOR ANIMAL CARE FOR ACO	203.43
	VENDOR TOTAL:	3,291.29
1511-NORCO INC		
93596	NORCO INC - SHELTER SUPPLIES FOR ANIMAL CARE	24.32
	VENDOR TOTAL:	24.32
	DIVISION TOTAL:	3,392.61
	DEPARTMENT TOTAL:	8,548.20

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-MAINT OF CITY BUILDINGS		
66666-MISC P-CARD VENDOR		
93468	ACO TEMP BUILDING	104.92
93622	CARTS @ CH	66.15
	VENDOR TOTAL:	171.07
	DIVISION TOTAL:	171.07
50-PUBLIC WORKS ADMIN		
66666-MISC P-CARD VENDOR		
93561	SHUTTLE TO HOTEL: MICHELLE, RAMSEY, SANDY L, MYRA	20.00
93572	TYLER CONFERENCE	33.52
93573	TYLER CONFERENCE	27.26
93574	TYLER CONFERENCE	30.00
93604	TYLER CONFERENCE	31.12
93727	TYLER CONFERENCE	30.00
93775	SAFETY TOE BOOTS FOR DRIVE AND DROP	114.29
	VENDOR TOTAL:	286.19
	DIVISION TOTAL:	286.19
51-PARKS		
66666-MISC P-CARD VENDOR		
93424	REPLACED LEAKING VALVE @ DALBEY BATHROOM	163.25
93425	HAMMER DRILL BIT	20.64
93444	BRINE PLANT AND NORTHWEST PARK POC REPAIR	161.93
93445	PIPE FITTING HARDWARE BRINE PLANT & NORTHWEST PARK	15.41
93460	CUT 4" DUCTILE IRON PIPE TO LENGTH	42.00
93534	DRAIN VALVES FOR BACK FLOWS AT LITTLE LEAGUE	83.58
93535	1/4" NUTS FIRE STATION SHELF REPAIR	1.89
93536	DRAIN VALVE FOR W/E STRAINER 16 INCH WRENCHES FOR	204.84
93580	WATER VALVE KEYS	96.12
93640	PARKING FEE AT CASPER AIRPORT HYDRO-POINT FLY-IN	10.00
93641	BREAKFAST AT SLC AIRPORT HYDRO-POINT FLY IN	18.53
93671	SANDWICH & COFFEE DRIVE FROM CASPER TO GILLETTE HY	7.34

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
93672	COFFEE HYDRO-POINT FLY-IN	3.71
93715	TIRE PRESSURE GAUGES FOR SEASONAL TRUCKS (MOWERS)	50.96
93738	NUTS,BOLTS & WASHERS FOR LITTLE LEAGUE CONTROLLERS	6.66
93769	IRRIGATION ASSOCIATION DUES	390.00
93809	REPLACE IRRIGATION SHOVEL, CLAMP FOR MOUNT	37.72
93819	LITTLE LEAGUE SEAL PLANKS FOR BLEACHERS	137.39
93833	BUILD QUICK-COUPLER ASSEMBLIES FOR LITTLE LEAGUE A	116.43
93858	PLANTER TOOLS	45.88
93863	REPLACEMENT HITCH UNIT 120	33.98
	VENDOR TOTAL:	1,648.26
	DIVISION TOTAL:	1,648.26
54-STREETS		
1197-BORDER STATES ELECTRIC		
93642	PARTS FOR LITTLE LEAGUE STREET LIGHT CONVERSION	48.15
93701	MATERIAL FOR LITTLE LEAGUE FIELD PARKING LOT LIGHT	41.11
	VENDOR TOTAL:	89.26
66666-MISC P-CARD VENDOR		
93407	WAND AND NOZZLE FOR PRESSURE WASHER	77.41
93410	PARTS FOR DEWATERING WELLS	78.94
93421	WELLS	8.92
93500	SAFETY TOE BOOTS FOR GARRETT WOLFF	129.59
93502	CONSTRUCTION ADHESIVE	15.96
93745	FITTINGS FOR PRESSURE WASHER HOSE	3.77
93754	PAIL FOR PATCH TRUCK	3.25
93763	WATER FOR CREWS DRIVE & DROP	19.90
93764	SUPPLIES FOR CWDD	29.76
93789	PARTS FOR PATCH TRUCK	15.50
93832	TOOL PURCHASE	476.00
	VENDOR TOTAL:	859.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1511-NORCO INC		
93531	RE-FILL OF WELDING GAS	143.69
	VENDOR TOTAL:	143.69
	DIVISION TOTAL:	1,091.95
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
93768	PAINT TO MARK STREETS	132.96
	VENDOR TOTAL:	132.96
	DIVISION TOTAL:	132.96
	DEPARTMENT TOTAL:	3,330.43

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
35-GEOGRAPHIC INFO SYSTEMS		
66666-MISC P-CARD VENDOR		
93415	PERRYS RESTAURANTS - SEMINAR IN DENVER	40.19
93416	MARRIOTT DENVER TECH C - HOTEL IN DENVER FOR SEMIN	208.35
93797	THE HOME DEPOT #6005 - SURVEYING SUPPLIES	71.76
93798	GILLETTE CONTRACTOR'S SU - SURVEYING SUPPLIES	28.22
	VENDOR TOTAL:	348.52
	DIVISION TOTAL:	348.52
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
93414	ENG SUPPLIES-MARKING STAKES	51.59
93432	CELL PHONE SCREEN PROTECTOR	15.94
93506	WO64972 STANDING DESK	379.00
93778	PWUAC MEETING DINNER	300.00
	VENDOR TOTAL:	746.53
	DIVISION TOTAL:	746.53
61-BUILDING INSPECTION		
1967-GOURMET ON THE GO LLC		
93523	GOURMET ON THE GO LLC - BOARD OF EXAMINERS LUNCH	185.00
	VENDOR TOTAL:	185.00
66666-MISC P-CARD VENDOR		
93471	INT'L CODE COUNCIL INC - CEU'S	120.00
93603	AMAZON.COM*MZ4219OK1 AMZN - OFFICE SUPPLIES	41.46
	VENDOR TOTAL:	161.46
	DIVISION TOTAL:	346.46
63-PLANNING		
66666-MISC P-CARD VENDOR		
93673	TAXI-MEREDITH PLANNING CONFERENCE	60.15
93674	MEAL-MEREDITH PLANNING CONFERENCE	18.90
93675	UNITED BAGGAGE CHECK-MEREDITH	30.00
93702	MEAL-MEREDITH PLANNING CONFERENCE	9.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
63-PLANNING		
66666-MISC P-CARD VENDOR		
93703	MEAL-MEREDITH PLANNING CONFERENCE	18.21
93704	MEAL-MEREDITH PLANNING CONFERENCE	5.49
93705	MEAL-MEREDITH PLANNING CONFERENCE	11.95
93706	MEAL-MEREDITH PLANNING CONFERENCE	12.71
93716	MEAL-MEREDITH PLANNING CONFERENCE	22.02
93717	MEAL-MEREDITH PLANNING CONFERENCE	19.88
93718	MEAL-MEREDITH PLANNING CONFERENCE	5.07
93734	SOROBEL METREON	13.02
93735	MEAL-MEREDITH PLANNING CONFERENCE	18.71
93736	MEAL-MEREDITH PLANNING CONFERENCE	21.93
93737	MEAL-MEREDITH PLANNING CONFERENCE	5.00
93751	MEAL-MEREDITH PLANNING CONFERENCE	16.30
93752	MEAL-MEREDITH PLANNING CONFERENCE	16.69
93753	CAR SERVICE-MEREDITH PL CONF	57.50
93771	MOTEL FEES-MEREDITH PLANNING CONFERENCE	222.30
93772	UNITED BAGGAGE CHECK-MEREDITH PL CONF	30.00
93773	MEAL-MEREDITH PLANNING CONFERENCE	13.53
93774	MEAL-MEREDITH PLANNING CONFERENCE	41.72
	VENDOR TOTAL:	670.08
	DIVISION TOTAL:	670.08
	DEPARTMENT TOTAL:	2,111.59
	FUND TOTAL:	32,740.60

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	93501	AIR RELIEF ASSEMBLY FOR LITTLE LEAGUE POC'S	58.41
	93766	KIWANIS PARK POC PROJECT PIPE AND FITTINGS	55.60
	93786	PIZZA FOR DRIVE AND DROP 4/20/19	245.85
	93788	1/2" DRIVE TORQUE WRENCH FOR KIWANIS POINT OF CONN	64.94
	93821	TURN BUCKLES FOR PIPE SUPPORT AT KIWANIS POINT OF	18.47
	93834	KIWANIS PARK POC PIPE AND FITTINGS	155.32
	93839	NUTS AND BOLTS FOR KIWANIS POINT OF CONNECTION	15.01
	93840	TURN BUCKLE TO SECURE STANTION PIPE TO OUTSIDE VAU	15.99
	93856	KIWANIS POC PROJECT BRASS FITTINGS FOR BATHROOM AN	118.84
		VENDOR TOTAL:	748.43
		DIVISION TOTAL:	748.43
		DEPARTMENT TOTAL:	748.43
		FUND TOTAL:	748.43

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1482-NEWS RECORD		
93576	ANNUAL SUBSCRIPTION	140.00
	VENDOR TOTAL:	140.00
	DIVISION TOTAL:	140.00
	DEPARTMENT TOTAL:	140.00
	FUND TOTAL:	140.00

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
93438	HOTEL PARKING (APPA CONFERENCE)	12.00
93439	DINNER ON 3/30/19 (APPA CONFERENCE)	26.00
93448	HOTEL PARKING (APPA CONFERENCE)	12.00
93449	HOTEL PARKING (APPA CONFERENCE)	12.00
93450	DINNER ON 3/31/19 (APPA CONFERENCE)	16.87
93451	LUNCH ON 3/31/19 (APPA CONFERENCE)	39.26
93465	HOTEL PARKING (APPA CONFERENCE)	12.00
93478	BREAKFAST ON 4/1/19 (APPA CONFERENCE)	4.31
93479	HOTEL PARKING (APPA CONFERENCE)	12.00
93480	LUNCH ON 4/1/19 (APPA CONFERENCE)	23.96
93481	DINNER ON 4/1/19 (APPA CONFERENCE)	30.50
93482	DINNER ON 4/2/19 (APPA CONFERENCE)	9.62
93513	LUNCH ON 4/3/19 (APPA CONFERENCE)	12.35
93514	HOTEL (APPA CONFERENCE)	439.80
93723	MONTHLY SERVICE CHARGE (03/15/19 TO 04/14/19)	37.49
93811	CLASS OF 2019 SENIOR BOARD SUPPLIES	27.56
93826	PAPER TRIMMER	24.99
93865	CLASS OF 2019 SENIOR BOARD SUPPLIES	16.19
	VENDOR TOTAL:	768.90
	DIVISION TOTAL:	768.90
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
93548	RUBBER BANDS FOR ELECTRICAL LOCATOR	17.48
93748	Flights to Milsoft Users Conference	1,001.60
93760	MILSOFT UC REG FOR PEGGY AND TROND	1,395.00
93761	TRAVEL FOR MILSOFT UC	1,001.60
93770	Room deposit for Milsoft Users Conference	211.83
93779	HOTEL MILSOFT UC	211.83
93816	THAT EMBROIDERY PLACE - EMBROIDERY FOR FR SHIRTS	24.00

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
71-ELECTRICAL ENGINEERING		
	VENDOR TOTAL:	3,863.34
1808-SIR SPEEDY		
93740	11 x 17" MAP BOOK CARD STOCK	5.23
	VENDOR TOTAL:	5.23
76-SCADA		DIVISION TOTAL: 3,868.57
66666-MISC P-CARD VENDOR		
93411	USB TO SERIAL CABLE	24.99
93426	SCADA - Office Supplies	26.22
93447	FR CLOTHING	494.93
93494	SAFETY EQUIPMENT	143.99
93615	SCADA - Computer USB Switch/Cables	38.15
93669	CELL PHONE CHARGERS	51.75
	VENDOR TOTAL:	780.03
1511-NORCO INC		
93543	SCADA - TOOLS KNEE PAD	19.92
	VENDOR TOTAL:	19.92
		DIVISION TOTAL: 799.95
		DEPARTMENT TOTAL: 5,437.42
		FUND TOTAL: 5,437.42

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
66666-MISC P-CARD VENDOR			
93466		STEERING WHEEL KNOBS	17.92
93499		TUBE FOR 3 YARD LOCKS	234.00
93700		REPAIRING 3 YARDERS	80.86
93724		EVACUATION FEE FOR FREEZER	35.00
93780		ROOM DEPOSIT FOR TYLER CONFERENCE	96.37
93820		CLEANER FOR GETTING PAINT MARKS OFF ROLLOUTS	5.98
		VENDOR TOTAL:	470.13
		DIVISION TOTAL:	470.13
		DEPARTMENT TOTAL:	470.13
		FUND TOTAL:	470.13

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1197-BORDER STATES ELECTRIC			
93443	Z1R1 PROPANE TANK PARTS		431.98
93456	WAT - PS1 UPGRADE		347.05
93495	WAT - PS1 UPGRADE		88.16
93522	WAT - SPRING HILLS UPS BATTERY		18.62
93551	CONDUIT PARTS FOR Z1R1 PROPANE TANK		79.79
93552	12X12 BACK PLATE		14.40
93597	WAT - S19 UPGRADE		102.77
93598	WAT - S19 UPGRADE		273.51
93632	WAT - PS1 UPGRADE		74.50
93633	WAT - PS1 UPGRADE		11.50
93634	WAT - S19 UPGRADE		48.85
93670	BACK PLATE CREDIT		-13.20
93803	ENCLOSURE AND BACKPLATE		181.40
93812	WAT - S19 UPGRADE		93.56
93830	WAT - S19 UPGRADE		55.56
		VENDOR TOTAL:	1,808.45
66666-MISC P-CARD VENDOR			
93417	MEAL DURING CONFERENCE TO BE REIMBURSED BY AWWA		19.80
93422	ALLEN WRENCH SOCKETS FOR UNIT 103		29.97
93433	ROOM DURING CONFERENCE		802.34
93434	BAGGAGE FEE DURING CONFERENCE-TO BE REIMBURSED BY		30.00
93453	SAW BLADE		135.45
93503	GLUE TO REPAIR TRIP THAT IS FALLING DOWN IN REGION		9.94
93504	WORK BOOTS		119.24
93524	SEALANT FOR PS-1 HATCHES		50.76
93530	CASA QUINTA PRV		4.85
93533	TRUCK STOCK UNIT 48		39.97
93581	SHOVELS FOR UNIT 39		19.94
93584	WO62351 ROZET WATER LOAD OUT POWER SUPPLY		64.15

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	93605	AWIA WORKSHOP FEE FOR JUNDT AND REYNOLDS	100.00
	93612	BLADE FOR 33 TO CUT W'S	16.00
	93621	BACKFLOW LETTER POSTAGE	100.00
	93693	WAT - S19 UPGRADE	140.15
	93728	MEAL DURING CONFERENCE	28.90
	93729	MEAL DURING CONFERENCE	43.47
	93743	WRANGLER PRV PARTS	25.68
	93781	GRASS SEED FOR CURB STOP AND WINTER REPAIRS	49.90
	93782	WING NUT AND PLUG FOR OIL ON M-10	2.98
	93787	SEED AND SEED BLANKET TO FIX LANDSCAPING	58.92
	93828	MILITARY WELCOME AND SEND OFF FOR BILLY H. AND MIC	38.99
	93829	WAT - S19 UPGRADE	13.34
	93845	WATER METER UPGRADE LETTER POSTAGE	100.00
	93850	PARTS FOR HIGHWAY 50 TRACER STATIONS	6.99
	93854	PARTS TO REPAIR TOILET AT DC-2	27.99
	93855	PROPANE TANK DIAL WITH HALL EFFECT MODULE	136.32
	93871	MEAL DURING WATER LOSS CLASS	17.40
	93872	MEAL DURING WATER LOSS CLASS	21.36
		VENDOR TOTAL:	2,254.80
2038-POWDER RIVER POWER			
	93553	PUMP HOSE FOR UNIT 39	309.78
		VENDOR TOTAL:	309.78
		DIVISION TOTAL:	4,373.03
77-SWIMMING POOL			
66666-MISC P-CARD VENDOR			
	93462	2-PART EPOXY FOR LEAKING FITTING IN POOL PUMP ROOM	34.93
	93730	EPOXY FOR POOL	24.95
	93767	2 1/2" FIRE HOSE FITTING FOR THE POOL	72.50

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
77-SWIMMING POOL			
66666-MISC P-CARD VENDOR			
	93851	WRISTBANDS FOR POOL	231.28
		VENDOR TOTAL:	363.66
		DIVISION TOTAL:	363.66
		DEPARTMENT TOTAL:	4,736.69
		FUND TOTAL:	4,736.69

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1197-BORDER STATES ELECTRIC			
93446	SC - SUBSTATION UPGRADE, DONKEY CREEK		39.43
93473	SC - SUBSTATION UPGRADE, WARLOW		96.68
93805	GENERATOR CORD END		129.51
93822	ES - Substation LTC LED Light Bulbs		27.48
		VENDOR TOTAL:	293.10
66666-MISC P-CARD VENDOR			
93409	LIFTING SLING		209.92
93420	NS2 IRIG-B CABLE		32.56
93435	CUTTING BLADE/CONCRETE SAW BLADE		135.45
93436	SHOVELS		25.98
93458	HOT STICK		40.47
93583	WIRE STRIPPING KNIFE		47.50
93608	METER TEST BOARD REPAIR		240.00
93631	HATS FOR CREW		415.20
93638	TOOLS		36.50
93660	2-WAY RADIO CHARGER		66.50
93783	METER TEST BOARD CALIBRATION		500.00
93793	LUNCH/LINEMAN APPRECIATION DAY		222.91
93817	TOOLS		21.00
93818	TOOLS		45.90
93859	BOLTS & WASHERS		35.70
		VENDOR TOTAL:	2,075.59
2038-POWDER RIVER POWER			
93505	SC - SUBSTATION UPGRADE, WARLOW		272.30
		VENDOR TOTAL:	272.30
		DIVISION TOTAL:	2,640.99
		DEPARTMENT TOTAL:	2,640.99
		FUND TOTAL:	2,640.99

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1197-BORDER STATES ELECTRIC		
93765	THREADED REDUCING BUSHINGS	9.34
93804	OVERLOAD RESET BUTTON	20.86
	VENDOR TOTAL:	30.20
66666-MISC P-CARD VENDOR		
93406	ENCLOSURE NAME PLATE	7.28
93419	WELDING AND CHIPPING HAMMER	26.97
93459	PARTS FOR SHED (YARDWASTE) IN PLANT	143.15
93472	LAB SUPPLIES	399.13
93512	TOOLS	99.77
93529	TOOLS	39.99
93546	BRAKE DISCS FOR BAR SCREEN	139.69
93577	YARD WASTE TESTING SUPPLIES	103.59
93578	SUPPLIES FOR SODIUM HYPO CHLORITE	15.80
93579	MISCHARGE TO BE CREDITED BACK TO CITY ACCOUNT	216.25
93607	SUPPLIES FOR YARD WASTE	184.83
93639	TWO BACKFLOW DEVICES	560.14
93667	BUTTERFLY VALVES	899.10
93668	ZIPLOC BAGS FOR COMPOST TESTING	9.96
93749	BOLTS FOR BOXELDER	1.84
93796	ROOM DURING CONFERENCE	282.00
93799	BOLTS FOR 1200 BLDG.	938.50
93800	BLGD. 1600 WATERLINE	51.79
93801	HYDRANT FOR CLARIFIERS	105.07
93862	WOOD CHIPS FOR SEWER REPAIR-YARD ON 103 W 10TH STR	36.27
	VENDOR TOTAL:	4,261.12
1511-NORCO INC		
93613	GLOVES AND HEARING PROTECTORS	21.55
93746	SEASONAL RAIN SUIT	80.61
	VENDOR TOTAL:	102.16

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1697-NORTHWEST SCIENTIFIC INC			
93582		LAB SUPPLIES	106.79
		VENDOR TOTAL:	106.79
		DIVISION TOTAL:	4,500.27
		DEPARTMENT TOTAL:	4,500.27
		FUND TOTAL:	4,500.27

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
93470		WASH BAY CART WASHER	15.99
93489		ECSC DOOR LATCHES	656.13
93517		VM VALVE REG.	11.08
93518		VM VALVE REG.	10.00
93519		ECSC DOOR LATCHES CORRECTED TOTAL	-31.24
93540		REPAIR WANDS IN WASH BAY	38.60
		VENDOR TOTAL:	700.56
		DIVISION TOTAL:	700.56
		DEPARTMENT TOTAL:	700.56
		FUND TOTAL:	700.56

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
66666-MISC P-CARD VENDOR			
93841		WM SUPERCENTER #1485 - CLIPBOARDS FOR THE WAREHOUS	14.76
		VENDOR TOTAL:	14.76
		DIVISION TOTAL:	14.76
		DEPARTMENT TOTAL:	14.76
		FUND TOTAL:	14.76

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
93428	WO 64495 - UNIT 88 - FASTENERS	11.95
93440	WO 65962 - UNIT 150150 - CHEYENNE WY	39.00
93483	WO 65962 - UNIT 150150 - CHEYENNE WY	38.00
93486	WO 64839 - UNIT 444 - SPARK PLUGS	112.88
93538	WO 65008 - UNIT 149 - FLUSH TRUCK NOZZLE PARTS	578.59
93539	MAC TOOLS - ROZET	2,218.12
93547	CENEX TOWN C07042880 - FUEL FOR PD #48	71.71
93558	WO 65122 - UNIT 439 - TIRE	133.02
93585	SHELL OIL 57446511305- FUEL FOR PD #10	20.01
93590	VM - FLEET PARTS FOR ALL UNITS	442.77
93618	WO 65088 - UNIT 160401 - HOSE ASSY	145.56
93619	VM - TAPE FOR VM BROTHERS PRINTER	18.99
93620	VM - FLEET PARTS FOR ALL FLEET UNITS	1,107.81
93647	WO 64839 - UNIT 444 - MOTOR ASSY.	148.78
93739	WO 65180 - UNIT 437 - ADJUSTER ASSY AND SWITCH ASS	103.30
93755	WO 65180 - UNIT 437 - SWITCH AND LOCK ASSY	58.83
93756	WO 65392 - UNIT 188 - EGR RESERVIOR	268.45
93790	VM - SHOP ORDER PARTS	13.64
93791	WO 65493 - UNIT 160136 - GASKET SEAL	16.70
93802	WO 65421 - UNIT 101 - SHIP PARTS BACK TO GOBAL	91.20
93807	WO 65964 - UNIT 150150 - ROCK SPRINGS WY	46.86
93825	WO 65596 - UNIT 150129 - SEPERATOR ASSY	78.02
93836	EXXONMOBIL 45947843 - FUEL PD #8	15.34
93837	CONOCO - MAXS CONOCO - FUEL PD #12	23.60
93842	WO 65667 - UNIT 24 - TIRE LABOR	82.00
93843	WO 65691 - UNIT W22 - TIRES TRAILER	320.00
93861	WO 65961 - UNIT 113 - AURORA CO	37.47
VENDOR TOTAL:		6,242.60

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2038-POWDER RIVER POWER		
93844	WO 65695 - UNIT 96 - HOSE ASSY	139.00
	VENDOR TOTAL:	139.00
2309-WHITE'S FRONTIER MOTORS		
93427	WO 64807 - UNIT 438 - RETAINER	39.94
93488	WO 64878 - UNIT 466 - MAGNET	85.63
93515	WO 64980 - UNIT 430 - STRUT	30.03
93588	WO 64808 - UNIT 450 - F-PANEL	57.63
93589	WO 65462 & 65492 UNIT 128 & 78 - COVER	56.36
93719	WO 64935 - UNIT 143 - PIPES	94.37
93720	WO 64935 - UNIT 143 - SEALS	19.53
93721	WO 64935 - UNIT 143 - GASKET	12.57
	VENDOR TOTAL:	396.06
	DIVISION TOTAL:	6,777.66
37-VEHICLE REPLACEMENT		
66666-MISC P-CARD VENDOR		
93412	WO 61117 - UNIT 190469 - REPAIR SCRATCHES	210.00
93484	VM - OFFICE SUPPLY - JIMS OFFICE	75.08
93487	WO 61115 - UNIT 190450 - PROJECT 19VM12 - NEW UNIT	22.50
93516	UNIT 190459, 190442, 190450, AND 190454 - NEW UNIT	392.00
93646	PROJECT 19VM15, 19VM08, 19VM09 AND 19VM07 - NEW UN	490.00
93722	WO 61112 - UNIT 190441 - PROJECT 19VM09 - NEW UNIT	4.50
	VENDOR TOTAL:	1,194.08
	DIVISION TOTAL:	1,194.08
	DEPARTMENT TOTAL:	7,971.74
	FUND TOTAL:	7,971.74

Expenditure Approval Report
Check Approval Date of 05/13/2019



Invoice Number		Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
66666-MISC P-CARD VENDOR			
93648		WO 56119 - UNIT 70 - REPAIR RIGHT FENDER	2,480.17
		VENDOR TOTAL:	2,480.17
		DIVISION TOTAL:	2,480.17
		DEPARTMENT TOTAL:	2,480.17
		FUND TOTAL:	2,480.17
		GRAND TOTAL:	62,581.76



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Member Carsrud - \$30.90

BACKGROUND:

Internet Reimbursement - \$30.90

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 05/21/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
2710-TIM CARSRUD		
93896	INTERNET REIMBURSEMENT	30.90
	VENDOR TOTAL:	30.90
	DIVISION TOTAL:	30.90
	DEPARTMENT TOTAL:	30.90
	FUND TOTAL:	30.90
	GRAND TOTAL:	30.90



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Mayor Carter-King - \$32.49

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Bills and Claims](#)

Expenditure Approval Report
Check Approval Date of 05/21/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	93897	INTERNET REIMBURSEMENT	32.49
		VENDOR TOTAL:	32.49
		DIVISION TOTAL:	32.49
		DEPARTMENT TOTAL:	32.49
		FUND TOTAL:	32.49
		GRAND TOTAL:	32.49



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

ITEM TABLED UNTIL MAY 21, 2019: An Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be Known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (2/12/2019 - Planning Commission Vote 5/0)

BACKGROUND:

Ordinance 1st Reading: 7/0 (February 19, 2019)

Ordinance 2nd Reading: (March 5, 2019 - Item tabled until April 16, 2019). **Open motion on the table by Councilman Carsrud, seconded by Councilman Brown.**

Ordinance 2nd Reading: (April 16, 2019 - **Item tabled until May 21, 2019**)

The owner is seeking approval of an Amended Final Planned Unit Development Plat known as the Amended PUD Final Plat, The Villas At Legacy Ridge.

The Villas at Legacy Ridge are located east of the Campbell County Recreation Center along Shoshone Avenue. The owner is seeking to adjust the sizes of 13 lots by combining and reducing the number of lots. Four lots are west of Quarter Horse Avenue which will be combined into two lots. Five lots north of Villa Way will be combined into three lots. And four lots on the east will be combined into two lots.

Planned Unit Development plats with the accompanying Draft Ordinance regulate the zoning components of the development. The Draft Ordinance provides the zoning design components of the development. Specifically, the Ordinance addresses the building setback requirements, building footprint size and parking. All other aspects of the ordinance governing the existing developed lots will remain unchanged and continue to follow the previous Ordinance No. 3661.

Access to each lot will be from Quarter Horse Avenue or Villa Way. Due to the proximity of Lots 9H and 9J to Shoshone Avenue, one common access will be allowed with a common access easement from Villa Way. Access to Shoshone Avenue will not be allowed.

Water and sewer mains and electrical run north and south on lot 9H and 9J. An easement shall remain in place to provide access to these utilities.

Each existing lot is currently served by water, sewer and electrical. Prior to the recording of the final plat,

the owner shall provide a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for approval of Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements on Second Reading.

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> PC Meeting Minutes 02/12/2019
<input type="checkbox"/> Planning Requirements
<input type="checkbox"/> Aerial and Vicinity Map
<input type="checkbox"/> Plat
<input type="checkbox"/> Ordinance

CITY OF GILLETTE PLANNING COMMISSION

Minutes of the regular meeting
City Council Chambers – City Hall
February 12, 2019

PRESENT

Commission Members Present: Chairman Jim Nielson, Vice-Chair Cindy Reardon, Brenda Green, Jennifer Tuomela, and Ted Jerred

Commission Members Absent: Sheryl Martin and Trevor Matson

Staff Present: Clark Sanders, Planner; Meredith Duvall, Planner; and Annie Mayfield, GIS and Planning Manager

CALL TO ORDER

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

APPROVAL OF
THE MINUTES

A motion was made by Ted Jerred to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of January 8, 2019. Jennifer Tuomela seconded the motion. Motion carried 5/0.

18.039PUDF -
AMENDED
PUD FINAL
PLAT THE
VILLAS AT
LEGACY
RIDGE

The owner is seeking approval of an Amended Final Planned Unit Development Plat known as the Amended PUD Final Plat, The Villas At Legacy Ridge. Access to each lot will be from Quarter Horse Avenue or Villa Way. The owner is seeking to adjust the sizes of the 13 lots by combining and reducing the number of lots. As the owner wishes to combine lots, a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Ted Jerred asked if the Home Owners Association (HOA) was still active, and if so, how would that affect the selling of the lots. Clark Sanders was unable to speak about the HOA, however the agent on the project, Richard Doyle was present and was asked the question. Richard Doyle was unable to speak on the HOA and deferred to the project manager for the developer, Michael Kuglin. Michael Kuglin was also unable to speak on the HOA and to what extent they are involved but said that he would speak with the developer, Mark Christensen, and get back to staff on the matter by Thursday, February 14, 2019.

Chairman Nielsen asked if there were any more questions or comments on the case from the Commission or the public. There being no further comments or questions, Chairman Nielsen made a motion to approve the case, Vice-Chair Reardon seconded the motion. Motion carried 5/0.

OLD
BUSINESS

None

NEW
BUSINESS

Clark Sanders said there were five upcoming cases for the February 26, 2019 meeting. The Planning Commission meeting for March 12, 2019 will be canceled as staff did not receive any submittals for that time period. And as of now, there will be one case for the March 26, 2019 meeting, whose deadline for new submittals is February 20, 2019

ADJOURNMENT

The meeting adjourned at 7:13 p.m.

Minutes taken and prepared by Meredith Duvall, Planner.

DRAFT

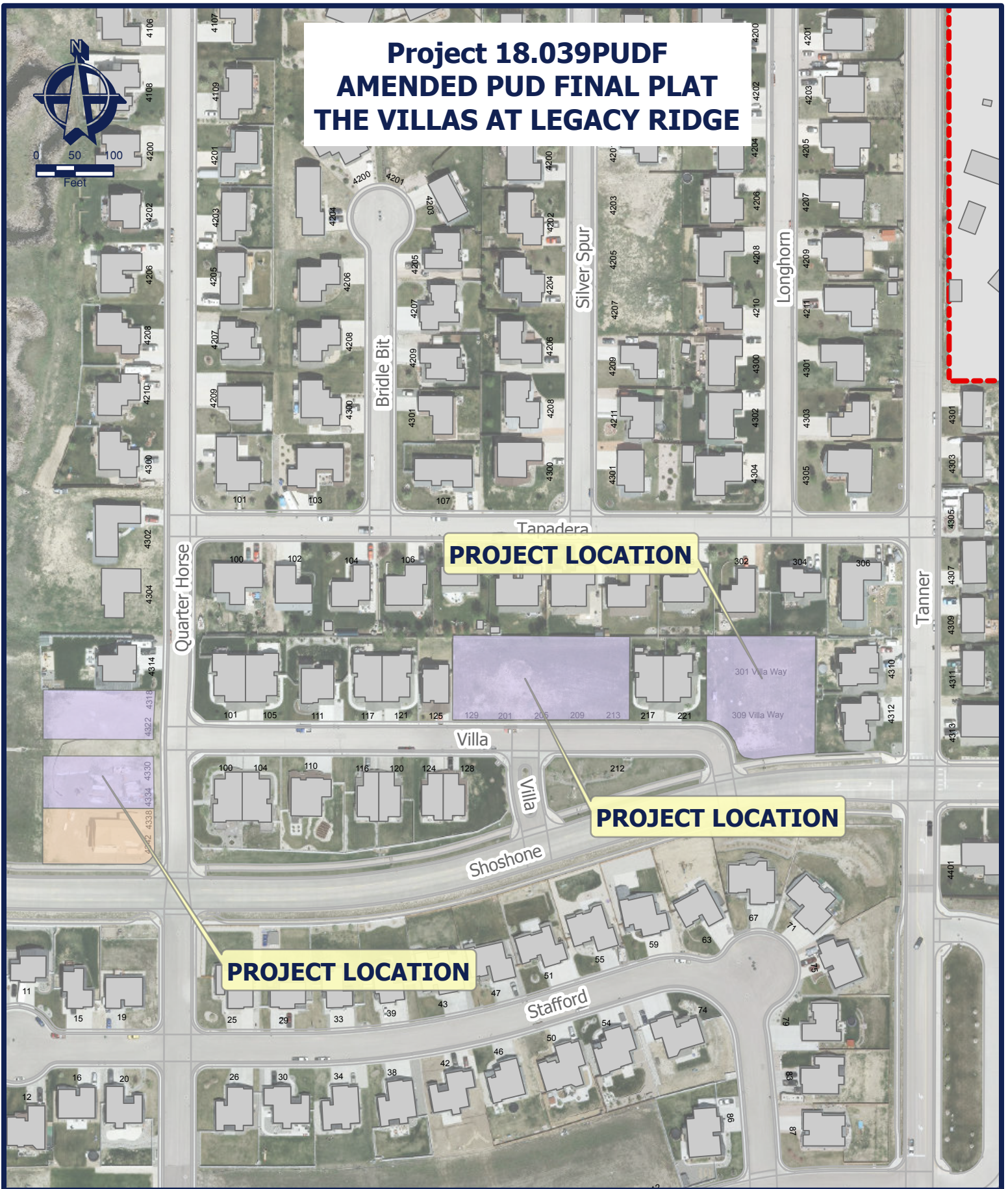
Planning Requirements

18.039PUDF

Amended PUD Final Plat - The Villas at Legacy Ridge

1. The applicant will address all comments and concerns in ePlans before submitting a final, signed mylar to be recorded by the Campbell County Clerk.
2. A recording fee of \$75 (seventy-five), payable to the Campbell County Clerk must be submitted with the final mylar.
3. A Service Line Agreement will need to be executed.
4. A Title Report needs to be submitted to the City Planning Division.
5. The Ordinance originally recorded with the Final Planned Unit Development Plat for The Villas at Legacy Ridge must be amended to include the newly established lots and submitted with the plat to be recorded. The recording fee for these documents must also be submitted with the final mylar.

Project 18.039PUDF AMENDED PUD FINAL PLAT THE VILLAS AT LEGACY RIDGE



CITY OF GILLETTE

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

12/17/2018 4:38 PM

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.

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

DEDICATION

Know all men by these presents that the undersigned MC HITT DEVELOPMENT, LLC, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing THE VILLAS AT LEGACY RIDGE, PHASE 1 PARTIAL RESUBDIVISION PLANNED UNIT DEVELOPMENT IN THE CITY OF GILLETTE being more particularly described as follows:

Lots 1F, 1G, 2D, 2E, BLOCK 1 & LOTS 5D, 6C, 6D, 7C, 7D, 9D, 9E, 9F AND 9G, BLOCK 2, THE VILLAS AT LEAGACY RIDGE, CITY OF GILLETTE

Said tract of land contains 1.49 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

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

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

Executed this _____ day of _____, A.D., 20__

Owner: MC Hitt Development, LLC

Signed by Mark A. Christensen
as member of Mc Aegis, LLC
as owner of MC Hitt Development, LLC

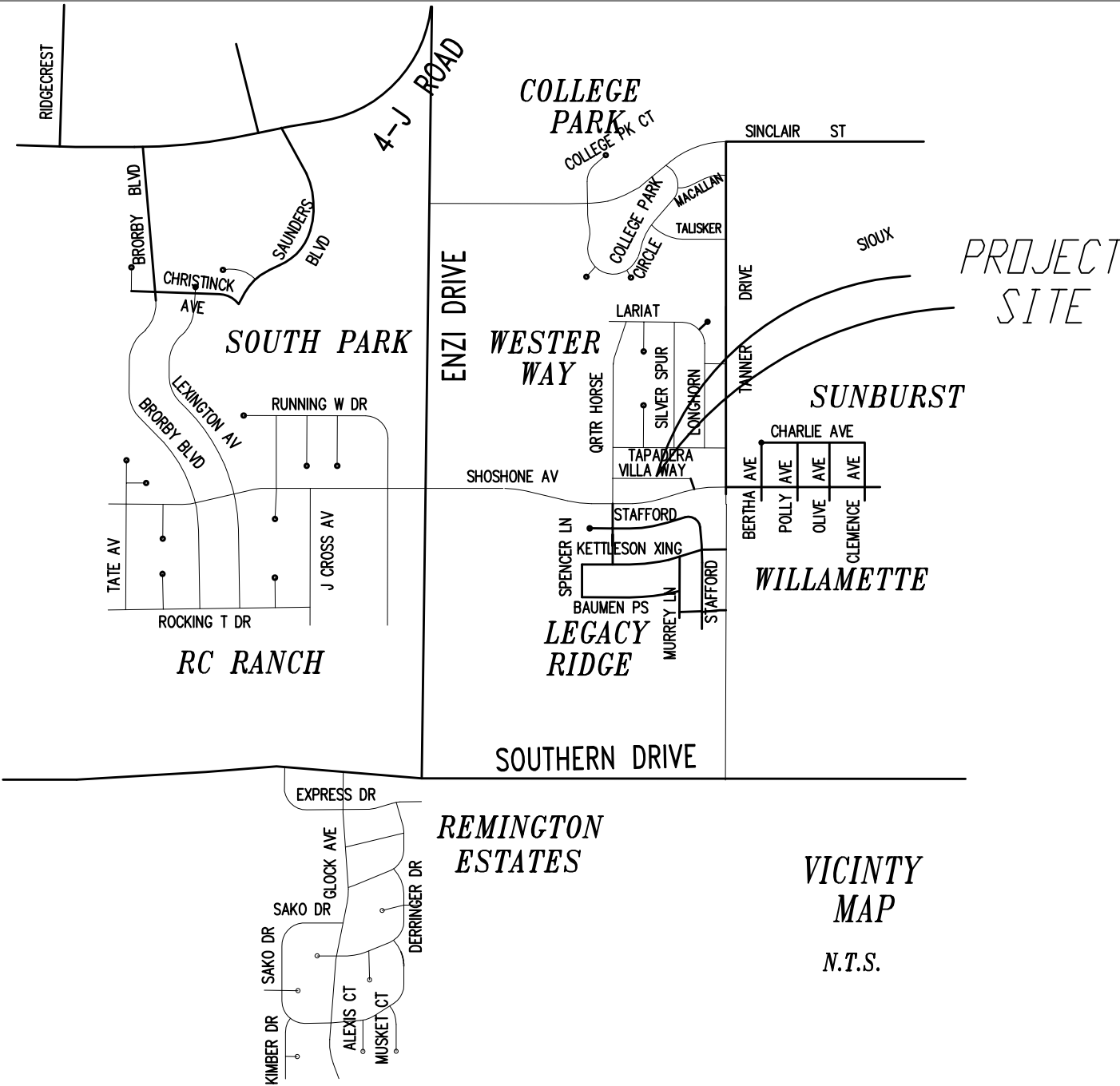
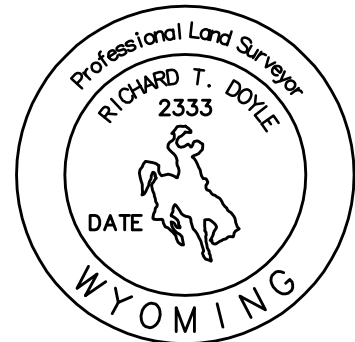
STATE OF WYOMING)
) ss
COUNTY OF CAMPBELL)
The foregoing instrument was acknowledged before me this _____
day of _____, A.D., 20____, by Mark A. Christensen
as member Mc Aegis LLL, owner MC Hitt Development, LLC,
voluntary act and deed.
Witness my hand and official seal.

Notary Public
My Commission Expires _____

THE VILLAS AT LEGACY RIDGE,
PHASE I
PARTIAL RESUBDIVISION,
PLANNED UNIT DEVELOPMENT
IN THE
CITY OF GILLETTE, WYOMING

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF
Lots 1F, 1G, 2D, 2E, BLOCK 1, & LOTS
5D, 6C, 6D, 7C, 7D, 9D, 9E, 9F AND 9G,
BLOCK 2, THE VILLAS AT LEAGACY RIDGE,
BOOK 9 OF PLATS, PAGES 258-259 OF
THE RECORDS OF THE CAMPBELL COUNTY
CLERK. ALL EARLIER PLAT OR PORTIONS
THEREOF, ENCOMPASSED BY THE
BOUNDARIES OF THIS PLAT ARE HEREBY
VACATED.



SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of THE VILLAS AT LEGACY RIDGE, LEGACY RIDGE-PHASE I PARTIAL RESUBDIVISION, PLANNED UNIT DEVELOPMENT IN THE CITY OF GILLETTE, WYOMING, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.

APPROVALS

Data on this plat reviewed this _____ day of _____, 20____A.D., by the City Engineer of Gillette, Wyoming.

City Engineer

This plat approved by the City of Gillette Planning Commission this _____ day of _____, 20____A.D.

Chairman Secretary

Approved by the City Council of the City of Gillette, Wyoming this _____ day of _____, 20____A.D.

Mayor City Clerk

This plat filed for record in the office of the County Clerk and Recorder at _____ o'clock __m., _____ A.D., and is duly recorded in Book _____ of Plats, Page No. _____

County Clerk

PUD FINAL PLAT

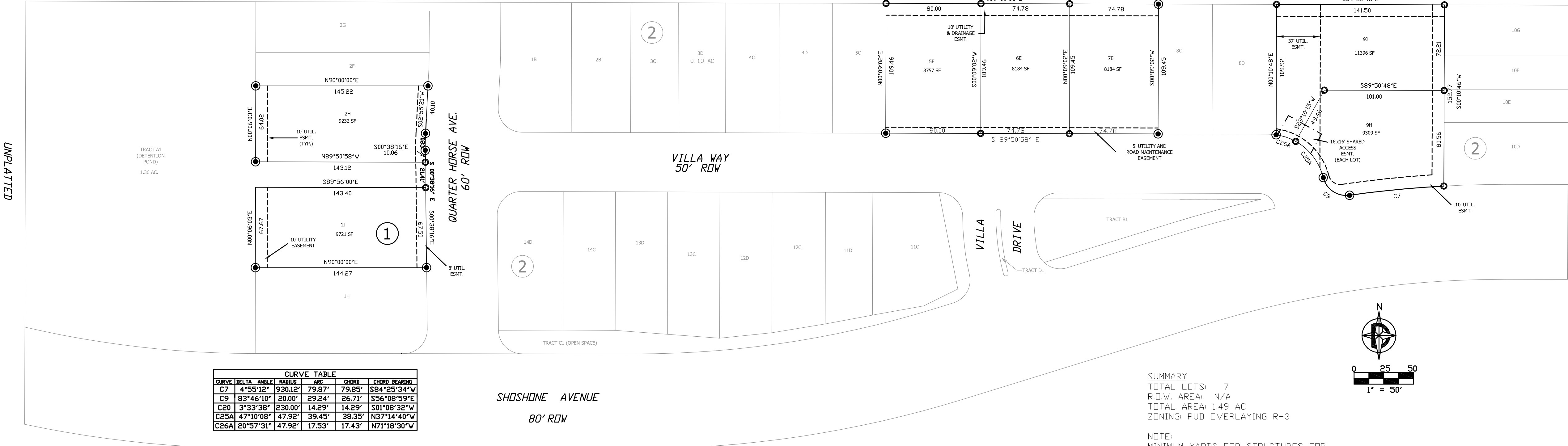
THE VILLAS AT LEGACY REIDGE,
LEGACY RIDGE-PHASE I
PARTIAL RESUBDIVISION, PLANNED
UNIT DEVELOPMENT

PREPARED FOR: MC HITT DEVELOPMENT LLC PO BOX 1269 GILLETTE, WY 82717	PREPARED BY: DOYLE SURVEYING INC. 801 E. Fourth St. Suite C-8 Gillette, WY 82716 PH: (307) 686-2410
---	--

DATE OF PREPARATION: DECEMBER, 2018 SHT 1 OF 1

REVISED: 1-16-19
REVISED: 1-7-19

UNPLATTED



CURVE	DELTA	ANGLE	RADIUS	ARC	CHORD	CHORD BEARING
C7	4°35'12"	1930.12'	79.87'	79.85'	84°25'34"W	
C9	83°46'10"	20.00'	25.24'	26.71'	S56°08'59"E	
C20	3°33'38"	230.00'	14.29'	14.29'	S01°08'32"W	
C25A	47°10'08"	47.92'	39.43'	38.35'	N37°14'40"W	
C26A	20°57'31"	47.92'	17.53'	17.43'	N71°18'30"W	

SUMMARY
TOTAL LOTS: 7
R.O.W. AREA: N/A
TOTAL AREA: 1.49 AC
ZONING: PUD OVERLAYING R-3

NOTE:
MINIMUM YARDS FOR STRUCTURES FOR LOT 9J, BLOCK 2 SHALL BE TEN FEET (10') ON ALL SIDES WITH THE MAXIMUM PERCENT OF SITE COVERAGE OCCUPIED BY BUILDING FOR THE LOT NOT TO EXCEED 50%

LEGEND

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3661 AND ASSOCIATED VILLAS AT LEGACY RIDGE PLAT TO BE KNOWN AS THE AMENDED PLANNED UNIT DEVELOPMENT, THE VILLAS AT LEGACY RIDGE, PHASE I, TO THE CITY OF GILLETTE, WYOMING

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

SECTION 1. The zoning of the property legally described below will be changed by amending parts of a P.U.D. overlaying the existing R-3 Single and Multiple Family Residential District for the Property, according to Section 12 and 15 of the Zoning Ordinance of the City of Gillette. Pursuant to City of Gillette Zoning Ordinance Section 3 b. (2), provision of this ordinance shall apply to all private lands within the corporate limits of the City of Gillette, Wyoming.

A PARCEL OF PROPERTY LOCATED WITHIN THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING DESCRIBED AS FOLLOWS:

LOTS 1J, 2H, BLOCK 1, LOTS 5E, 6E, 7E, 9J, AND 9H, BLOCK 2,
AMENDED PUD PLAT, THE VILLAS AT LEGACY RIDGE, PHASE 1

SAID PARCELS CONTAIN 1.49 ACRES, MORE OR LESS (the “Property”).

Incorporated herein by reference is City of Gillette Ordinance No. 3661, *An Ordinance for the Final Plat titled Final Plat – A resubdivision of Legacy Ridge, Phase I, City of Gillette, Wyoming, Legacy Ridge, Phase I Planned Unit Development to be known as The Villas at Legacy Ridge in the City of Gillette, Wyoming by Overlaying a Planned Unit Development Zoning District over the Existing R-3 Single and Multiple Family Residential District*, hereinafter referred to herein as “Ordinance No. 3661”.

No changes shall be made to any other property currently authorized under Ordinance No. 3661 and not specifically referenced herein as the “Property”.

SECTION 2. This Planned Unit Development zoning overlay was approved by the Gillette City Planning Commission on January 22, 2019.

SECTION 3. In accordance with Section 15c. of the Zoning Ordinance of the City of Gillette, the following Project Specific Development Standards shall govern the **Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I** (the “Neighborhood”) and the Property..

1. Permitted Uses:

Those Permitted Uses provided for in Ordinance No. 3661, including:

- a. Single family dwelling
- b. Condominium or Townhome
- d. Day Care (family child care home) with appropriate State license and operated from the provider’s home with a special permit
- e. Accessory uses as permitted and defined in the City of Gillette Zoning Ordinance for the R-3 Single and Multiple Family Residential District.

Multiple family dwelling(s) shall be excluded from the Neighborhood.

2. Additional Uses:

Those Additional Uses provided for in Ordinance No. 3661, including:

1. Storm water conveyance and detention facilities
2. Utility infrastructure

3. Minimum Lot Size:

That Minimum Lot Size provided for in Ordinance No. 3661:

2,924 sq. ft.

4. Maximum Lot Size:

15,000 sq. ft.

5. Maximum Height of Structure:

That Maximum Height of Structure provided for in Ordinance No. 3661:

Thirty-five feet (35')

6. Building/Lot Site Coverage:

- a. Maximum size of building footprint:

Existing Structures:	As already approved
Single-Family Detached Home:	5,000 square feet
Single-Family Detached Structure or Townhome:	5,000 square feet
Each Unit:	2,500 square feet

- b. Maximum percent of site coverage occupied by building: 60%

7. Minimum Setbacks on the Front, Side and Rear Yards:

- a. Those Minimum Setbacks on the Front, Side and Rear Yards provided for within Ordinance No. 3661.
- b. Due to its unique configuration, when building upon Lot 9J, Block 2, the minimum setbacks for the Front, Side and Rear Yards shall all be Five feet (5'), provided, however that developer shall ensure a setback of at least Twenty feet (20') on two parallel yards of the lot.

8. Project Specific Unique Development or Design Standards:

The Neighborhood provides for the following features:

- Ranch style paired homes
- Attractively designed condominiums and townhomes
- Single-family detached homes
- A variety of housing alternatives to encourage a mix of young families, traditional families, and seniors and those looking to age in place
- Common area maintenance
- Covenant controlled community
- Attractively landscaped common areas which buffer the neighborhood from Shoshone Avenue
- Consistent landscaping design from home to home
- Those Project Specific Unique Development or Design Standards provided for in Ordinance No. 3661.

9. Landscaping, Buffering and Screening Standards:

Those Landscaping, Buffering and Screening Standards provided for within Ordinance No. 3661.

10. Area Designated for Common Open Space and Facilities:

Those Area(s) Designated for Common Open Space and Facilities provided for within Ordinance No. 3661.

11. Signage Requirements:

Those Signage Requirements provided for within Ordinance No. 3661.

12. Parking:

Each home shall have a two- or three-car garage and driveway that accommodates at least two cars.

13. Ownership of Common Areas and Facilities:

That Ownership of Common Areas and Facilities provided for within Ordinance No. 3661.

14. Site Access and Street Standards:

Those Site Access and Street Standards provided for within Ordinance No. 3661, provided, however, that all references to the Private Streets referenced therein for the benefit of lands within the Neighborhood shall be struck.

15. Water and Sewer and Drainage Infrastructure:

That Water and Sewer and Drainage Infrastructure provided for within Ordinance No. 3661.

16. Phasing Plan:

There are no plans for phasing the Neighborhood.

SECTION 4. The **Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I**, in the City of Gillette is approved for filing with Campbell County Clerk and Ex-Officio Recorder of Deeds.

SECTION 5. This ordinance shall be in full force and effect upon its publication.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

Louise Carter-King, Mayor

(Seal)

ATTEST:

Cindy Staskiewicz, City Clerk

Publish Date:



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, to Amend Section 16, Definitions (sss)(1); Section 10, Sign Regulations 10.f.(1), Section 10.f.(1).(g), and Exhibit 10-2, Subject to All Planning Requirements. (Planning Commission Vote 5/0)

BACKGROUND:

Ordinance 1st Reading: 6/0 (Councilman Lundvall absent)

Ordinance 2nd Reading: 6/0 (Councilman Brown absent)

In February 2016 the applicant applied for and received a zoning permit to construct a tri-face billboard sign at the corner of Westover Road and 4-J Road. Due to delays in the manufacturing of the product the zoning and building permit expired.

In March of 2017 the applicant re-applied for a zoning permit. The March 14, 2017 zoning application was granted with conditions. The conditions were as follows:

1. *The total combined advertisement square feet (area) shall not exceed 680 sf for all conventional billboards and electronic graphic display signs to be located on this structure in accordance with Section 10.f.(1)(g) of the City Zoning Ordinance. The total, combined area of all advertisement panels as proposed is 900 sf on the plans submitted. Please reduce the advertisement area accordingly.*
2. *The electronic graphic display sign panel shall not exceed 340 sf in total area.*
3. *Based on the configuration of this structure, only one electronic graphic display panel is allowed in accordance with Section 10.f.(1)(l)(10) of the City Zoning Ordinance.*

The permit applicant, in a written statement, indicated *"I reserve the right to apply for a variance on the sq footage total."*

Conditions were placed upon the March 2017 permit to ensure the billboard met the provisions of the ordinance as written.

In May of 2017 the applicant was required by staff to remove advertising from one face of the tri-face billboard as it violated the terms of the permit by exceeding the maximum advertising size requirement by 220 square feet. Since that time the billboard has remained without advertising on one of the three faces of the billboard.

In November of 2017 the applicant applied for a zoning text amendment to amend the zoning regulations and allow for up to 1360 square feet of advertising on all billboards with more than two (2) advertising faces which are not back to back. This request would allow for the existing tri-face billboards to be 453 square feet in size which is 153 square feet per face larger.

Staff was unable to support the substantial increase in size however, working with the applicant, created an ordinance that allowed for the existing tri-face billboards to come into compliance and operate with 900 square feet of advertising space. The case was approved by the Planning Commission with a 7-0 vote on December 26, 2017. The Public Hearing and First Reading of the Ordinance failed with a 2-4 vote on February 6, 2018.

In 2018, the City initiated and annexed the Country Club Island Annexation which incorporated a 900 square foot tri-face sign at the corner of Boxelder and Butler Spaeth Road, accepting the billboard as is.

This application, submitted by the same owner, is once again seeking to allow the tri-face billboards to maintain the 900 square feet of advertising space as they currently exist and allow for future placement of tri-face billboards in limited areas throughout the City. These limited areas are in Agricultural Zones, Industrial Zones, and if within 250 of the Interstate right-of-way they are permitted in C-1, C-3, and C-O Districts. Further restrictions apply when a digital billboard is used for advertising space. Digital billboards require a 2000-foot separation in every direction no matter the jurisdictional boundaries.

The applicant is requesting the following zoning text amendment:

- Amend Section 16. DEFINITIONS (sss) (1) to include the following:

(b) Tri-Face Billboards: a Billboard with three (3) advertising faces supported by 1 or more uprights, poles or braces in or upon the ground, and not attached to any building.

(c) Billboards shall not exceed a maximum of 3 advertising faces.

- Amend Section 10.f.(1).(g) to include the following:

1. ***See Section 10.f.(1).(m) for Tri-Face Billboard Measurement limits and 10.g for further billboard measurement guidance.***

- Amend Section 10.f.(1) to include the following:

(m) Tri-Face Billboards: Tri-Face Billboards shall be permitted with the same placement requirements as all other billboards as listed in Section 10, except that they shall maintain a minimum distance of two thousand (2,000) feet, in all directions between each tri-face billboard. This distance shall apply in all cases, regardless of any jurisdictional boundaries between billboards. The total advertising area of a tri-face billboard shall not exceed 900 square feet. Per

Section 10.f.(1).(l).(10), one (1) Electronic Graphic Display (maximum of 340 square feet of advertising space) shall be allowed as part of a tri-face billboard's total advertising area.

Amend Exhibit 10-2 as shown in Exhibit.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve an Ordinance Approving and Authorizing a Zoning Text Amendment to Amend the Zoning Ordinance of the City of Gillette, Wyoming, To Amend Section 16, Definitions (sss)(1); Section 10, Sign Regulations 10.f.(1), Section 10.f.(1).(g), and Exhibit 10-2, Subject to All Planning Requirements on Third and Final Reading.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Ordinance
<input type="checkbox"/> Sign Exhibit
<input type="checkbox"/> Planning Requirements
<input type="checkbox"/> Feb 22, 2019 Text Amendment Application
<input type="checkbox"/> Feb 24, 2016 Zoning Permit
<input type="checkbox"/> March 9, 2017 Zoning Permit
<input type="checkbox"/> Meeting Minutes 4/9/2019

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING A ZONING TEXT AMENDMENT TO AMEND THE ZONING ORDINANCE OF THE CITY OF GILLETTE, WYOMING, TO AMEND SECTION 16, DEFINITIONS (sss) (1); SECTION 10, SIGN REGULATIONS 10.f.(1), SECTION 10.f.(1).(g), AND EXHIBIT 10-2, SUBJECT TO ALL PLANNING REQUIREMENTS

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

SECTION ONE: Paragraph (b) and (c) shall be added to Section 16 (sss) (1) of the Zoning Ordinance of Gillette, Wyoming to read as follows:

(b) Tri-Face Billboards: a Billboard with three (3) advertising faces supported by one (1) or more uprights, poles or braces in or upon the ground, and not attached to any building.

(c) Billboards shall not exceed a maximum of three (3) advertising faces.

SECTION TWO: Paragraph (1) shall be added to Section 10.f.(1).(g) of the Zoning Ordinance of Gillette, Wyoming to read as follows:

(1) See Section 10.f.(1).(m) for Tri-Face Billboard Measurement limits and 10.g for further billboard measurement guidance.

SECTION THREE: Paragraph (m) shall be added to Section 10.f.(1) of the Zoning Ordinance of Gillette, Wyoming to read as follows:

(m) Tri-Face Billboards: Tri-Face Billboards shall be permitted with the same ~~spacing and~~ placement requirements as all other billboards as listed in Section 10 except that they shall maintain a minimum distance of two thousand (2,000) feet, in all directions between each tri-face billboard. This distance shall apply in all cases, regardless of any jurisdictional boundaries between billboards. The total advertising area of a tri-face billboard shall not exceed 900 square feet. Per Section 10.f.(1).(l).(10), one (1) Electronic Graphic Display (maximum of 340 square feet of advertising space) shall be allowed as part of a tri-face billboard's total advertising area.

SECTION FOUR: Exhibit 10-2 shall be amended as per the attached exhibit.

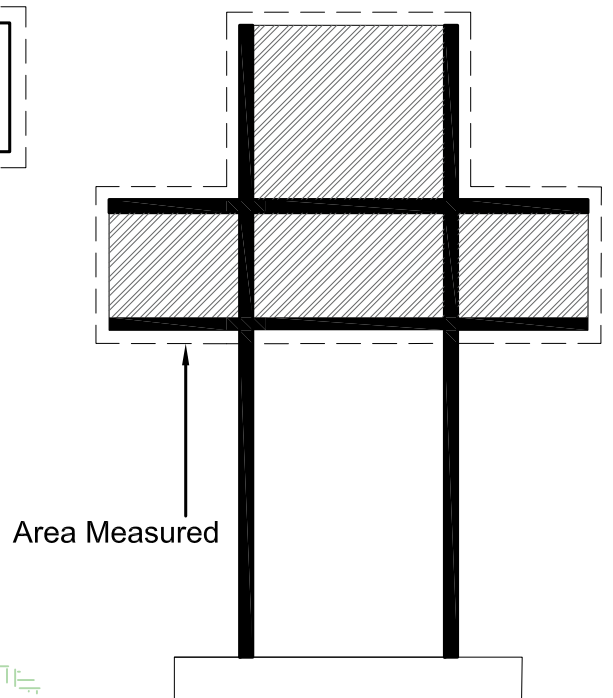
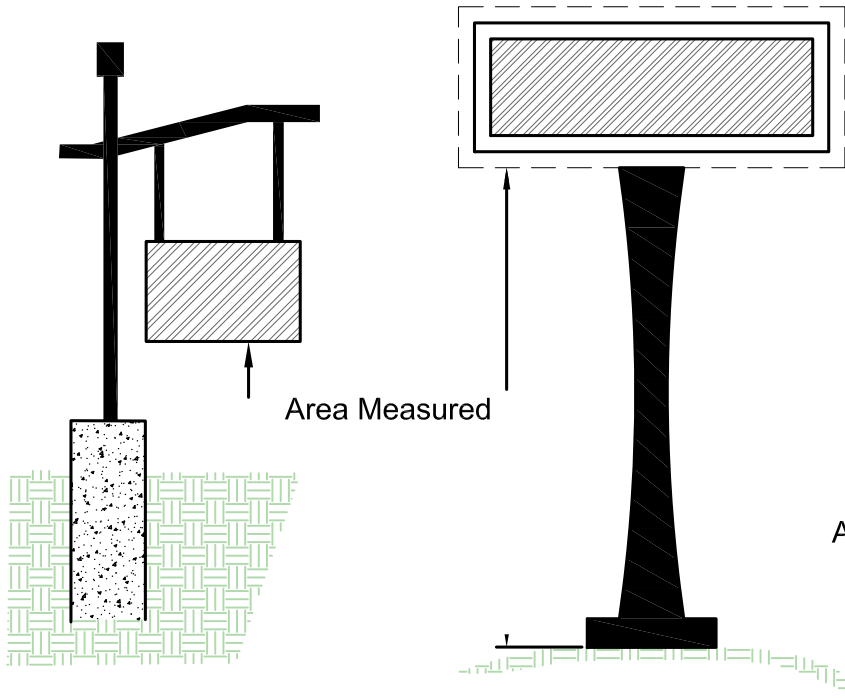
SECTION FIVE. This ordinance shall be in full force and effect on its effective date,
_____, 2019~~8~~.

PASSED, APPROVED AND ADOPTED THIS ___ day of _____, ~~2018~~2019.

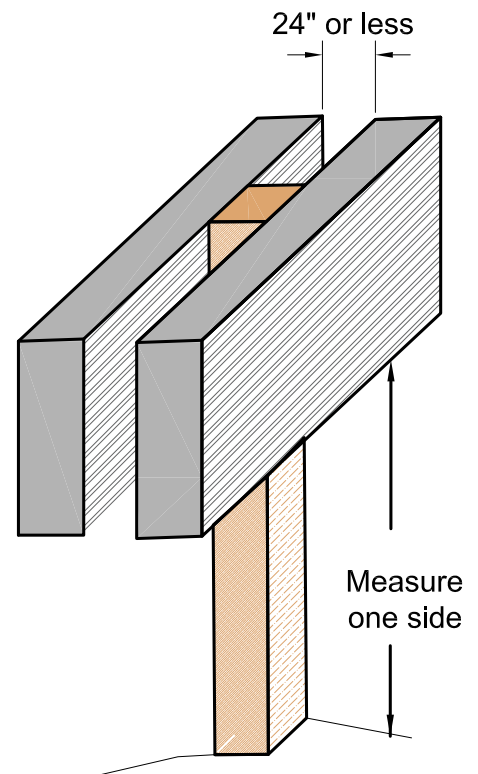
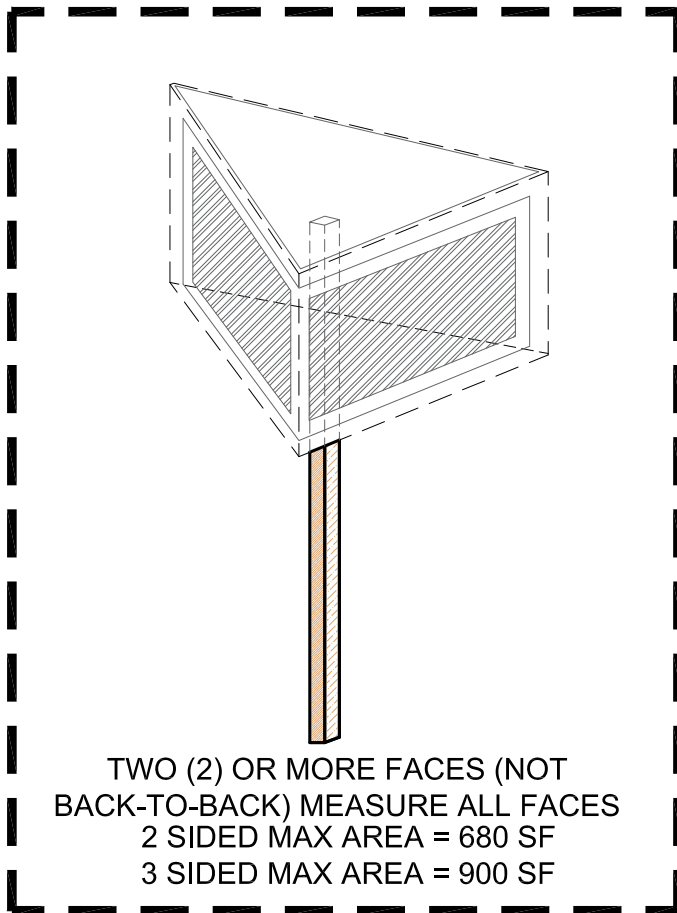
Louise Carter-King, Mayor

(S E A L)
ATTEST:

~~Karlene Abelson~~Cindy Staskiewicz, City Clerk



PROPOSED AMENDMENT



City Of Gillette
DEVELOPEMENT SERVICES
P.O. BOX 3003, 201 E. 5TH STREET
GILLETTE, WYOMING 82717
PHONE: (307) 686-5311

SIGN AREA MEASUREMENT

DRAWN BY: KEB

APPROVED BY: MHC

DATE:

JANUARY 2017

DRAWING NO.

EXIBIT 10-2

Planning Requirements

19.011ZA - Zoning Text Amendment - Billboard Signs

The are no Planning Requirements for this Case.

City of Gillette, Wyoming
Department of Community Development
Planning Division
Request For Zoning Amendment

CASE NO. _____ Z

I. Applicants Name: Target Signs

Mailing Address: PO Box 2499 Gillette, WY 82717

signs@vcn.com

Phone No.: 307-686-7788

Interest in Property: Sign Owner

II. Explain in detail the reasons for the proposed zoning amendment. Describe specifically the error in the current zoning, or how changing conditions require this requested amendment (attach additional pages if needed.)

Please see attached.

*If a map amendment, complete Section III. If a text amendment, complete section IV.

III. Map Amendment

A. I, _____ being the owner of the property described below, do hereby acknowledge and consent to this requested zoning amendment. I also hereby appoint _____ to act as my agent in behalf on all matters pertaining to the processing of this application.

Signed: _____

Mailing Address: _____

Acknowledged before me this _____ day of _____, 20__

Notary Public

II. Explain in detail the reasons for the proposed zoning amendment. Describe specifically the error in the current zoning, or how changing conditions require this requested amendment (attach additional pages if needed.)

According to current billboard zoning rules [Section 10g], a one-sided sign is allowed "680 square feet in area (on a single side)" and a two-sided (back-to-back) sign is allowed 1360 square feet. There are no provisions for three-sided signs. The purpose of this amendment is to acknowledge three-sided signs and clarify their size limitations.

<u>Sign Faces</u>	<u>Allowed Size</u>
1	680 ft ²
2	1360 ft ²
3	_____ ft ²

Target Signs successfully permitted a "10x30' tri-face monopole billboard". The permit application was complete with pictures and engineering diagrams that clearly showed three separate 10x30 ft faces (900 ft² total), and it was clearly stated that this was to be an outdoor advertising structure. The permit was granted without limitations.

Due to construction delays, the initial permit expired, and the same application was re-submitted. When the second permit was issued, a hand-written note was added stating that only 680 ft² of the structure could be used for advertising. The structure components had already been delivered to the job site and we went ahead and built the sign as permitted.

There is no logical reason a three-sided sign should be subject to the limitations of a one-sided sign rather than a two-sided sign to which it already conforms. 900 ft² is less than 1360 ft² which is already allowed for two-sided signs.

The zoning rules state: "Where a sign has two (2) or more display faces, the area of all faces shall be measured, unless such faces join back to back, are parallel to each other and are no more than twenty four inches (24") apart." But there already exist V-shaped two-sided signs which exceed 680 ft² and the entire structure is used for advertising. Three-sided signs are essentially identical to a V-shaped back-to-back sign, with the addition of a third side. It defies common sense that three sides should be allowed less square footage than two.

This amendment would clarify the rules, remove the inconsistency, and bring several existing structures into conformity. It would bring City Zoning Ordinance into conformance with County Ordinance which allows three-sided and V-shaped 2-sided signs elsewhere in Gillette. This would smooth the transition of any future annexation of existing three-sided signs.

- B. Legal description of subject property: _____

- C. Present Zoning and Use of Property: _____
- D. Requested Zoning District: _____
- E. Is this rezoning consistent with the Comprehensive Plan Land Use Map? _____
- F. Does the property proposed for rezoning meet the minimum size standards of Section 12.f. of the Zoning Ordinance? _____
- G. Attach names and mailing addresses (as shown in the records of the Campbell County Assessor) of owners of all property within 140 feet of subject property, excluding the width of any intervening street or alley.

IV. Text Amendment:

- A. Sections(s) proposed to be amended: 10(G)2
- B. Proposed wording of the section: Please see attached.

IV. Text Amendment:

A. Sections(s) proposed to be amended: 10(g)2

B. Proposed wording of the section:

10(g)2 which currently reads: *"Where a sign has two (2) or more display faces, the area of all faces shall be measured, unless such faces join back to back, are parallel to each other and are no more than twenty four inches (24") apart."* would be changed to *"Where a sign has two (2) or more display faces, the total area shall be limited to 1360 square feet."*



CITY OF GILLETTE

Development Services Department
Planning Division
P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone 307.686.5281
www.gillettewy.gov

FEBRUARY 24, 2016

Application Number: 2823
Permit Type: ZONING SIGN PERMIT
Permit Number: 3164
Property Address: 1500 4-J RD AKA SITE GILLETTE, WY 82718
Description: OFF-PREMISE TRI-FACE MONOPOLE BILLBOARD 10' x 30'
Applicant Name: TARGET SIGNS
Applicant Phone Number:
Legal Description: LOT , TRACT D VALLEY VIEW ADDITION
Zoning District: C-1

	Code Requirements	Proposed
Front Yard		
Side Yard		
Rear Yard		
Square Footage	680	300
Maximum Height	30 feet	26 feet
Site Triangle		
Easements		
Temporary or Permanent	P Billboard	P Billboard
Other		

Requirements: This billboard is approved in accordance with the documents submitted and approved in ePlans. This billboard must be a minimum of 150 feet away from all existing billboards.

APPROVED ☒ x DENIED ☐

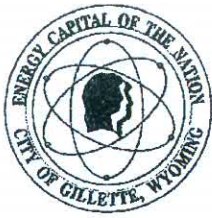
Reasons for denial:

 Date 3/1/2016
Applicant

 Date 2/24/16
Zoning Administrator
Brent Albrecht

PERMIT VALID FOR 6 MONTHS FROM DATE OF ISSUANCE

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



CITY OF GILLETTE

Development Services Department
Planning Division
P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone 307.686.5281
www.gillettesy.gov

MARCH 9, 2017

Application Number: 4133
Permit Type: ZONING SIGN PERMIT
Permit Number: 5093
Property Address: 1500 4-J RD AKA SITE GILLETTE, WY 82718
Description: 10'X30' TRI-FACE MONOPOLE BILLBOARD SIGN W/ELECTRICAL SERVI
Applicant Name: TARGET SIGN CO INC
Applicant Phone Number:
Legal Description: LOT , TRACT D VALLEY VIEW ADDITION
Zoning District: C-1

Requirements:

The permit is approved with the following conditions:

1. The total, combined advertisement square feet (area) shall not exceed 680 sf for all conventional billboards and electronic graphic display signs to be located on this structure in accordance with Section 10.f.(1)(g) of the City Zoning Ordinance. The total, combined area of all advertisement panels, as proposed, is 900 sf on the plans submitted. Please reduce the advertisement area accordingly.
2. The electronic graphic display sign panel shall not exceed 340 sf in total area.
3. Based on the configuration of this structure, only one electronic graphic display panel is allowed in accordance with Section 10.f.(1)(l)(10) of the City Zoning Ordinance.
4. Please submit the Application fee (\$2,500) and first year license fee (\$250) prior to issuance of the building permit in accordance with Section 10.f.(1)(l)(13) of the City Zoning Ordinance. Please make checks payable to the City of Gillette.
5. Please provide a copy of the separate Emergency Notification Agreement prior to activation of the Electronic Graphic Display panel in accordance with Section 10.f.(1)(l)(11) of the City Zoning Ordinance.
6. All other aspects Section 10.f.(1) of the City's Zoning Ordinance apply for maintenance, notification and contact information.

APPROVED X (per above conditions)

DENIED _____

Reasons for denial:

[Signature]
Applicant

Date March 14th 2017

[Signature] M. COLE
Zoning Administrator

Date 3-9-2017

I reserve the right to apply for a variance on sq footage total

PERMIT VALID FOR 6 MONTHS FROM DATE OF ISSUANCE

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

680

WITNESS
- M. COLE
3-14-17

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
April 9, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ted Jerred, Brenda Green, and Trevor Matson..

Commission Members Absent: Sheryl Martin and Jennifer Tuomela.

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

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

APPROVAL OF THE
MINUTES

A motion was made by Vice-Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of February 26, 2019. Brenda Green seconded the motion. Motion carried 5/0.

19.011ZA-ZONING
TEXT AMENDMENT-
Billboard Signs

The applicant, Target Sign Company, is requesting a zoning text amendment to amend Section 16. Definitions (sss) (1), Section 10.f.(1).(g); Section 10.f.(1), and Exhibit 10-2 of the Sign Regulations.

In February 2016 the applicant applied for and received a zoning permit to construct a tri-face billboard sign at the corner of Westover Road and 4-J Road. Due to delays in the manufacturing of the product the zoning and building permit expired.

In March of 2017 the applicant re-applied for a zoning permit. The March 14, 2017 zoning application was granted with the following conditions:

1. *The total combined advertisement square feet (area) shall not exceed 680 sf for all conventional billboards and electronic graphic display signs to be located on this structure in accordance with Section 10.f.(1)(g) of the City Zoning Ordinance. The total, combined area of all advertisement panels as proposed is 900 sf on the plans submitted. Please reduce the advertisement area accordingly.*
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The permit applicant, in a written statement, indicated "I reserve the right to apply for a variance on the sq footage total."

Conditions were placed upon the March 2017 permit to ensure the billboard met the provisions of the ordinance as written.

In May of 2017 the applicant was required by staff to remove

advertising from one face of the tri-face billboard as it violated the terms of the permit by exceeding the maximum advertising size requirement by 220 square feet. Since that time the billboard has remained without advertising on one of the three faces of the billboard.

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Staff was unable to support the substantial increase in size however, working with the applicant, created an ordinance that allowed for the existing tri-face billboards to come into compliance and operate with 900 square feet of advertising space. The case was approved by the Planning Commission with a 7-0 vote on December 26, 2017. The Public Hearing and First Reading of the Ordinance failed with a 2-4 vote on February 6, 2018.

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This application, submitted by the same owner, is once again seeking to allow the tri-face billboards to maintain the 900 square feet of advertising space as they currently exist and allow for future placement of tri-face billboards in limited areas throughout the City. These limited areas are in Agricultural Zones, Industrial Zones, and if within 250 of the Interstate right-of-way they are permitted in C-1, C-3, and C-O Districts. Further restrictions apply when a digital billboard is used for advertising space. Digital billboards require a 2000-foot separation in every direction no matter the jurisdictional boundaries.

The applicant is requesting the following zoning text amendment:

- Amend Section 16. DEFINITIONS (sss) (1) to include the following:

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(c) Billboards shall not exceed a maximum of 3 advertising faces.

- Amend Section 10.f.(1).(g) to include the following:
 1. ***See Section 10.f.(1).(m) for Tri-Face Billboard Measurement limits and 10.g for further billboard measurement guidance.***
- Amend Section 10.f.(1) to include the following:

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As well, the applicant is requesting to Amend Exhibit 10-2.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Jonathan Musser from Target Sign Company was present and said he was available for any questions the Commission may have. Vice-Chair Reardon asked Mr. Musser how many additional 3-sided signs his company had plans to place within the city. Mr. Musser said there were no plans for any additional signs, only for the current 3-sided sign to be used for its intended purpose.

Ted Jerred asked staff for further information on if there is a required 2,000 ft of separation between billboards. Clark Sanders said currently the standard is 150 ft between billboard signs on the opposite sides of the street if they are not digital signs. Ted Jerred asked if the wording could be considered being changed to increase the required distance for 3-sided billboards, and Clark said it could. Mr. Musser said with the current wording of the Zoning Ordinance he interpreted a 3-sided billboard as being restricted to a smaller display area than a 2-sided billboard.

Vice-Chair Reardon made a motion to amend the proposed zoning text amendment to include wording for 3-sided billboards to be placed 2,000 lineal feet apart from each other. Ted Jerred seconded the motion. All were in favor and the motion carried 5/0.

There being no further comments or questions, a vote was taken to approve the case as amended. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there were no cases for the April 23, 2019, meeting and it will be canceled. There will be a meeting on May 14, 2019.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Street Closure for May 25, 2019, from 8:00 a.m. to 5:00 p.m. on Ross Avenue Between 2nd Street and 3rd Street, and on 3rd Street Between Ross Avenue and Richards Avenue, for a Show & Shine Car Show, Requested by Frontier Auto Museum.

BACKGROUND:

Frontier Auto Museum is requesting a street closure for their annual car show. Last year's event took place on Ross Avenue, and there wasn't enough room for all the cars that were entered in the show. This year they are requesting to expand the street closure to include 3rd Street between Ross Avenue and Richards Avenue in order to accommodate more cars entered in the show. Jeffrey Wandler, owner of Frontier Auto Museum, provided a Street Closure Notification Form, signed by all residents and businesses affected by the proposed closure.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Street Closure for May 25, 2019, from 8:00 a.m. to 5:00 p.m. on Ross Avenue Between 2nd Street and 3rd Street, and on 3rd Street Between Ross Avenue and Richards Avenue, for a Show & Shine Car Show, Requested by Frontier Auto Museum.

STAFF REFERENCE:

MAP - Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Application](#)

☐ [Map](#)

CITY OF GILLETTE

STREET CLOSURE APPLICATION

Name: Frontier Auto Museum

Phone No. 307-660-2102

Address: 211 West 2nd St

Date of Closure: May 25th

Time: 8 a.m./p.m. TO 5 a.m./p.m.

Area to be Closed: Bass Ave from 2nd to 3rd
3rd Street from Bass to Richard,

Purpose for Closure: Car Show

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: [Signature]

OFFICE USE ONLY

☐ Emergency Group Notified

Date Notified: / /

Division	Signature	Date	Approved		Comments
			Yes	No	
Police	<u>[Signature]</u>	<u>5/3/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engineering		<u>1/1</u>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Works	<u>[Signature]</u>	<u>5/13/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Clerk	<u>[Signature]</u>	<u>5/13/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Special Instructions: Just need barriers early morning
or the night before, will need 4 sets

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

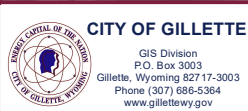
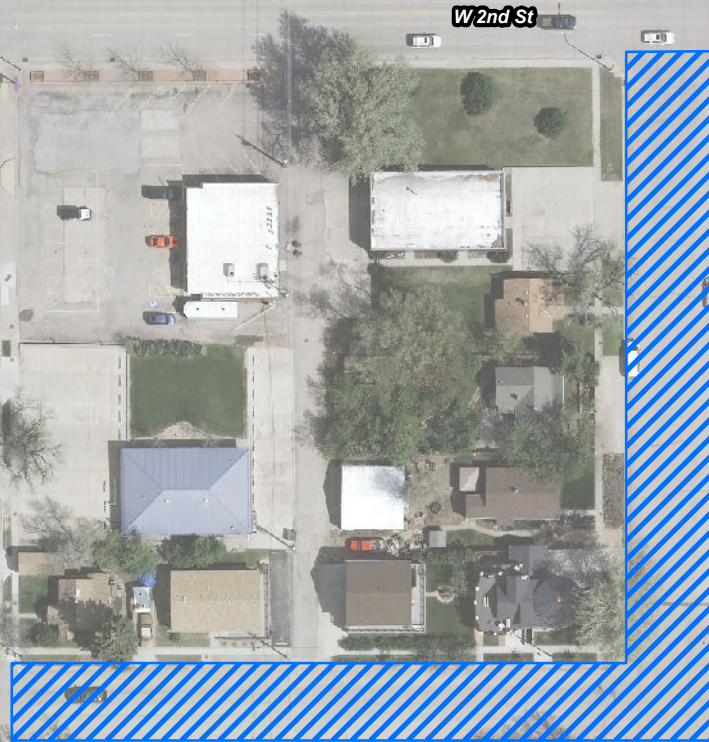
Reason for Closure: Car show

Date: May 25th Saturday Time: 8 am/pm to 5 am/pm

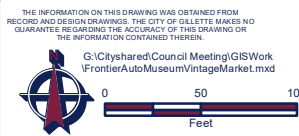
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Make copies of this form if additional space is needed

Show & Shine Car Show May 25, 2019 8:00 am to 5:00 pm



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



**Frontier Auto Museum
Vintage Market**

May 09, 2019

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



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Carnival Permit for May 27th thru June 3rd, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.

BACKGROUND:

American Legion Post 42 Baseball is requesting their annual carnival permit for May 27th thru June 3rd in the Aquatic Center's parking lot. Campbell County School District has granted permission for the event. A certificate of liability insurance has been provided by the carnival operator, North Star Amusements, Inc, in the amount of \$1,000,000.

American Legion Post 42 Baseball has provided a \$500 damage deposit. After the conclusion of the carnival, the Public Works Department will be contacted to inspect the property for damages and/or debris. The damage deposit check will be returned to American Legion Post 42 upon notification of a successful inspection.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the approval of a Carnival Permit for May 27th thru June 3rd, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.

STAFF REFERENCE:

MAP - Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Carnival Application](#)

☐ [Map](#)

Permit No.

00181

CITY OF GILLETTE
CARNIVAL \ CIRCUS PERMITName Susie Hoolan - Post 42 Baseball Phone No. 307-680-1689 Date Filed 5/8/19Address P.O. Box 2436 City Gillette State WY Zip 82717Number of Rides 16 Number of Exhibitions 0

(The above information is required only if there is not a Sponsoring Agency)

Type of Exhibitions: Games X Shows _____ Food X Other _____
(No.) (No.) (No.) (No.)Admission Charge Adult Free Child FreeDate(s) of Show May 27 - June 3 / 2019Specific Location Aquatic Center / Legion Baseball field parking lot
(Attach Contract or Lease)Sponsoring Agency Post 42 Baseball (American Legion)
(Attach Contract or Agreement)Most Recent Performance Gillette WY Dates of Show June 2018
(City & State)Contact Person Nate Perleberg Phone Number 689-4542

For Office Use Only: Copy of Liability Insurance (\$500,00 minimum) _____

Clean-up Deposit Fee (\$500.00) Paid _____

Comments:

Police Dept. _____

~~Public Works~~
Community Development San G. W.L.K.

Engineering _____

City Council Approved _____ Denied _____

(Date)

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126		CONTACT NAME: Jennifer Wolfe PHONE (A/C No.): 440-333-6300 x5412 FAX (A/C No.): 440-333-3214 E-MAIL ADDRESS: JWolfe@mcgowaninsurance.com	
INSURED North Star Amusements, Inc. PO Box 353 Bridger MT 59014		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Ins. Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
NORTSTA-08		NAIC # 10120	

COVERAGES **CERTIFICATE NUMBER:** 1670797294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		SIBML01489191	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS		SIBEX00999191	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding General Liability: The following are named as Additional Insured with respects to the operations of the Named Insured as required by written contract Only
Campbell County School District & it's employees with respect to negligence of named insured only
Dates July 27- June 3, 2019

CERTIFICATE HOLDER Campbell County School District 800 E. Warlow Drive Gillette WY 82716 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Campbell County School District

APPLICATION FOR USE OF SCHOOL BUILDINGS/FACILITIES EQUIPMENT

- A. Building/Facility/Equipment to be used: Building _____ Room _____
 Facilities Aquatic Center Parking Lot Equipment _____
 Other (Please explain) _____
- B. Organization requesting use: Post 42 Legion Baseball /thru CC Rec. Dept. ☐ Yes ☒ No
 How many participants? _____
- C. Will admission be charged? ☐ Yes ☒ No If yes, fee charged (amount & description): _____
- D. Is this a community service project? ☐ Yes ☒ No If yes, indicate how community benefits: _____

- E. Function to be performed? ☐ Conference ☐ Recital ☐ Meeting ☐ Physical Activities ☐ Musical/Concert
 Other (list activity) North Star Amusement Carnival
- F. Use: Short Term: Date 5/27/19 - 6/3/19 Day of Week (please circle) Mon/Tues/Wed/Thurs/Fri/Sat/Sun
 Time: _____ a.m./p.m. to _____ a.m./p.m. (first person in to last person out)
 Long Term: Inclusive Dates: _____ to _____
 Time: _____ a.m./p.m. to _____ a.m./p.m. (first person in to last person out)
 Dates Excluded: _____

***NOTE: NO SCHOOL SPONSORED YOUTH ACTIVITY IN DISTRICT BUILDINGS AFTER 6:00 P.M. ON WEDNESDAY NIGHTS.**

- G. Special Conditions/Equipment needed: _____
- H. Person in charge/responsible: Nate Perleberg / Brad Powell Head Coach - Post 42
 (Typed or Printed Name) (Title)
 Complete Mailing Address: 4 Republic Lane Telephone (Home) 670-0143 (Brad)
Gillette, WY 82716 (Work) 689-4542 (Nate)

CONDITIONS FOR BUILDING USE

1. All users shall leave the building by 10:00 p.m.
2. Food may be allowed only in certain restricted areas.
3. No alcohol or controlled substances or person(s) under the influence of alcohol or controlled substances are allowed on District properties.
4. Building supervisors will have access to the facilities at all times.
5. The person who signs the application is solely responsible for the care and protection of the building, grounds, and equipment and must see that the condition of the facility after the activity is the same as, or better than, its condition before the activity.
6. Scheduled activities may be canceled because District activities have first priority.
7. A schedule of events or explanation of planned activities must be furnished upon request.
8. Building supervisors will have the right to revoke privileges of outside groups at any time for just cause and may establish building-specific conditions for community use of facilities.
9. Buildings will not be committed to outside groups for extended periods of time.
10. Users must, as a condition of use, assume full liability for any personal injuries and for theft of personal or School District property.
11. Specific rules for individual buildings will be furnished by the supervisor in charge.
12. No "tipping" of school employees is allowed.
13. Groups bringing in equipment will state its intended use. This is to avoid damage to the building.
14. Groups will confine themselves to the area of the building they have permission to use.
15. Adult supervision is required of all activities.
16. Schools reserve all concession rights.
17. The person who signs the application is responsible to contact the building supervisor with changes or to cancel the building use at least 7 days prior to the scheduled activity.
18. No school-sponsored youth activities will be scheduled in District buildings after 6 p.m. on Wednesday nights.
19. Policy 4336 - As of March 1, 2004, the use of tobacco products by employees, patrons, and visitors on any School District property is prohibited.

I have read and agree to adhere to the above conditions: ☒ Yes ☐ No

Signature: Brad A. Powell Date: 2/26/19

FOR SCHOOL DISTRICT USE ONLY

Date Received at School: 2-26-19

Special Instructions/Building Comments: _____

Custodial Staff Assignment: _____

Charges: ☒ No Charge ☐ \$ _____ per hour Hours _____ \$ _____ Total Charge

Approved: ☒ Disapproved: ☐ Principal Signature: [Signature] Date: 2-27-19

Carnival Permit for American Legion Post 42 Baseball

E Warlow Dr



CITY OF GILLETTE

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

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G:\Cityland\Council Meetings
G:\Work\Carnival2018.mxd

Carnival at the Aquatic
Center Parking Lot
May 27th to June 3rd
May 08, 2019

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



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Street Closure for the 3rd Street Plaza on July 26, 2019, from 1:00 p.m. to 10:00 p.m., for a Fundraiser that will Include Alcohol and Outdoor Music, Requested by Gillette Abuse Refuge Foundation (GARF).

BACKGROUND:

GARF is hosting a fundraiser on July 26th featuring a Jalan Crossland concert, with two opening bands beginning at 5:00 p.m. GARF is requesting a 1:00 p.m. plaza closure to allow time to set up the stage and prepare the area. Pizza Carrello will be catering alcohol and food for the event.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Street Closure for the 3rd Street Plaza on July 26, 2019, from 1:00 p.m. to 10:00 p.m., for a Fundraiser that will Include Alcohol and Outdoor Music, Requested by Gillette Abuse Refuge Foundation (GARF).

STAFF REFERENCE:

MAP - Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Street Closure Application](#)

☐ [Map](#)

7385

CITY OF GILLETTE
3RD STREET PLAZA
STREET CLOSURE APPLICATION

NAME OF APPLICANT: Gillette Abuse Refuge foundation

ADDRESS: 910 E. 3rd St P.O. Box 3110 Gillette WY 82717

PHONE NUMBER: 307 - 686 - 8071

DATE OF CLOSURE: July 26, 2019

TIME OF CLOSURE: 1:00 p.m. TO 10:00 p.m.

Has the event been scheduled with the Gillette Main Street Committee Yes ☒ No ☐
(If no, Applicant must schedule the event, prior to City Council Consideration)

DESCRIBE THE AREA TO BE CLOSED.

3rd St. Plaza - GARF fundraiser
Jalan Corssland concert

DOES THE EVENT INCLUDE ALCOHOL?

YES ☒ NO ☐

If yes, an alcohol
permit is required
from the City Clerk's
Office

The City will provide up to ten (10) roll-out containers per event (96 gallon residential style). (Additional roll-out containers will be provided at a rate of \$10 per container - SEE DETAILS BELOW.)

TOTAL NUMBER OF ROLL-OUTS REQUESTED FOR EVENT:

10

Quantity of
Electrical Outlets
Requested (Max. 12)

6

X \$10.00

\$60

TOTAL

Additional Roll-out

Garbage
Containers

QTY

X \$10.00

\$

TOTAL

APPLICANT SIGNATURE: Margi McWilliams

DATE: 3-27-19

APPROVALS

POLICE DEPARTMENT:

SIGNATURE

DATE: 4-9-19

PUBLIC WORKS:

SIGNATURE

DATE: 4-9-19

ENGINEERING:

☐ NOT APPLICABLE

SIGNATURE

DATE:

CLERK'S OFFICE

SIGNATURE

C. Staskiewicz

DATE: 4/9/19

CITY COUNCIL

APPROVAL DATE:

DENIAL DATE:

For emergency assistance call 911. For non-emergency assistance call 686-5250

FEES AND EXPENSES FOR 3RD STREET PLAZA

Electrical Expenses: \$10 per electrical outlet (Payable to the City at the time the Street Closure Application is submitted, prior to the event)

Garbage Disposal & Associated Expenses: The City will provide up to ten (10) roll-out (96 gallon residential style) containers for any event scheduled in advance with the Gillette Main Street for each event. If more roll-outs are required for any single event, there will be an additional charge in the amount of \$10.00 per roll-out container provided by the City. The individuals or organizations holding a special event shall be responsible for arranging for the placement of roll-out (96 gallon residential style) containers for their event. Individuals or organizations holding an event may choose to obtain garbage disposal from another source, at their sole expense. Any clean up associated with the event or activity occurring at the Plaza shall be the responsibility of the party reserving the Plaza.

City Restroom Facility: The restroom facility located at the Plaza will be open for use during scheduled events no later than 8:00 a.m. on the morning of the event, and will be closed at 5:00 p.m. Should it be necessary to extend the hours of operation of the restroom facility, **Gillette Main Street shall provide notice of the extended hours at least two (2) days in advance of the scheduled event.** The individuals or organizations reserving the Plaza shall be responsible for ensuring that the bathrooms are returned to their pre-event condition. The failure to return the restroom to the same condition it was in prior to the event may result in the imposition of cleaning costs upon the individual or organization reserving the Plaza. The applicant can contact the Public Works Department, Monday thru Friday, 7:00 a.m. to 4:00 p.m. at 686-5320, for a clean-up kit.

Portable Restrooms: The Gillette Main Street shall determine the need for any additional portable restrooms that may be required as a result of the size and nature of the event. The Gillette Main Street shall convey this information to the individual or organization reserving the Plaza so that appropriate temporary facilities are provided at the Plaza. The City **shall not** be responsible for providing portable restrooms nor responsible for the costs thereof unless otherwise agreed to in writing.

Street Barricades: The City shall provide portable barricades to be used to close the Plaza to motor vehicle traffic during any scheduled event. The City **shall not** be required to place the barricades prior to the event or street closure, or to remove them at the end of any event or street closure. The individuals, entities or organizations reserving the Plaza will be responsible for the placement and removal of the barricades. First time applicants must contact the Public Works Department at 686-5320, between 7:00 a.m. and 4:00 p.m., Monday thru Friday, for barricade placement instruction.

Damages to Restrooms, Public Property and the Plaza: Any individual, entity or organization agrees to be responsible for any property damages arising from any event held by them at the Plaza.

Margie McWilliams
Applicant Signature

3-27-19
Date

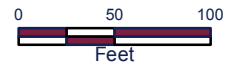


CITY OF GILLETTE

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

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Y:\GIS Work\Administration\Administrative Services\
CityClerk\MAPS (Road Closures & Parades)\
Road Closure



**3rd Street Plaza
Closure**

July 13, 2016

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



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Catering Permit for the 3rd Street Plaza on July 26, 2019, from 5:00 p.m. to 10:00 p.m., for a Gillette Abuse Refuge Foundation (GARF) Fundraiser, that will Include Outdoor Music, Requested by Pizza Carrello.

BACKGROUND:

Pizza Carrello is requesting a catering permit to provide alcohol for the July 26th GARF fundraising event on the 3rd Street Plaza. The event will include an evening concert by Jalan Crossland. The alcohol will be dispensed in the designated fenced area of the Plaza and wrist bands will be utilized to deter underage drinking. The catering permit will serve as an open container permit and patrons will be allowed to consume the alcohol within the confines of the 3rd Street Plaza

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Catering Permit for the 3rd Street Plaza on July 26, 2019, from 5:00 p.m. to 10:00 p.m. for a Gillette Abuse Refuge Foundation (GARF) Fundraiser, that will Include Outdoor Music, Requested by Pizza Carrello.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Catering Permit Application](#)

☐ [3rd Street Plaza Diagram](#)

7650



City of Gillette
One (1) Day Catering Permit Application

Applicant Name: Pizza Carrello

(Please use the name in which the Liquor License is issued. Catering permits may only be issued to Retail Liquor License holders.)

Address: 601 S. Douglas Highway Phone Number: 307-363-1743
Gillette WY 82716 Cell Phone Number: 307-689-7950 (Leigh), 307-257-4327 (Ariane)

Contact Person at the Event*: Leigh Jacobs or Ariane Jimison

*Must be present at the event at all times.

Contact Phone Number at the Event: 307-689-7950 (Leigh), 307-257-4327 (Ariane)

Date of the Event: 7/26/19 Event Start Time*: 5:00 pm Event End Time*: 10:00 pm

*Please note that applications requesting event times outside of 8:00 a.m. to 12:00 a.m. (midnight), Monday through Saturday and 12:00 p.m. (noon) to 10:00 p.m. Sunday will not be approved.

Outdoor Event: ☒ Yes ☐ No Anticipated Occupancy: unknown

Location of the Event: Third Street Plaza

Do you, the applicant, own the event location? ☐ Yes ☒ No

If no, please obtain a written statement to include with this application from the landowner permitting the proposed activity, including the consumption and possession of alcoholic or malt beverages, as described in this application.

Short Summary of the Reason for the Event:

Detailed Description of Activities/Entertainment Proposed for the Event:

Street concert with food and beverage vending.

Names and Ages of Persons Serving Alcoholic Beverages:

Name: STEVE YOUNT Age: 46 Name: _____ Age: _____
Name: TIFFANY KALENBERG Age: 39 Name: _____ Age: _____
Name: _____ Age: _____ Name: _____ Age: _____

Who is checking IDs? bartenders

Stamps? ☐ Yes ☐ No Wrist Bands? ☒ Yes ☐ No

Live band? ☒ Yes ☐ No Other type of outdoor music/sound/ P.A. system? ☐ Yes ☒ No

Other Entertainment? ☐ Yes ☒ No Type: _____

Entertainment Start Time: 5:00 a.m. p.m. Entertainment End Time: 10:00 a.m. ☒ p.m.

Security? ☒ Yes ☐ No By Whom? supplied by GARF How Many? unknown

Type of fencing or boundary for the sale, consumption and possession area:

Gates surrounding festival area.

Other facilities (i.e. additional parking, trash containers, portable toilets):

Provide a detailed description the area(s) in which the sales, possession and consumption of alcoholic beverages will occur.

Provide a drawing of the area(s) in which the sale, possession and consumption of alcoholic beverages will occur. Please be as specific and detailed as possible.

↑ North

(see attached)

*Please be aware that the consumption of alcohol beyond the approved boundaries is in violation of this permit and City ordinance.

Fees: \$50 (non-refundable) for applications submitted at least 3 weeks prior to event date.

\$100 (non-refundable) for applications submitted less than 3 weeks prior to event date.


Signature of Applicant

May 10, 2019
Date of Application

For Official Use Only:

Approved ☒ Yes ☐ No


City Clerk/Designee

5-10-19
Date

Approved ☒ Yes ☐ No


Chief of Police/Designee

5-13-19
Date

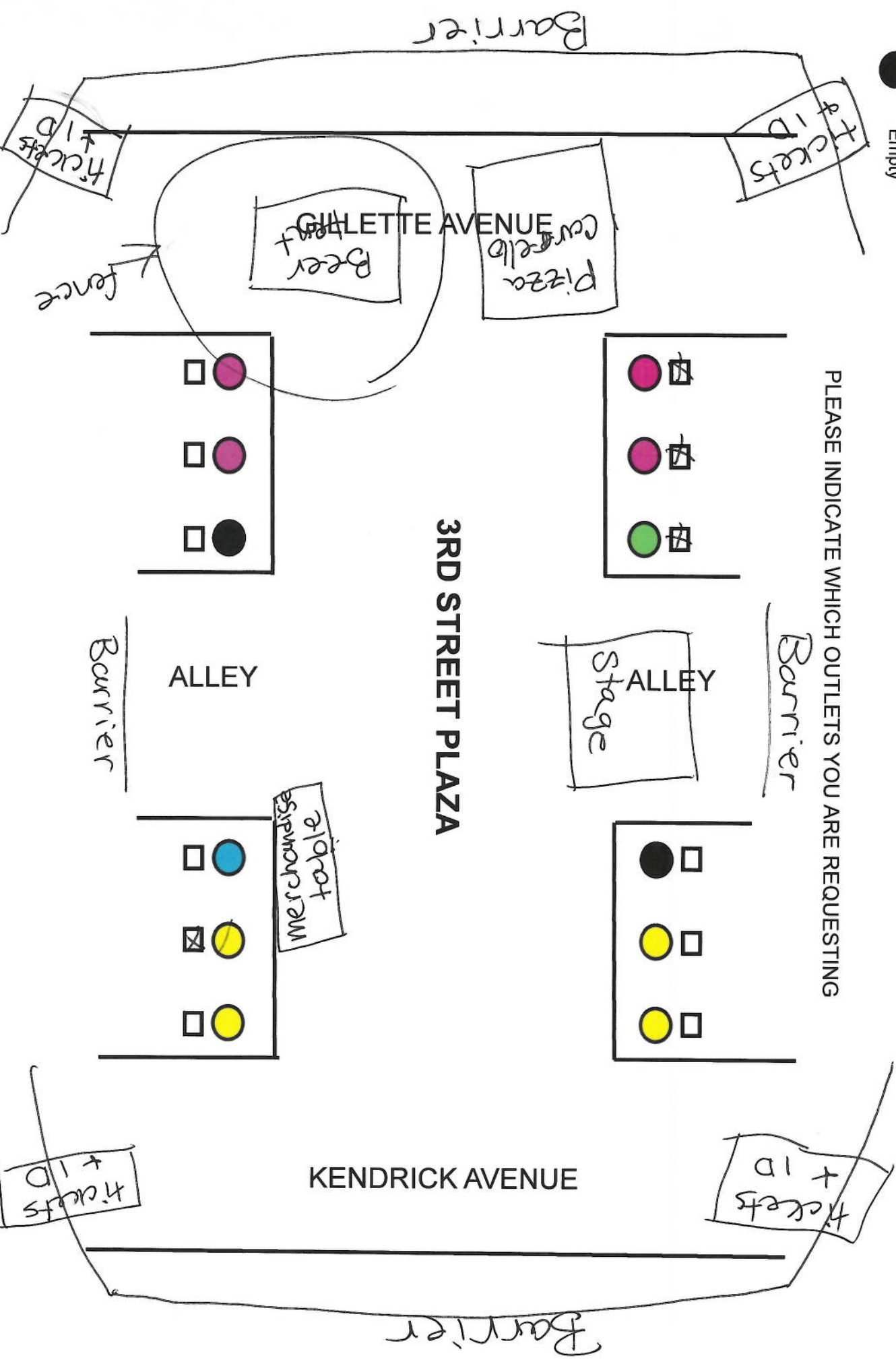


Minor Circuit 2—120 V
Minor Circuit 1—120 V
Empty



Major 1—(1) Circuit 240 V/50 amp; (1) 120 V/30 amp; (1) 120 V/20 amp
Major 2—(1) 240 V/50 amp; (1) 120 V/30 amp; (1) 120 V/20 amp

PLEASE INDICATE WHICH OUTLETS YOU ARE REQUESTING





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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Authorizing the Sale of Processed Wood Chips from the Wastewater Treatment Compost Facility to City of Gillette Residents.

BACKGROUND:

As part of the City's Yard Waste Program, the City of Gillette collects tree branches, brush and similar vegetation from the public at the City's Wastewater Treatment Compost Facility. Wastewater Staff grind and process the tree branches, brush and similar vegetation into wood chips for use within the City's biosolid compost material.

Currently, the City has a surplus of wood chips at the Compost Facility. Selling the surplus wood chips to the public will generate revenue to offset the costs associated with grinding and producing the processed wood chips.

The enclosed Resolution authorizes the sale of processed wood chips from the City's Compost Facility to City of Gillette residents, with the following general requirements:

1. Processed wood chips will be available for sale and pick up at the City's Wastewater Treatment Compost Facility during established hours of operation on a first-come, first-serve basis.
2. The processed wood chips will be sold to Gillette Residents at a price of \$20 per cubic yard.
3. Individual purchases of the processed wood chips are limited to fifty (50) cubic yards per month per Gillette residence. Gillette utility bills may be requested for proof of Gillette residence.
4. Contractors may purchase the processed wood chips as landscaping material on behalf of their customers. Contractors shall be limited to fifty (50) cubic yards per month per Gillette residence.
5. The City Wastewater Manager is authorized to cease or resume the sale of processed wood chips depending on inventory.
6. Processed wood chips will be available for sale on May 24, 2019.

Staff supports approval of the enclosed Resolution.

ACTUAL COST VS. BUDGET:

Revenue generated from the sale of Processed Wood Chips will be deposited within the City's Sewer Fund.

SUGGESTED MOTION:

I Move to Approve a Resolution Authorizing the Sale of Processed Wood Chips from the Wastewater Treatment Compost Facility to City of Gillette Residents.

STAFF REFERENCE:

Michael H. Cole, P.E., Utilities Director

ATTACHMENTS:

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☐ [RESOLUTION](#)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF PROCESSED WOOD CHIPS
FROM THE WASTEWATER TREATMENT COMPOST FACILITY
TO CITY OF GILLETTE RESIDENTS**

WHEREAS, the City of Gillette collects tree branches, brush and similar vegetation from the Public at the City's Wastewater Treatment Compost Facility, and

WHEREAS, the City of Gillette grinds and processes the tree branches, brush and similar vegetation into wood chips for use within the City's biosolid compost material, and

WHEREAS, the City of Gillette has a surplus of wood chips at the City's Wastewater Treatment Compost Facility, and

WHEREAS, selling the surplus wood chips to the public would generate revenue to offset the costs associated with grinding and producing the processed wood chips.

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

1. Processed wood chips will be available for sale and pick-up at the City's Wastewater Treatment Compost Facility during established hours of operation on a first-come, first-serve basis.
2. The processed wood chips will be sold to Gillette Residents at a price of \$20 per cubic yard.
3. Individual purchases of the processed wood chips are limited to fifty (50) cubic yards per month per Gillette residence. Gillette Utility Bills may be requested for proof of Gillette residence.
4. Contractors may purchase the processed Wood Chips as landscaping material on behalf of their customers. Contractors shall be limited to fifty (50) cubic yards per month per Gillette residence.
5. The City Wastewater Manager is authorized to cease or resume the sale of processed wood chips depending on inventory.
6. The Effective Date of this Resolution is May 24, 2019.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Authorize the Mayor to Execute a Power Purchase Agreement with Black Hills Wyoming, Inc.

BACKGROUND:

As the City continues to add more customers to its electric system, there is a need to increase our power generation capacity to meet future, continuous base loads.

Black Hills Wyoming, Inc. (BHW) has proposed a Power Purchase Agreement (PPA) for the City to obtain additional power generation capacity from the WYGEN I power unit located at the Neil Simpson Energy Complex at Wyodak, east of Gillette. The WYGEN I power unit is an 85 MW coal-fired power plant that was commissioned in 2003. WYGEN I is very similar to the WYGEN III coal-fired power plant that was commissioned in 2010, for which the City owns 23%, or 23 MW of total available capacity. The 23 MW from WYGEN III currently meets our base load requirements for the City; however, we expect these base loads to increase by approximately 0.5 MW per year for the foreseeable future.

The terms and conditions of the proposed PPA with BHW are summarized as follows:

1. Available Contract Amount = five (5) megawatts (MW)
2. Minimum Hourly Contract Amount = three (3) MW
3. Delivery Start Date = January 1, 2023
4. Term = twenty (20) years, for the period ending December 31, 2042

The PPA has two pricing components: (1) a fixed capacity payment, and (2) a variable energy payment. These estimated cost (ranges) are summarized as follows:

1. Fixed Capacity Cost = \$275,000 to \$350,000 per MW of capacity per year
2. Variable Cost = \$13.75 to \$14.75 per megawatt hour (MWh)

Applying these pricing components to recent and future generation models from 2016 through 2020, the total, estimated annual cost associated with this PPA is approximately \$2.0 million, or approximately \$400,000 per MW of generation capacity.

The additional 5 MW from WYGEN I will provide cheap, coal-fired energy generation capacity to support our continuous base load. Our current 23 MW from WYGEN III currently supports our existing base load. Other generation resources from CT II, Western Area Power Administration

(WAPA), and Economy Energy Contracts with Black Hills supports our peak loads, above 23 MW per day. Based on our detailed analysis, we believe Gillette will continue to grow, and we should seek additional base load capacity at a rate of 0.5 MW per year to keep up with anticipated, long-term growth. As such, City Staff strongly supports approval of the enclosed Resolution to authorize the Mayor to execute the 5 MW PPA with BHW.

ACTUAL COST VS. BUDGET:

No increase to City of Gillette electric utility customers is anticipated upon approval of this Power Purchase Agreement.

SUGGESTED MOTION:

I Move to Approve a Resolution to Authorize the Mayor to Execute a Power Purchase Agreement with Black Hills Wyoming, Inc.

STAFF REFERENCE:

Michael H. Cole, P.E., Utilities Director; Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download
<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> Aerial Exhibit from the Gillette News Record

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A POWER
PURCHASE AGREEMENT WITH BLACK HILLS WYOMING, INC.**

WHEREAS, in order to provide safe, reliable, cost-efficient power to the City of Gillette, Wyoming ("City"), the City entered into several Power Purchase Agreement(s) (PPA) with multiple power generation entities; and

WHEREAS, the City owns a 23 megawatts (MW) power generation facility at the WYGEN III unit, and a 40 MW power generation facility at the CT II unit. Both facilities are located at the Neil Simpson Energy Complex ("Complex") east of the City; and

WHEREAS, Black Hills Power, Inc. ("BHW") manages and operates both facilities at the Complex on behalf of the City. In accordance with the Amended and Restated Generation Dispatch and Energy Management Agreement, BHW manages the City's PPAs; and

WHEREAS, the City continues to add new customers to the City power system and increase the continuous electric base demand; and

WHEREAS, the City has the opportunity to increase its continuous electric base generation capacity by entering into a PPA with BHW for an additional five (5) MW from BHW WYGEN I. The proposed effective date of the PPA is January 1, 2023, and

WHEREAS, the City staff and BHW staff negotiated acceptable terms and conditions of a PPA for delivery of the additional 5 MW generation capacity.

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

1. The Mayor is authorized to execute all necessary documents associated with the PPA between the City and BHW for five (5) megawatts electric generation capacity from WYGEN I.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

(S E A L)
ATTEST:

Louise Carter-King, Mayor

Cindy Staskiewicz, City Clerk

Neil Simpson I

Built in 1969 and taken off line Wednesday, the 22-megawatt plant — enough to power almost 18,000 average homes in the region — was originally known as Unit V and was renamed in 1970 for the president of Black Hills Power and Light. The company still owns the facility.

It was the fourth plant built at the Wyodak complex and, at the time, by far the biggest. It was also the first air-cooled coal plant in the United States, allowing it to be located at the mouth of the Wyodak mine, where there isn't enough water to run a water-cooled plant its size.

The gas turbines that will replace Neil Simpson I's generating capacity will be near Cheyenne and provide power to the Cheyenne Light Fuel and Power service area, as well as the Black Hills Power area Neil Simpson I served.

Coal silos serving Neil Simpson I are adjacent to the plant.

Wyodak

Built in 1978 and by far the biggest plant at the complex, Wyodak also will take the title of the oldest plant at the complex once Neil Simpson is dismantled. It produces 335 megawatts, enough to power almost 314,000 homes and three times more than the second biggest plant at the complex. Wyodak is the only plant at the complex that is not operated by Black Hills. PacifiCorp owns 80 percent of its power and Black Hills owns 20 percent.

The biggest plant near Gillette is the Dry Fork Station with 385 megawatts. It is operated by Basin Electric Power Cooperative at the mouth of the Dry Fork mine north of town.

Wyodak silos

Gillette

I-90

Wygen II

This 95-megawatt plant was built in 2008, and is owned completely by Black Hills Corp. Its power goes to the Cheyenne Light Fuel and Power service area in Cheyenne and can power almost 80,000 average Wyoming homes.

Between 2003 and 2010, Hirschfeld Industries fabricated the three Wygen units, which are the newest at the complex, out of a total of more than 6,000 tons of steel.

Neil Simpson II

Finished in 1995, it is the first plant Black Hills built on the site after it built Neil Simpson I in 1969. It produces 90 megawatts for the company, which is enough to power more than 73,000 average homes in the region.

Its power goes to the Black Hills Power service area, which covers southeast Montana, northern Wyoming and western South Dakota.

Wygen I

At 85 megawatts, this plant will be the smallest coal-fired plant at the complex once Neil Simpson I is dismantled. It was built in 2003. The Municipal Energy Association of Nebraska owns 23.5 percent of the plant. Black Hills owns the rest. The plant's power goes to Black Hills Power service area and to the Nebraska co-op's area, which covers Wyoming, Colorado, Nebraska and runs as far east as Iowa. It makes enough to power about 70,000 average homes in its service areas.

Neil Simpson CTI and CTII

These two 40-megawatt gas turbine generators were built in 2000 and are the only non-coal plants at the complex. They are owned by Black Hills Corp., but the city of Gillette is in the process of buying CTII, or Combustion Turbine II. They are made by a company that makes jet engines, and are broadly similar to a jet engine mounted to the ground and attached to a generator. Combined, these two turbines can power almost 65,200 average homes in the region. CTI covers the Black Hills Power service area, and CTII will soon power Gillette.

Wyodak Neil Simpson Complex

Highway 51

Wygen III

Completed in 2010, this is the newest plant at the complex and can power close to 90,000 homes. The city of Gillette owns 23 percent of its 110-megawatt capacity. Black Hills owns 52 percent, and the Municipal Energy Association of Nebraska owns the remaining 25 percent. Between the 25 megawatts it gets from Wygen III and the 40 megawatts it will get from the gas plant, Gillette will be able to cover the majority of its power needs with energy it generates.



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Stone Gate Estates Improvement and Service District (ISD) Water Connection to Hot Iron, Inc., in the Amount of \$704,610.35.

BACKGROUND:

This project is included in the second funding package for the Gillette Regional Water Supply Project that will provide a connection to the Stone Gate Estates ISD. The Stone Gate Estates ISD connection will be accomplished by connecting a new transmission line to the Red Hills transmission line that will run along Stone Crest Drive to their tank site. A new control building will be placed adjacent to their tank that will provide the necessary appurtenances to provide this service.

This project will also reconfigure the Red Hills transmission line to be supplied by the Gillette West Pump Station that was installed in 2016, resulting in the abandonment of the aging Red Hills Pump Station. A new control building will be placed adjacent to the Red Hills tank that will provide necessary pressure control for the Red Hills connection and will provide connection points for two future regional connections.

This project was advertised for bid on April 26th, May 3rd, and May 10th. A pre-bid meeting was held on May 7th. The City of Gillette Purchasing Division opened bids on May 14th at 10:00 A.M., at the City Warehouse. Below is a summary of the two bids received:

Bidder	Schedule A	Schedule B	Total Bid Price
Hot Iron, Inc.	\$672,815.59	\$31,794.76	\$704,610.35
Mountain View Building, Inc.	\$1,230,553.00	\$60,791.00	\$1,291,344.00

DOWL provided bidding phase services for this project, which included a review of the bids. DOWL has provided the attached recommendation for award to Hot Iron, Inc.

ACTUAL COST VS. BUDGET:

The Engineer's estimate for construction at the time of bidding was \$865,795.00. Schedule A for this project is eligible for reimbursement from the Wyoming Water Development Commission (WWDC) through the 67% grant and the remaining 33% will be paid with Cap Tax. Schedule B contains work to reconfigure existing service lines necessary as a result of this project that is not WWDC eligible, and will therefore be paid for with Cap Tax.

Budget Account No. 301-70-72-441-70-47415

Project No.16UT04

SUGGESTED MOTION:

I Move for Approval of a Bid Award for the Stone Gate Estates ISD Water Connection to Hot Iron, Inc., in the Amount of \$704,610.35.

STAFF REFERENCE:

MAP - Michael H. Cole, P.E., Utilities Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Engineer's Recommendation
<input type="checkbox"/> Map
<input type="checkbox"/> WWDO Concurrence Letter



May 14, 2019

Levi Jensen, P.E.
Utility Project Manager
City of Gillette
P.O. Box 3003
Gillette, WY 82717

RE: Gillette Regional Water Supply Project Phase II District Extensions Stone Gate & Red Hills

Dear Levi,

The purpose of this letter is to provide to the City of Gillette the Engineer's recommendation for award of the Phase II District Extensions Stone Gate & Red Hills Project. A bid opening for this project was conducted on Tuesday May 14, 2019 at City of Gillette Purchasing. The following is a brief summary of our post-bid activities for this project.

Review of Bids. Below is a list of the two bids that were received for this project.

1. Hot Iron, Inc. Sch. A (\$672,815.59) / Sch. B (\$31,794.76) / Total \$704,610.35
2. Mountain View Building, Inc. Sch. A (\$1,230,553.00) / Sch. B (\$60,791.00) / Total \$1,291,344.00

The low bidder is Hot Iron, Inc. with a total bid of \$704,610.35. The low bid is under the overall budget for construction.

We have tabulated all bids and formatted them in an Excel spreadsheet for price verification and comparison purposes; a copy of the spreadsheet is attached. Hot Iron's overall bid is about 45% under the next lowest bidder and most of their bid items are under the averages for the project. Hot Iron's bid is about \$161,000 lower than DOWL's estimate of the probable construction cost and in line with our estimated unit prices.

Hot Iron's bid package included acknowledgement of Addendum #1, a completed and signed Bid Form, and Bid Security in the form of an original Bid Bond. Hot Iron, Inc. is registered with the Wyoming Secretary of State's Office, with their official place of business listed as 1401 Oil Drive in Gillette Wyoming.

Wyoming Residency. Hot Iron is claiming Wyoming Residency for an in-state preference on this project. All bidders were claiming Wyoming Residency so Wyoming Preference is not a consideration in this recommendation for award.

Contractor Licensing. Hot Iron, Inc. is currently a licensed category A and C Contractor with the City of Gillette.

In summary, DOWL has performed our post-bid evaluation of the bids and other requirements and it appears we have a low bid under the City's budget. In talking with Bryan Garland Vice President of Hot Iron, Inc., he indicated Hot Iron is comfortable with their bid numbers and they are ready to proceed with the project.

It is therefore the recommendation of DOWL that the City of Gillette award the contract for the Gillette Regional Water Supply Project Phase II Stone Gate & Red Hills to Hot Iron, Inc. for a total amount of \$704,610.35.

Please call if you wish to discuss any aspects of this project, the bids, or the contractor. We look forward to starting the construction phase and seeing this project successfully completed for the City, WWDC and our community.

Sincerely,



Adam Spindler, P.E.
Project Manager

Attachments



City of Gillette
Gillette Regional Water Supply Phase II Stone Gate & Red Hills
16UT04



COMPARISON DATA

Bid Item No	Item Name Bid Schedule A	Units	Bid Quantity	Bid Amount		1		2	
				Engineer's Estimate		Hot Iron Inc.		Mountain View Building, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
01020.01	MOBILIZATION	LS	1	\$65,000.00	\$ 65,000.00	\$66,882.75	\$ 66,882.75	\$102,000.00	\$ 102,000.00
01020.02	CONTRACT BONDS (STONE GATE & RED HILLS)	LS	1	\$16,000.00	\$ 16,000.00	\$6,600.00	\$ 6,600.00	\$14,084.00	\$ 14,084.00
01510.03	PROJECT IDENTIFICATION SIGN (STONE GATE & RED HILLS)	EA	1	\$1,200.00	\$ 1,200.00	\$1,300.00	\$ 1,300.00	\$2,000.00	\$ 2,000.00
	STONE GATE SITE ITEMS								
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	\$2,000.00	\$ 2,000.00	\$4,500.00	\$ 4,500.00	\$12,000.00	\$ 12,000.00
01500.15	INSTALL WATTLES	LF	200	\$6.00	\$ 1,200.00	\$5.57	\$ 1,114.00	\$5.00	\$ 1,000.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	\$1,000.00	\$ 1,000.00	\$5,000.00	\$ 5,000.00	\$13,637.00	\$ 13,637.00
02050.05	REMOVE EXISTING FITTING/HYDRANT/METER & VAULT/AIR VAC	EA	4	\$800.00	\$ 3,200.00	\$3,500.00	\$ 14,000.00	\$655.00	\$ 2,620.00
02210.02	EXCAVATION BELOW SUBGRADE (AS APPROVED)	CY	300	\$12.00	\$ 3,600.00	\$10.00	\$ 3,000.00	\$6.00	\$ 1,800.00
02210.03	REJECTED MATERIAL DISPOSAL (AS APPROVED)	CY	300	\$15.00	\$ 4,500.00	\$16.00	\$ 4,800.00	\$12.00	\$ 3,600.00
02210.06	IMPORT BORROW SAND (AS APPROVED)	CY	300	\$20.00	\$ 6,000.00	\$16.85	\$ 5,055.00	\$32.00	\$ 9,600.00
02210.076	SUBGRADE PROCESS FOR ROAD (6")	SY	625	\$12.00	\$ 7,500.00	\$4.25	\$ 2,656.25	\$5.00	\$ 3,125.00
02220.01	EXPLORATORY EXCAVATION (AS APPROVED)	HR	20	\$220.00	\$ 4,400.00	\$310.00	\$ 6,200.00	\$125.00	\$ 2,500.00
02220.02	UNDERGROUND FACILITY LOCATES (AS APPROVED)	EA	20	\$200.00	\$ 4,000.00	\$250.00	\$ 5,000.00	\$125.00	\$ 2,500.00
02220.03	UTILITY LINE CROSSING (AS APPROVED)	EA	20	\$300.00	\$ 6,000.00	\$350.00	\$ 7,000.00	\$150.00	\$ 3,000.00
02220.04	DEWATERING	LS	1	\$2,000.00	\$ 2,000.00	\$1,500.00	\$ 1,500.00	\$13,667.00	\$ 13,667.00
02225.01	INSTALL TYPE 1 PIPE BEDDING (METALIC FITTING BACKFILL & AS APPROVED)	CY	200	\$20.00	\$ 4,000.00	\$29.60	\$ 5,920.00	\$65.00	\$ 13,000.00
02225.02	INSTALL TRENCH FOUNDATION (AS APPROVED)	TN	300	\$30.00	\$ 9,000.00	\$39.90	\$ 11,970.00	\$20.00	\$ 6,000.00
02225.05	INSTALL FABRIC AROUND PIPE BEDDING (PROPEX 601 NON-WOVEN SEPARATION) (AS APPROVED)	LF	300	\$15.00	\$ 4,500.00	\$11.79	\$ 3,537.00	\$12.00	\$ 3,600.00
02231.013	INSTALL 3" AGGREGATE BASE (EXISTING ACCESS ROAD COVER)	SY	500	\$11.00	\$ 5,500.00	\$13.03	\$ 6,515.00	\$11.00	\$ 5,500.00
02231.016	INSTALL 6" AGGREGATE BASE (BUILDING ACCESS AREA & REPLACEMENT AS NEEDED FROM INSTALLATION WORK)	SY	1,000	\$15.00	\$ 15,000.00	\$12.69	\$ 12,690.00	\$24.00	\$ 24,000.00
02280.01	CLEARING & GRUBBING / STOCKPILE TOPSOIL / PLACE TOPSOIL / SEEDBED PREPARATION	LS	1	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$11,651.00	\$ 11,651.00
02665.0112	INSTALL 12" WATER MAIN	LF	100	\$60.00	\$ 6,000.00	\$57.05	\$ 5,705.00	\$39.00	\$ 3,900.00
02665.018	INSTALL 8" WATER MAIN	LF	1,600	\$40.00	\$ 64,000.00	\$34.07	\$ 54,512.00	\$30.00	\$ 48,000.00
02665.016	INSTALL 6" WATER MAIN (PVC TO AND FROM CONTROL BUILDING UP TO DISTRICT CONNECTION VALVE)	LF	40	\$40.00	\$ 1,600.00	\$44.66	\$ 1,786.40	\$34.00	\$ 1,360.00
02665.0210	INSTALL END OF LINE PLUG 10"	EA	4	\$1,000.00	\$ 4,000.00	\$570.00	\$ 2,280.00	\$1,297.00	\$ 5,188.00
02665.03121212	INSTALL 12X12X12 TEE	EA	1	\$2,000.00	\$ 2,000.00	\$1,285.00	\$ 1,285.00	\$2,164.00	\$ 2,164.00
02665.03101012	INSTALL 10X10X12 TEE	EA	1	\$1,500.00	\$ 1,500.00	\$913.09	\$ 913.09	\$2,982.00	\$ 2,982.00
02665.0310108	INSTALL 10X10X8 TEE	EA	1	\$1,500.00	\$ 1,500.00	\$1,062.64	\$ 1,062.64	\$1,999.00	\$ 1,999.00
02665.0586	INSTALL 8"X6" REDUCER	EA	1	\$1,000.00	\$ 1,000.00	\$702.50	\$ 702.50	\$1,342.00	\$ 1,342.00
02665.068	INSTALL 8" X 11 1/4" ELBOW	EA	1	\$1,000.00	\$ 1,000.00	\$615.17	\$ 615.17	\$1,383.00	\$ 1,383.00
02665.0912	INSTALL 12" X 90° ELBOW	EA	2	\$1,000.00	\$ 2,000.00	\$921.29	\$ 1,862.58	\$1,782.00	\$ 3,564.00
02665.098	INSTALL 8" X 90° ELBOW	EA	2	\$1,000.00	\$ 2,000.00	\$654.73	\$ 1,309.46	\$1,437.00	\$ 2,874.00
02665.1112	INSTALL 12" GATE VALVE	EA	3	\$3,000.00	\$ 9,000.00	\$2,518.21	\$ 7,554.63	\$4,047.00	\$ 12,141.00
02665.1110	INSTALL 10" GATE VALVE	EA	2	\$2,000.00	\$ 4,000.00	\$2,378.00	\$ 4,756.00	\$3,854.00	\$ 7,708.00
02665.118	INSTALL 8" GATE VALVE	EA	1	\$2,000.00	\$ 2,000.00	\$1,977.18	\$ 1,977.18	\$3,339.00	\$ 3,339.00
02665.116	INSTALL 6" GATE VALVE	EA	2	\$1,500.00	\$ 3,000.00	\$1,132.53	\$ 2,265.06	\$2,183.00	\$ 4,366.00
02665.16	INSTALL TEMPORARY WATER SERVICE	LS	1	\$5,000.00	\$ 5,000.00	\$750.00	\$ 750.00	\$8,119.00	\$ 8,119.00
02665.19	INSTALL 2" AIR VACUUM	EA	1	\$7,000.00	\$ 7,000.00	\$6,040.67	\$ 6,040.67	\$15,246.00	\$ 15,246.00
02665.18	CONNECT TO EXISTING WATER MAIN & SERVICE	EA	3	\$1,200.00	\$ 3,600.00	\$680.00	\$ 2,040.00	\$4,246.00	\$ 12,738.00
02665.25	CASING PIPE - JACKING OR BORING	LF	65	\$400.00	\$ 26,000.00	\$681.71	\$ 44,311.15	\$650.00	\$ 42,250.00
02665.33	GREATER BURY DEPTH	LF	100	\$10.00	\$ 1,000.00	\$4.00	\$ 400.00	\$14.00	\$ 1,400.00
02725.0612	12" CORRUGATED HDPE STORM PIPE	LF	40	\$40.00	\$ 1,600.00	\$38.09	\$ 1,523.60	\$56.00	\$ 2,240.00
02725.1112	12" CORRUGATED HDPE F.E.S	EA	2	\$400.00	\$ 800.00	\$411.00	\$ 822.00	\$624.00	\$ 1,248.00
02900.09	HYDROSEEDING	SF	43,000	\$0.90	\$ 38,700.00	\$0.14	\$ 6,020.00	\$0.40	\$ 17,200.00
02900.17	INSTALL FENCE (R.O.W) & GATE	LF	151	\$30.00	\$ 4,530.00	\$28.18	\$ 4,255.18	\$16.00	\$ 2,416.00
02910.02	REMOVE AND REPLACE EXISTING FENCING	LF	40	\$19.00	\$ 760.00	\$63.25	\$ 2,530.00	\$19.00	\$ 760.00
10650.011	STONE GATE CONTROL BUILDING	LS	1	\$160,000.00	\$ 160,000.00	\$109,219.30	\$ 109,219.30	\$285,000.00	\$ 285,000.00

Min		Max		Average		Difference (Hot Iron-Average)	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$66,882.75	\$ 66,882.75	\$102,000.00	\$ 102,000.00	\$84,441.38	\$ 84,441.38	(\$17,558.63)	(17,558.63)
\$6,600.00	\$ 6,600.00	\$14,084.00	\$ 14,084.00	\$10,342.00	\$ 10,342.00	(\$3,742.00)	(3,742.00)
\$1,300.00	\$ 1,300.00	\$2,000.00	\$ 2,000.00	\$1,650.00	\$ 1,650.00	(\$350.00)	(350.00)
\$4,500.00	\$ 4,500.00	\$12,000.00	\$ 12,000.00	\$8,250.00	\$ 8,250.00	(\$3,750.00)	(3,750.00)
\$5.00	\$ 1,000.00	\$5.57	\$ 1,114.00	\$5.29	\$ 1,057.00	\$0.29	\$ 7.00
\$5,000.00	\$ 5,000.00	\$13,637.00	\$ 13,637.00	\$9,318.80	\$ 9,318.80	(\$4,318.50)	(4,318.50)
\$655.00	\$ 2,620.00	\$3,500.00	\$ 14,000.00	\$2,077.50	\$ 8,310.00	\$1,422.50	\$ 5,690.00
\$6.00	\$ 1,800.00	\$10.00	\$ 3,000.00	\$8.00	\$ 2,400.00	\$2.00	\$ 600.00
\$12.00	\$ 3,600.00	\$16.00	\$ 4,800.00	\$14.00	\$ 4,200.00	\$2.00	\$ 600.00
\$16.85	\$ 5,055.00	\$32.00	\$ 9,600.00	\$24.43	\$ 7,327.50	(\$7.58)	(2,272.50)
\$4.25	\$ 2,656.25	\$5.00	\$ 3,125.00	\$4.63	\$ 2,890.63	(\$0.38)	(234.38)
\$125.00	\$ 2,500.00	\$310.00	\$ 6,200.00	\$217.50	\$ 4,350.00	\$92.50	\$ 1,850.00
\$125.00	\$ 2,500.00	\$250.00	\$ 5,000.00	\$187.50	\$ 3,750.00	\$62.50	\$ 1,250.00
\$150.00	\$ 3,000.00	\$350.00	\$ 7,000.00	\$250.00	\$ 5,000.00	\$100.00	\$ 2,000.00
\$1,500.00	\$ 1,500.00	\$13,667.00	\$ 13,667.00	\$7,583.50	\$ 7,583.50	(\$6,083.50)	(6,083.50)
\$29.60	\$ 5,920.00	\$65.00	\$ 13,000.00	\$47.30	\$ 9,460.00	(\$17.70)	(3,540.00)
\$20.00	\$ 6,000.00	\$39.90	\$ 11,970.00	\$29.95	\$ 8,985.00	\$9.95	\$ 2,985.00
\$11.79	\$ 3,537.00	\$12.00	\$ 3,600.00	\$11.90	\$ 3,568.50	(\$0.11)	(31.50)
\$11.00	\$ 5,500.00	\$13.03	\$ 6,515.00	\$12.02	\$ 6,007.50	\$1.02	\$ 507.50
\$12.69	\$ 12,690.00	\$24.00	\$ 24,000.00	\$18.35	\$ 18,345.00	(\$5.66)	(5,655.00)
\$1,500.00	\$ 1,500.00	\$11,651.00	\$ 11,651.00	\$6,575.50	\$ 6,575.50	(\$5,075.50)	(5,075.50)
\$39.00	\$ 3,900.00	\$57.05	\$ 5,705.00	\$48.03	\$ 4,802.50	\$9.03	\$ 902.50
\$30.00	\$ 48,000.00	\$34.07	\$ 54,512.00	\$32.04	\$ 51,256.00	\$2.04	\$ 3,256.00
\$34.00	\$ 1,360.00	\$44.66	\$ 1,786.40	\$39.33	\$ 1,573.20	\$5.33	\$ 213.20
\$570.00	\$ 2,280.00	\$1,297.00	\$ 5,188.00	\$933.50	\$ 3,734.00	(\$363.50)	(1,454.00)
\$1,285.00	\$ 1,285.00	\$2,164.00	\$ 2,164.00	\$1,724.50	\$ 1,724.50	(\$439.50)	(439.50)
\$913.09	\$ 913.09	\$2,982.00	\$ 2,982.00	\$1,947.55	\$ 1,947.55	(\$1,034.46)	(1,034.46)
\$1,062.64	\$ 1,062.64	\$1,999.00	\$ 1,999.00	\$1,530.82	\$ 1,530.82	(\$468.18)	(468.18)
\$702.50	\$ 702.50	\$1,342.00	\$ 1,342.00	\$1,022.25	\$ 1,022.25	(\$319.75)	(319.75)
\$615.17	\$ 615.17	\$1,383.00	\$ 1,383.00	\$999.09	\$ 999.09	(\$383.92)	(383.92)
\$931.29	\$ 1,862.58	\$1,782.00	\$ 3,564.00	\$1,356.65	\$ 2,713.29	(\$425.36)	(850.71)
\$654.73	\$ 1,309.46	\$1,437.00	\$ 2,874.00	\$1,045.87	\$ 2,091.73	(\$391.14)	(782.27)
\$2,518.21	\$ 7,554.63	\$4,047.00	\$ 12,141.00	\$3,282.61	\$ 9,847.82	(\$764.40)	(2,293.19)
\$2,378.00	\$ 4,756.00	\$3,854.00	\$ 7,708.00	\$3,116.00	\$ 6,232.00	(\$738.00)	(1,476.00)
\$1,977.18	\$ 1,977.18	\$3,339.00	\$ 3,339.00	\$2,658.09	\$ 2,658.09	(\$680.91)	(680.91)
\$1,132.53	\$ 2,265.06	\$2,183.00	\$ 4,366.00	\$1,657.77	\$ 3,315.53	(\$525.24)	(1,050.47)
\$750.00	\$ 750.00	\$8,119.00	\$ 8,119.00	\$4,434.50	\$ 4,434.50	(\$3,684.50)	(3,684.50)
\$6,040.67	\$ 6,040.67	\$15,246.00	\$ 15,246.00	\$10,643.34	\$ 10,643.34	(\$4,602.67)	(4,602.67)
\$680.00	\$ 2,040.00	\$4,246.00	\$ 12,738.00	\$2,463.00	\$ 7,389.00	(\$1,783.00)	(5,349.00)
\$650.00	\$ 42,250.00	\$681.71	\$ 44,311.15	\$665.86	\$ 43,280.58	\$15.86	\$ 1,030.58
\$4.00	\$ 400.00	\$14.00	\$ 1,400.00	\$9.00	\$ 900.00	(\$5.00)	(500.00)
\$38.09	\$ 1,523.60	\$56.00	\$ 2,240.00	\$47.05	\$ 1,881.80	(\$8.96)	(358.20)
\$411.00	\$ 822.00	\$624.00	\$ 1,248.00	\$517.50	\$ 1,035.00	(\$106.50)	(213.00)
\$0.14	\$ 6,020.00	\$0.40	\$ 17,200.00	\$0.27	\$ 11,610.00	(\$0.13)	(5,590.00)
\$16.00	\$ 2,416.00	\$28.18	\$ 4,255.18	\$22.09	\$ 3,335.59	\$6.09	\$ 919.59
\$19.00	\$ 760.00	\$63.25	\$ 2,530.00	\$41.13	\$ 1,645.00	\$22.13	\$ 885.00
\$109,219.30	\$ 109,219.30	\$285,000.00	\$ 285,000.00	\$197,109.65	\$ 197,109.65	(\$87,890.35)	(87,890.35)



City of Gillette
Gillette Regional Water Supply Phase II Stone Gate & Red Hills
16UT04



				Bid Amount		1		2	
				Engineer's Estimate		Hot Iton Inc.		Mountain View Building, Inc.	
Bid Item No	Item Name Bid Schedule A	Units	Bid Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	RED HILLS SITE ITEMS								
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	\$2,000.00	\$ 2,000.00	\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00
01500.14	EROSION BLANKETS	SY	240	\$3.00	\$ 720.00	\$2.40	\$ 576.00	\$4.00	\$ 960.00
01500.15	INSTALL WATTLES	LF	350	\$6.00	\$ 2,100.00	\$5.57	\$ 1,949.50	\$5.00	\$ 1,750.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	\$1,000.00	\$ 1,000.00	\$4,000.00	\$ 4,000.00	\$6,318.00	\$ 6,318.00
02210.01	UNCLASSIFIED EXCAVATION ABOVE SUBGRADE (BENCH EXCAVATION FOR FILL SLOPE)	CY	500	\$14.00	\$ 7,000.00	\$10.00	\$ 5,000.00	\$7.00	\$ 3,500.00
02210.02	EXCAVATION BELOW SUBGRADE (AS APPROVED)	CY	100	\$12.00	\$ 1,200.00	\$14.00	\$ 1,400.00	\$6.00	\$ 600.00
02210.03	REJECTED MATERIAL DISPOSAL (AS APPROVED)	CY	100	\$15.00	\$ 1,500.00	\$16.00	\$ 1,600.00	\$12.00	\$ 1,200.00
02210.06	IMPORTED BORROW SAND (FILL SLOPE)	CY	550	\$20.00	\$ 11,000.00	\$14.60	\$ 8,030.00	\$32.00	\$ 17,600.00
02220.01	EXPLORATORY EXCAVATION (AS APPROVED)	HR	20	\$220.00	\$ 4,400.00	\$310.00	\$ 6,200.00	\$125.00	\$ 2,500.00
02220.02	UNDERGROUND FACILITY LOCATES (AS APPROVED)	EA	10	\$200.00	\$ 2,000.00	\$250.00	\$ 2,500.00	\$125.00	\$ 1,250.00
02220.03	UTILITY LINE CROSSING (AS APPROVED)	EA	10	\$300.00	\$ 3,000.00	\$350.00	\$ 3,500.00	\$150.00	\$ 1,500.00
02225.01	INSTALL TYPE 1 PIPE BEDDING (METALIC FITTING BACKFILL & AS APPROVED)	CY	70	\$20.00	\$ 1,400.00	\$45.00	\$ 3,150.00	\$65.00	\$ 4,550.00
02225.02	INSTALL TRENCH FOUNDATION (AS APPROVED)	TN	30	\$30.00	\$ 900.00	\$50.00	\$ 1,500.00	\$20.00	\$ 600.00
02225.05	INSTALL FABRIC AROUND PIPE BEDDING (PROPEX 601 NON-WOVEN SEPARATION) (AS APPROVED)	LF	50	\$15.00	\$ 750.00	\$13.79	\$ 689.50	\$12.00	\$ 600.00
02231.016	INSTALL 6" AGGREGATE BASE (BUILDING SITE & REPLACE GRAVEL AREAS)	SY	425	\$15.00	\$ 6,375.00	\$12.69	\$ 5,393.25	\$22.00	\$ 9,350.00
02280.01	CLEARING & GRUBBING / STOCKPILE TOPSOIL / PLACE TOPSOIL / SEEDBED PREPARATION	LS	1	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$16,000.00	\$ 16,000.00
2665.016	INSTALL 6" WATER MAIN	LF	160	\$40.00	\$ 6,400.00	\$35.66	\$ 5,705.60	\$34.00	\$ 5,440.00
02665.026	INSTALL END OF LINE PLUG 6"	EA	2	\$1,000.00	\$ 2,000.00	\$487.50	\$ 975.00	\$1,129.00	\$ 2,258.00
02665.0310106	INSTALL 10X10X6 TEE	EA	2	\$1,500.00	\$ 3,000.00	\$916.10	\$ 1,832.20	\$1,761.00	\$ 3,522.00
02665.096	INSTALL 6"X90 ELBOW	EA	2	\$1,000.00	\$ 2,000.00	\$590.24	\$ 1,180.48	\$1,349.00	\$ 2,698.00
02665.116	INSTALL 6" GATE VALVE	EA	4	\$1,500.00	\$ 6,000.00	\$1,152.53	\$ 4,610.12	\$2,183.00	\$ 8,732.00
02665.1110	INSTALL 10" GATE VALVE	EA	1	\$2,000.00	\$ 2,000.00	\$2,403.00	\$ 2,403.00	\$3,854.00	\$ 3,854.00
02665.18	CONNECT TO EXISTING WATER MAIN & SERVICE	EA	4	\$1,200.00	\$ 4,800.00	\$880.00	\$ 3,520.00	\$4,065.00	\$ 16,260.00
02900.09	HYDROSEEDING	SF	4,500	\$0.90	\$ 4,050.00	\$0.12	\$ 540.00	\$0.80	\$ 3,600.00
02900.17	INSTALL NEW FENCE (CHAIN LINK)	LF	126	\$40.00	\$ 5,040.00	\$28.18	\$ 3,550.68	\$65.00	\$ 8,190.00
02910.02	REMOVE EXISTING FENCING	LF	90	\$3.00	\$ 270.00	\$23.00	\$ 2,070.00	\$3.00	\$ 270.00
02910.02	REPLACE EXISTING FENCING	LF	20	\$15.00	\$ 300.00	\$40.25	\$ 805.00	\$32.00	\$ 640.00
10650.012	RED HILLS CONTROL BUILDING	LS	1	\$190,000.00	\$ 190,000.00	\$151,896.65	\$ 151,896.65	\$355,000.00	\$ 355,000.00

TOTAL FOR BID SCHEDULE A	\$ 800,395.00	TOTAL	\$ 672,815.59	TOTAL	\$ 1,230,553.00
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Bid Item No	Item Name Bid Schedule B	Units	Bid Quantity	Bid Amount		1		2	
				Engineer's Estimate		Hot Iton Inc.		Mountain View Building	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
02665.03444	INSTALL 4X4X4 TEE	EA	1	\$1,000.00	\$ 1,000.00	\$580.90	\$ 580.90	\$1,031.00	\$ 1,031.00
02665.05124	INSTALL 12"X4" REDUCER	EA	1	\$1,000.00	\$ 1,000.00	\$1,000.93	\$ 1,000.93	\$1,695.00	\$ 1,695.00
02665.094	INSTALL 4"X90 ELBOW	EA	1	\$1,000.00	\$ 1,000.00	\$481.59	\$ 481.59	\$1,008.00	\$ 1,008.00
02665.114	INSTALL 4" GATE VALVE	EA	2	\$1,500.00	\$ 3,000.00	\$1,203.17	\$ 2,406.34	\$2,432.00	\$ 4,864.00
02665.18	CONNECT TO EXISTING WATER MAIN & SERVICE	EA	3	\$1,200.00	\$ 3,600.00	\$1,037.50	\$ 3,112.50	\$4,635.00	\$ 13,905.00
02665.31	STONE GATE ESTATES TIE-IN	LS	1	\$15,000.00	\$ 15,000.00	\$1,602.50	\$ 1,602.50	\$9,588.00	\$ 9,588.00
02665.40	INSTALL 4" CARRIER PIPE IN EXISTING 12" CONDUIT	LF	1,300	\$30.00	\$ 39,000.00	\$16.90	\$ 21,970.00	\$19.00	\$ 24,700.00
02900.09	HYDROSEEDING	SF	2,000	\$0.90	\$ 1,800.00	\$0.32	\$ 640.00	\$2.00	\$ 4,000.00

TOTAL FOR BID SCHEDULE B	\$65,400.00	TOTAL	\$31,794.76	TOTAL	\$60,791.00
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PROJECT TOTALS (Schedule A+B)	\$865,795.00	TOTAL	\$704,610.35	TOTAL	\$1,291,344.00
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COMPARISON DATA

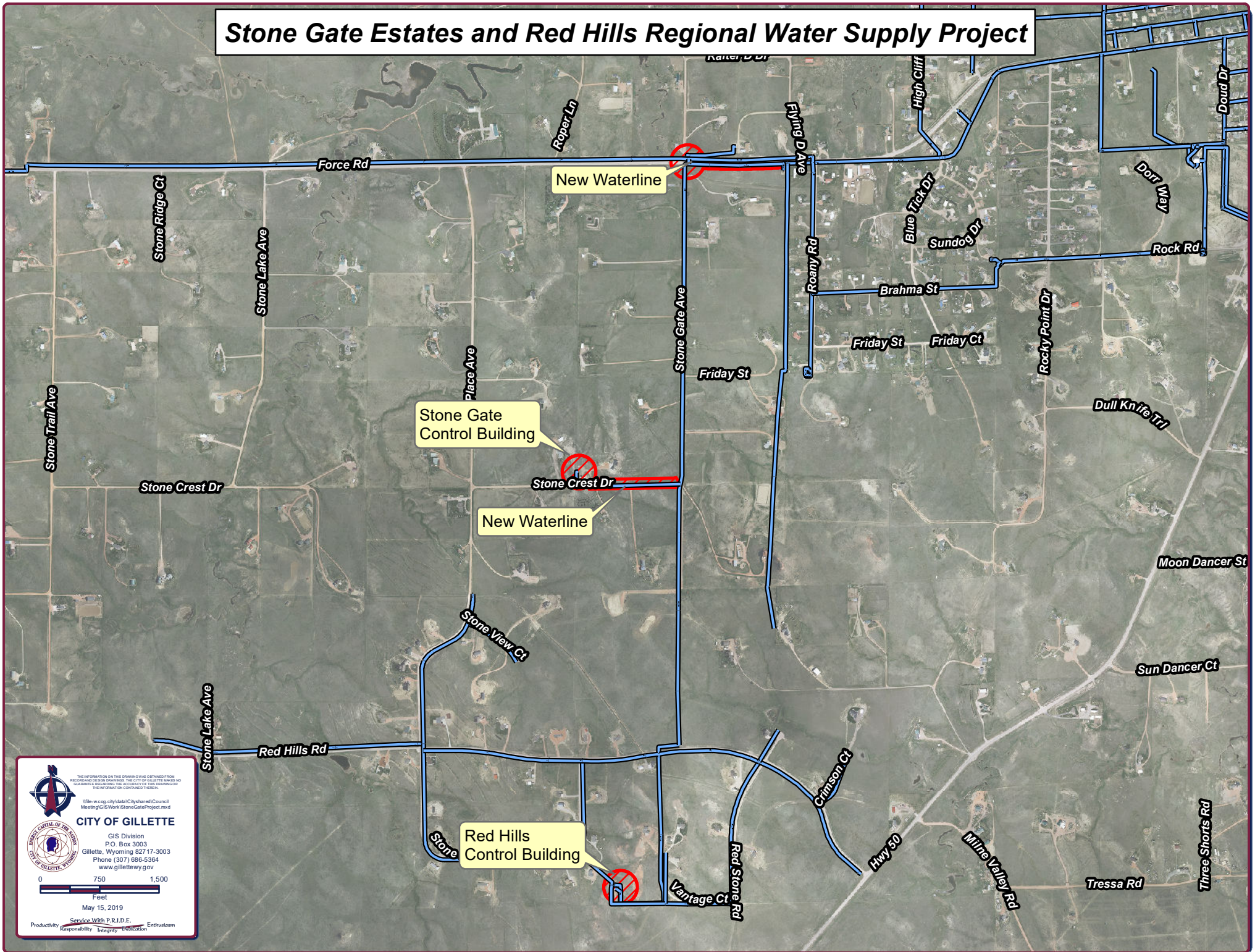
Min		Max		Average		Difference (Hot Iron-Average)	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00	\$6,750.00	\$ 6,750.00	(\$3,250.00)	\$ (3,250.00)
\$2.40	\$ 576.00	\$4.00	\$ 960.00	\$3.20	\$ 768.00	(\$0.80)	\$ (192.00)
\$5.00	\$ 1,750.00	\$5.57	\$ 1,949.50	\$5.29	\$ 1,849.75	\$0.29	\$ 99.75
\$4,000.00	\$ 4,000.00	\$6,318.00	\$ 6,318.00	\$5,159.00	\$ 5,159.00	(\$1,159.00)	\$ (1,159.00)
\$7.00	\$ 3,500.00	\$10.00	\$ 5,000.00	\$8.50	\$ 4,250.00	\$1.50	\$ 750.00
\$6.00	\$ 600.00	\$14.00	\$ 1,400.00	\$10.00	\$ 1,000.00	\$4.00	\$ 400.00
\$12.00	\$ 1,200.00	\$16.00	\$ 1,600.00	\$14.00	\$ 1,400.00	\$2.00	\$ 200.00
\$14.60	\$ 8,030.00	\$32.00	\$ 17,600.00	\$23.30	\$ 12,815.00	(\$8.70)	\$ (4,785.00)
\$125.00	\$ 2,500.00	\$310.00	\$ 6,200.00	\$217.50	\$ 4,350.00	\$92.50	\$ 1,850.00
\$125.00	\$ 1,250.00	\$250.00	\$ 2,500.00	\$187.50	\$ 1,875.00	\$62.50	\$ 625.00
\$150.00	\$ 1,500.00	\$350.00	\$ 3,500.00	\$250.00	\$ 2,500.00	\$100.00	\$ 1,000.00
\$45.00	\$ 3,150.00	\$65.00	\$ 4,550.00	\$55.00	\$ 3,850.00	(\$10.00)	\$ (700.00)
\$20.00	\$ 600.00	\$50.00	\$ 1,500.00	\$35.00	\$ 1,050.00	\$15.00	\$ 450.00
\$12.00	\$ 600.00	\$13.79	\$ 689.50	\$12.90	\$ 644.75	\$0.90	\$ 44.75
\$12.69	\$ 5,393.25	\$22.00	\$ 9,350.00	\$17.35	\$ 7,371.63	(\$4.66)	\$ (1,978.38)
\$1,500.00	\$ 1,500.00	\$16,000.00	\$ 16,000.00	\$8,750.00	\$ 8,750.00	(\$7,250.00)	\$ (7,250.00)
\$34.00	\$ 5,440.00	\$35.66	\$ 5,705.60	\$34.83	\$ 5,572.80	\$0.83	\$ 132.80
\$487.50	\$ 975.00	\$1,129.00	\$ 2,258.00	\$808.25	\$ 1,616.50	(\$320.75)	\$ (641.50)
\$916.10	\$ 1,832.20	\$1,761.00	\$ 3,522.00	\$1,338.55	\$ 2,677.10	(\$422.45)	\$ (844.90)
\$590.24	\$ 1,180.48	\$1,349.00	\$ 2,698.00	\$969.62	\$ 1,939.24	(\$379.38)	\$ (758.76)
\$1,152.53	\$ 4,610.12	\$2,183.00	\$ 8,732.00	\$1,667.77	\$ 6,671.06	(\$515.24)	\$ (2,060.94)
\$2,403.00	\$ 2,403.00	\$3,854.00	\$ 3,854.00	\$3,128.50	\$ 3,128.50	(\$725.50)	\$ (725.50)
\$880.00	\$ 3,520.00	\$4,065.00	\$ 16,260.00	\$2,472.50	\$ 9,890.00	(\$1,592.50)	\$ (6,370.00)
\$0.12	\$ 540.00	\$0.80	\$ 3,600.00	\$0.46	\$ 2,070.00	(\$0.34)	\$ (1,530.00)
\$28.18	\$ 3,550.68	\$65.00	\$ 8,190.00	\$46.59	\$ 5,870.34	(\$18.41)	\$ (2,319.66)
\$3.00	\$ 270.00	\$23.00	\$ 2,070.00	\$13.00	\$ 1,170.00	\$10.00	\$ 900.00
\$32.00	\$ 640.00	\$40.25	\$ 805.00	\$36.13	\$ 722.50	\$4.13	\$ 82.50
\$151,896.65	\$ 151,896.65	\$355,000.00	\$ 355,000.00	\$253,448.33	\$ 253,448.33	(\$101,551.68)	\$ (101,551.68)

	\$ 672,815.59		\$ 1,230,553.00		\$ 951,684.30		\$ (278,868.71)
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Min		Max		Average		Difference (Hot Iron-Average)	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$580.90	\$ 580.90	\$1,031.00	\$ 1,031.00	\$805.95	\$ 805.95	(\$225.05)	\$ (225.05)
\$1,000.93	\$ 1,000.93	\$1,695.00	\$ 1,695.00	\$1,347.97	\$ 1,347.97	(\$347.04)	\$ (347.04)
\$481.59	\$ 481.59	\$1,008.00	\$ 1,008.00	\$744.80	\$ 744.80	(\$263.21)	\$ (263.21)
\$1,203.17	\$ 2,406.34	\$2,432.00	\$ 4,864.00	\$1,817.59	\$ 3,635.17	(\$614.42)	\$ (1,228.83)
\$1,037.50	\$ 3,112.50	\$4,635.00	\$ 13,905.00	\$2,836.25	\$ 8,508.75	(\$1,798.75)	\$ (5,396.25)
\$1,602.50	\$ 1,602.50	\$9,588.00	\$ 9,588.00	\$5,595.25	\$ 5,595.25	(\$3,992.75)	\$ (3,992.75)
\$16.90	\$ 21,970.00	\$19.00	\$ 24,700.00	\$17.95	\$ 23,335.00	(\$1.05)	\$ (1,365.00)
\$0.32	\$ 640.00	\$2.00	\$ 4,000.00	\$1.16	\$ 2,320.00	(\$0.84)	\$ (1,680.00)

	\$31,794.76		\$60,791.00		\$46,292.88		\$ (14,498.12)
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Stone Gate Estates and Red Hills Regional Water Supply Project



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

File: w:\cg\city\data\City\here\Council
Meeting\GISWork\StoneGateProject.mxd

CITY OF GILLETTE

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

0 750 1,500
Feet

May 15, 2019

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



WYOMING WATER DEVELOPMENT OFFICE

Mark Gordon
Governor

6920 Yellowtail Road
Cheyenne, WY 82002

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

Commissioners

Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner
Kellen K. Lancaster	Bill Yankee
Sheridan Little	
Mike Purcell	

May 15, 2019

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

Dear Mr. Jensen:

This letter is to provide WWDC's concurrence to the City of Gillette to award the Phase II District Extensions Stone Gate & Red Hills Project to Hot Iron, Inc. for \$704,610.35. Upon execution, please provide WWDC with copies of the Contractor's Agreement, Insurance Certificates, Bonds, Notice of Award and Notice to Proceed. Please coordinate with before scheduling the Pre-Construction meeting.

Please contact me if you have any questions.

Regards,


Bryan Clerkin
Deputy Director of Construction

cc: Files
Enclosures: DOWL Award Recommendation (4 pages)



May 14, 2019

Levi Jensen, P.E.
Utility Project Manager
City of Gillette
P.O. Box 3003
Gillette, WY 82717

RE: Gillette Regional Water Supply Project Phase II District Extensions Stone Gate & Red Hills

Dear Levi,

The purpose of this letter is to provide to the City of Gillette the Engineer's recommendation for award of the Phase II District Extensions Stone Gate & Red Hills Project. A bid opening for this project was conducted on Tuesday May 14, 2019 at City of Gillette Purchasing. The following is a brief summary of our post-bid activities for this project.

Review of Bids. Below is a list of the two bids that were received for this project.

1. Hot Iron, Inc. Sch. A (\$672,815.59) / Sch. B (\$31,794.76) / Total \$704,610.35
2. Mountain View Building, Inc. Sch. A (\$1,230,553.00) / Sch. B (\$60,791.00) / Total \$1,291,344.00

The low bidder is Hot Iron, Inc. with a total bid of \$704,610.35. The low bid is under the overall budget for construction.

We have tabulated all bids and formatted them in an Excel spreadsheet for price verification and comparison purposes; a copy of the spreadsheet is attached. Hot Iron's overall bid is about 45% under the next lowest bidder and most of their bid items are under the averages for the project. Hot Iron's bid is about \$161,000 lower than DOWL's estimate of the probable construction cost and in line with our estimated unit prices.

Hot Iron's bid package included acknowledgement of Addendum #1, a completed and signed Bid Form, and Bid Security in the form of an original Bid Bond. Hot Iron, Inc. is registered with the Wyoming Secretary of State's Office, with their official place of business listed as 1401 Oil Drive in Gillette Wyoming.

Wyoming Residency. Hot Iron is claiming Wyoming Residency for an in-state preference on this project. All bidders were claiming Wyoming Residency so Wyoming Preference is not a consideration in this recommendation for award.

Contractor Licensing. Hot Iron, Inc. is currently a licensed category A and C Contractor with the City of Gillette.

In summary, DOWL has performed our post-bid evaluation of the bids and other requirements and it appears we have a low bid under the City's budget. In talking with Bryan Garland Vice President of Hot Iron, Inc., he indicated Hot Iron is comfortable with their bid numbers and they are ready to proceed with the project.

It is therefore the recommendation of DOWL that the City of Gillette award the contract for the Gillette Regional Water Supply Project Phase II Stone Gate & Red Hills to Hot Iron, Inc. for a total amount of \$704,610.35.

Please call if you wish to discuss any aspects of this project, the bids, or the contractor. We look forward to starting the construction phase and seeing this project successfully completed for the City, WWDC and our community.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam Spindler", written in a cursive style.

Adam Spindler, P.E.
Project Manager

Attachments

[illegible][illegible]



PROJECT TOTALS: (Schedule A-B)	586,793.00	TOTAL	6,016,835	TOTAL	6,792,828.00
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[illegible]



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Engineering Design Services for the Donkey Creek Pump Station #1 Electrical Room Addition to Structural Dynamics, LLC, in the Amount of \$57,106.00.

BACKGROUND:

The objective of this project is to design an addition to the existing Donkey Creek Pump Station #1 to house electrical equipment that currently occupies the same space as the pumps, motors, and other water associated appurtenances. Additionally, new arc flash safety standards and regulations necessitate adequate safety zones around this equipment that cannot be practically provided in the existing space. The addition will add approximately 742 square feet to the southwest corner of the existing building.

This agreement with Structural Dynamics, LLC, is for the design and bidding phase services for this project. Construction Administration will be added when the design phase services are completed.

ACTUAL COST VS. BUDGET:

This project is budgeted for in account 503-70-73-441-70-47510 in the current fiscal year's budget in the amount of \$120,000.00 and FY 19/20 for construction in the amount of \$1,000,000.00.

SUGGESTED MOTION:

I Move for Approval of a Professional Services Agreement for Engineering Design Services for the Donkey Creek Pump Station #1 Electrical Room Addition to Structural Dynamics, LLC, in the Amount of \$57,106.00.

STAFF REFERENCE:

Michael H. Cole, P.E., Utilities Director

ATTACHMENTS:

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☐ [Existing VFDs](#)

☐ [Agreement](#)

☐ [Addition Location](#)



BOOSTER PUMP 1
YASKAWA
P7

BOOSTER PUMP 2
YASKAWA
P7

DANGER
Electrocution Hazard
DO NOT Spray Water In
This Area

CAUTION
DO NOT ENTER
WHEN BREAKER
IS ENERGIZED

CAUTION
DO NOT ENTER
WHEN BREAKER
IS ENERGIZED

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of
April 23, 2019 ("Effective Date")
between
CITY OF GILLETTE, WYOMING ("Owner")
and
STRUCTURAL DYNAMICS, LLC ("Engineer").

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

**DONKEY CREEK PUMP STATION #1
VFD ROOM ADDITION
("Project")**

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

- A. Design Phase
 - 1. Scope of services in accordance with Structural Dynamics, LLC proposal for engineering services dated April 23, 2019.
- B. Bidding Phase
 - 1. Scope of services in accordance with Structural Dynamics, LLC proposal for engineering services dated April 23, 2019.
- C. Construction Phase
 - 1. The scope of services and compensation for the construction phase are not included in this agreement and will be determined at a later date. For an estimate of fees to budget for the construction phase, see Structural Dynamics, LLC proposal for engineering services dated April 23, 2019.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish

services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Design and Bidding Phase services shall be complete by August 1, 2019.

~~C. If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the 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. In addition, Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Engineer has been 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. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- C. In the event of any termination under Paragraph 3.01, 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.

4.01 *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 4.01.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, 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. 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.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, 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.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's 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 Project 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.
- C. This Agreement is to be governed by the laws of the State of Wyoming, with any action at law or judicial proceeding for the enforcement of this Agreement being administered only in the court system of the State of Wyoming.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. 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, 2002 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of : Fifty-Seven Thousand One Hundred Six Dollars (\$57,106.00)
 - 2. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses

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

OWNER: CITY OF GILLETTE

Signed: _____

By: _____

Title: _____

Date Signed: _____

ENGINEER: STRUCTURAL DYNAMICS, LLC

Signed: Brian D Shippy

By: Brian D. Shippy

Title: Principal Engineer

Date Signed: April 23, 2019

Address for giving notices:

201 E. 5th Street

Gillette, Wyoming 82716

Address for giving notices:

PO Box 2767

Gillette, Wyoming 82717

This is **Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 23, 2019.

Engineer's Standard Hourly Rates and Reimbursable Expenses

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates for calendar year 2019:*

Hourly rates for services performed during the 2019 calendar year are as shown on the attached Schedule of Fees dated December 1, 2018.



SCHEDULE OF FEES AND REIMBURSABLE EXPENSES

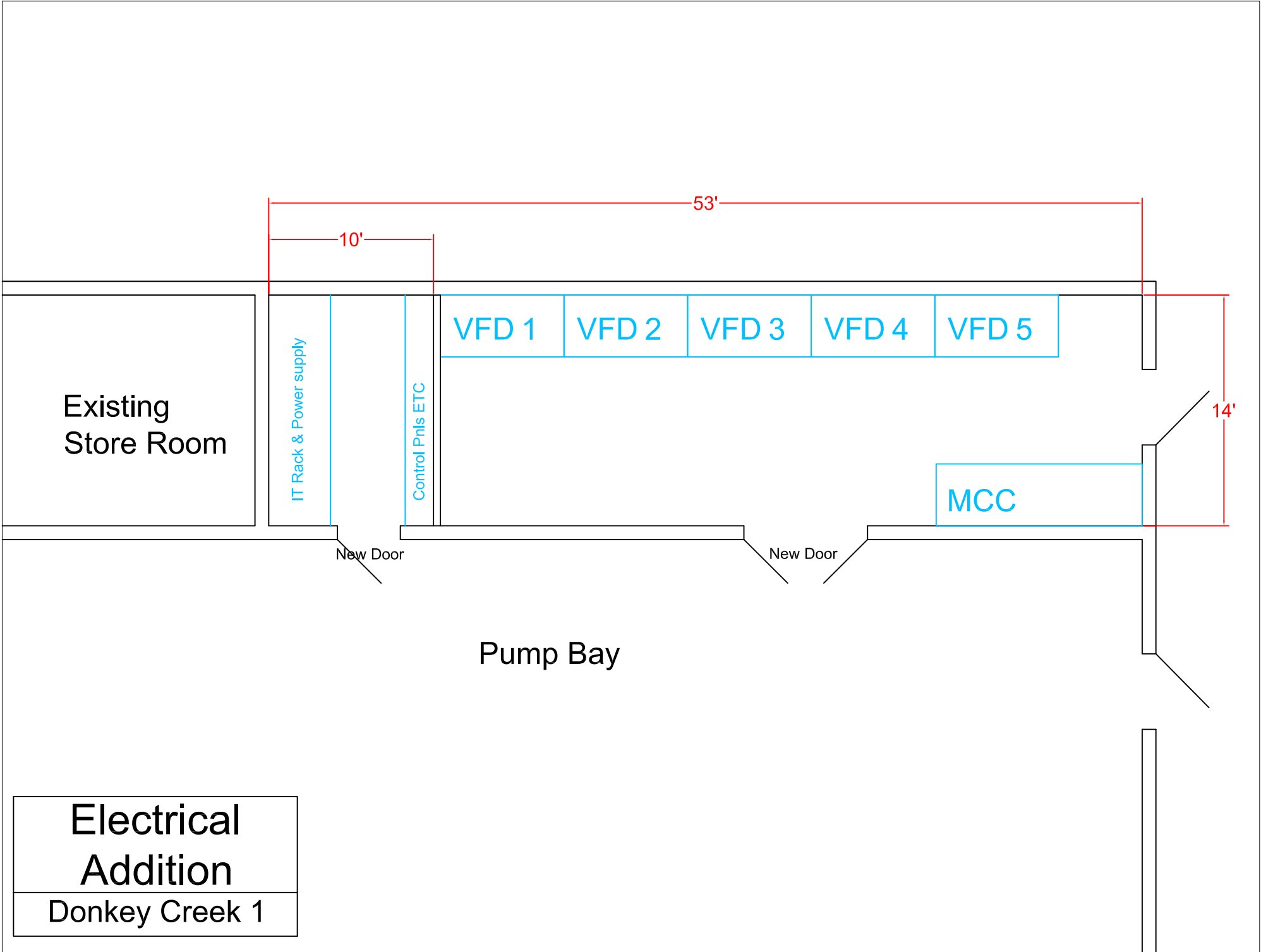
December 1, 2018

PROFESSIONAL FEES (\$/hour):

Principal Engineer	\$140.00
Senior Engineer	\$135.00
Senior Project Engineer.....	\$130.00
Project Engineer/Manager	\$120.00
Senior Design Engineer	\$115.00
Professional Engineer.....	\$110.00
Resident Project Representative (RPR)	\$100.00
Design Engineer	\$ 95.00
Construction Engineer	\$ 95.00
Senior Engineering Technician	\$ 91.00
Engineering Technician	\$ 80.00
Clerical	\$ 50.00
Expert Witness Services – Depositions	2x rates above
Expert Witness Services – Court Testimony.....	2.5x rates above

REIMBURSABLE EXPENSES:

Travel Expenses:	Mileage	\$ 0.65/mi
	Per diem	\$52.00/night
	Lodging Actual cost
	Airfare.....	Actual cost
Special tests, subconsultant services, equipment rental		Cost + 15%
Printing/Plotting/Reproduction		Cost + 5%
Postal/mailing/delivery services		Actual cost
Specialized software/hardware/equipment		Actual cost





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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 2019 Energy Capital Sports Complex Proposed Improvements, with PCA Engineering, Inc, in the Amount of \$207,500.00.

BACKGROUND:

This professional services agreement is for the design and advertising of two (2) Energy Capital Sports Complex multipurpose fields and an extension of the parking lot. The multipurpose fields are to be covered with a synthetic turf and are proposed to be located just south of the existing parking lot. The new parking lot will extend easterly from the existing parking lot and will double the amount of available parking within the complex.

This professional services agreement is fully funded from the general fund from account number 001-10-04-419-70-47310.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Design and Bidding Services associated with the 2019 Energy Capital Sports Complex Proposed Improvements, with PCA Engineering, Inc, in the Amount of \$207,500.00.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

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☐ [Agreement](#)

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
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(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 _____, 2019 ("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:

2019 Energy Capital Sports Complex -Proposed Improvements (19EN36) ("Project").

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

Professional engineering and surveying including schematic design, Design Development, and Construction Documents, for improvements at the Energy Capital Sports Complex including two full size soccer fields and adjacent parking lot.

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. *After a disputed item has been settled, Engineer shall include the disputed item on a subsequent regular scheduled invoice or on a special invoice for the disputed item only.*
- 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. 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, *claims arising out of this Agreement or* 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. *One or more waivers by either party of any provision, term, condition or covenant shall not be constructed as a waiver of a subsequent breach of the same by the other party.*
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

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

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

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

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

Owner: _____
City of Gillette

Engineer: _____
PCA Engineering, Inc.

By: _____

By: Thomas A. Sylte, P.E.

Title: Mayor

Title: President

Date _____

Date _____

Signed: _____

Signed: _____

Attest: _____

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

Address for giving notices:

Address for giving notices:

201 E. 5th Street

P. O. Box 2185

Gillette, WY 82716

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Steven L. Peterson, P.E.

Thomas A. Sylte, P.E.

Title: Capital Projects Coordinator

Title: President

Phone Number: 307-687-2531

Phone Number: 307-687-0600

Facsimile Number: 307-686-0952

Facsimile Number: 307-687-7022

E-Mail Address: stevenp@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 ,2019.

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 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:~~
- ~~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: Subsurface Geotechnical Investigation. Furnish 1 copy of report to Owner.
- ~~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.~~

8. *Preliminary Design Phase documents and any other deliverables will be submitted for Owner review by _____, 2019.*

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: Prepare and provide Application for Permit to Construct. None
 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.~~
 7. *Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Submit 5 final copies of the bidding documents, a revised opinion of probable Construction Cost, and electronic copies of the bidding documents for Owner's use in bidding. Completion of bidding documents shall be completed on or before _____, 2019.*
- 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 one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

~~A1.05 *Construction Phase*~~

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

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
- ~~3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~~~

- b. ~~The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~
8. ~~*Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
9. ~~*Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
10. ~~*Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
11. ~~*Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~

- ~~12. *Substitutes and “or equal”*: Evaluate and determine the acceptability of substitute or “or equal” materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests*: Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor’s Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment*: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, to the best of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe Contractor’s Work. In the case of unit price work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of Contractor’s Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
 - ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer’s review of Contractor’s Work for the~~

~~purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~16. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~17. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].~~

~~19. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original~~

~~date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

- ~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06—Post-Construction Phase~~

- ~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
[Here list any such tasks or deliverables]~~

- ~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

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

- ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
- ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.~~
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

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, *including but not limited to the review of Contract Documents supplied by Engineer.*
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and

limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , 2019.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- T. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$ 207,500 based on the following estimated distribution of compensation:
 - a. Study and Report Phase (*Schematic*) \$ 46,850
 - b. Preliminary Design Phase (*Design Development*) \$ 71,165
 - c. Final Design Phase (*Contract Documents*) \$ 86,120
 - d. Bidding and Negotiating Phase \$ 3,365
 - e. ~~Construction Phase~~ _____ \$
 - f. ~~Post Construction Phase~~ _____ \$
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- U. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 4 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

**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 2019.

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	\$ 40.00
Sieve Analysis: Standard Sizes thru #200	\$ 90.00
Moisture/Density Relations (Proctor):	
Standard ASTM D-698, 4"	\$150.00
Standard ASTM D-698, 6"	\$175.00
Modified, ASTM D-1557, 4"	\$175.00
Modified, ASTM D-1557, 6"	\$200.00
Check Point	\$ 75.00
Compressive Strength of Concrete Cylinder	\$ 20.00
Bitumen Content of Asphalt	\$ 90.00
Flow and Stability (Marshall Method)	\$ 75.00
Unit Weight (Marshall Method)	\$100.00
Rice Test	\$ 90.00
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

Survey Equipment	\$ 55.00 per hour
Digital Camera	\$ 10.00 per week
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	\$ 10.00 each
Brass Cap Monuments	\$100.00 each
Aluminum Cap Monument	\$ 60.00 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 2019.

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:

PCA ENGINEERING INC.

HOURLY RATES:

Project Manager-Professional Engineer 1	\$150.00
Project Manager-Professional Engineer 2	\$145.00
Professional Land Surveyor	\$115.00
Project Engineer	\$110.00
Engineering Intern	\$ 80.00
Geotechnical Manager	\$115.00
Engineering Tech	\$ 95.00
Engineering Tech (Summer Intern)	\$ 50.00
Bookkeeper-Admin Asst.	\$ 65.00
Receptionist Office Asst.	\$ 60.00

BRUCE DEES AND ASSOCIATES

HOURLY RATES:

Landscape Architect V	\$170.00
Landscape Architect IV	\$160.00
Landscape Architect III	\$145.00
Landscape Architect II	\$130.00
Landscape Architect I	\$120.00
Landscape Designer	\$105.00
Project Support	\$ 75.00

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , 2019.

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): \$ 1,000.000
 - 2) General Aggregate: \$ 2,000.000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 1,000.000
 - 2) General Aggregate: \$ 1,000.000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000.000
- f. Professional Liability –
 - 1) Each Claim Made \$ 1,000.000
 - 2) Annual Aggregate \$ 1,000.000
- g. ~~Other (specify):~~ \$ _____

2. By Owner:

a. Workers' Compensation:

Statutory

b. ~~Employer's Liability~~

1) Each Accident	\$ <u> </u>
2) Disease, Policy Limit	\$ <u> </u>
3) Disease, Each Employee	\$ <u> </u>

c. General Liability --

1) General Aggregate:	\$ <u>2,000.000</u>
2) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000.000</u>

d. Excess Umbrella Liability --

1) Each Occurrence:	\$ <u>1,000.000</u>
2) General Aggregate:	\$ <u>1,000.000</u>

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident:

\$ 1,000.000

f. Other (specify):

\$ 5,000.000

~~B. Additional Insureds:~~

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , 2019.

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 American Arbitration Association. 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.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , 2019.

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: *None*

- 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 , 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: , 2019
- b. Owner: City of Gillette
- c. Engineer: PCA Engineering, Inc.
- d. Project: 2019 Energy Capital Sports Complex -Proposed Improvements (19EN36)

2. *Description of Modifications:*

- 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:
City of Gillette

ENGINEER:
PCA Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as the Rohde Subdivision, to the City of Gillette, Wyoming; Subject to all Planning Requirements. (Planning Commission Vote 5/0)

BACKGROUND:

The owner is proposing to combine two lots into one for ownership purposes. The created lot will be 0.74 acres and remain under the current zoning, R-1, Single-Family Residential. Under current zoning regulations in the R-1 zoning district, a primary structure must be constructed on a property before an accessory structure. The owner wishes to construct an accessory structure but it unable to do so unless a subdivision occurs, combining the two lots into one, or construct a primary structure first. The other lot involved already contains a primary structure, making this subdivision compliant with the current zoning regulations.

Any future site developments will be required to undergo site plan reviews.

This case was approved by the Planning Commission during their May 14, 2019, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve a Resolution Approving and Authorizing the Final Plat Known as the Rohde Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download

☐ [Planning Commission Minutes 5/14/2019](#)

☐ [Planning Requirements](#)

☐ [Aerial and Vicinity Map](#)

☐ [Plat](#)

☐ [Resolution](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
May 14, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ted Jerred, Sheryl Martin, and Trevor Matson..

Commission Members Absent: Jennifer Tuomela.

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of April 9, 2019. Trevor Matson seconded the motion. Motion carried 5/0.

19.014SFPM-FINAL
PLAT MINOR-Rohde
Subdivision

The owner, Chris Rohde, is proposing to combine two lots into one for ownership purposes. The created lot will be 0.74 acres and remain under the current zoning, R-1, Single-Family Residential.

Under current zoning regulations in the R-1 zoning district, a primary structure must be constructed on a property before an accessory structure. The owner wishes to construct an accessory structure but is unable to do so unless a subdivision occurs, combining the two lots into one, or construct a primary structure first. The other lot involved already contains a primary structure, making this subdivision compliant with the current zoning regulations.

Any future site developments will be required to undergo site plan reviews.

Meredith Duvall said the Planning Division had received three comments from the public on the case. She said they were all general inquiries and they all had no issues with the proposed changes.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Vice-Chair Reardon asked about the smaller portion of the lot, and if there was a concrete slab located there. Meredith Duvall said there was, and if plans were submitted to build anything on it, then the Building Division would be looking at whether it was stable for what the owners wanted to build.

There being no further comments, Ted Jerred made a motion to approve the case. Vice-Chair Reardon seconded the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be two cases for the May 28, 2019, meeting and there were no cases for the June 11 meeting so it will be canceled.

Chairman Nielsen said Brenda Green had resigned from the commission, and anyone who was interested could apply. Chairman Nielsen thanked Brenda Green for all her service on the commission.

ADJOURNMENT

The meeting adjourned at 7:36 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.

DRAFT

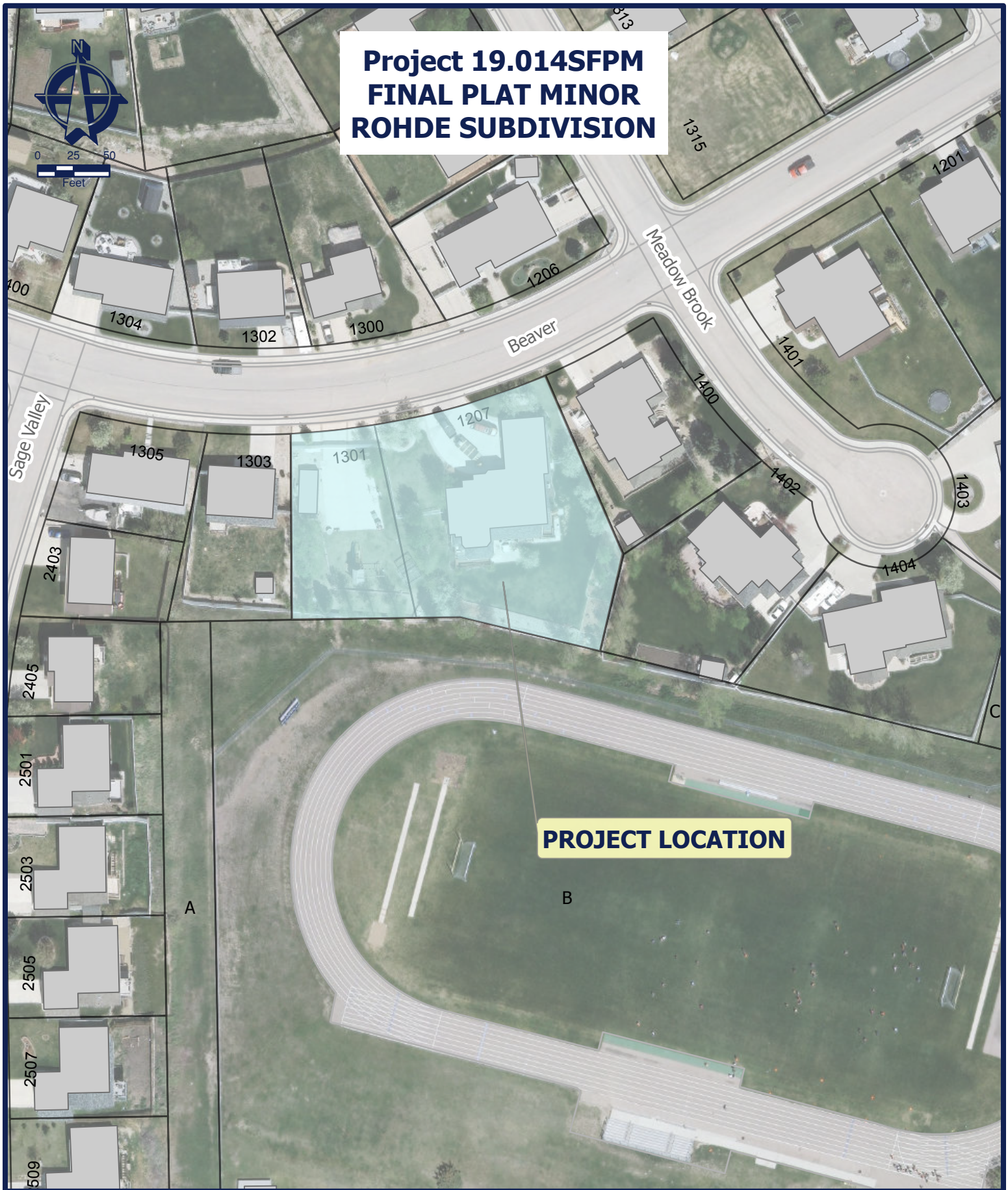
Planning Requirements

19.014SFPM

Final Plat Minor - Rohde Subdivision

The Planning Requirements are as follows:

1. All comments and concerns will be addressed in ePlans prior to submitting the Final Plat with signatures.
2. A \$75 Recording fee shall accompany the signed mylar.



**Project 19.014SFPM
FINAL PLAT MINOR
ROHDE SUBDIVISION**

PROJECT LOCATION



CITY OF GILLETTE

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

4/12/2019 3:54 PM

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.

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

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED CHRISTOPHER AND SHERRI ROHDE REVOCABLE TRUST, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS ROHDE SUBDIVISION, A RESUBDIVISION OF LOT 8, BLOCK 4 SAGE VALLEY ESTATES PHASE IV AND LOT 7A, BLOCK 4 SAGE VALLEY ESTATES, PHASE II, LOCATED IN A PORTION OF THE NW1/4 SECTION 33, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 8, BLOCK 4 SAGE VALLEY ESTATES PHASE IV AND LOT 7A, BLOCK 4 SAGE VALLEY ESTATES, PHASE II, LOCATED IN A PORTION OF THE NW1/4 SECTION 33, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREFTER GENERALLY UTILIZED BY THE PUBLIC.

DRAINAGE EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PUBLIC USE, TO ACCOMMODATE THE FLOW OR STORAGE OF STORM WATERS AND SHALL BE KEPT FREE OF ALL STRUCTURES OR OTHER IMPEDIMENTS.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____, BY:

CHRISTOPHER ROHDE, OWNER

STATE OF WYOMING)
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____, BY CHRISTOPHER ROHDE, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

EXECUTED THIS _____ DAY OF _____ A.D., 20____, BY:

SHERRI ROHDE, OWNER

STATE OF WYOMING)
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____, BY SHERRI ROHDE, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

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

CITY ENGINEER

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

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

MAYOR

CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

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

CHAIRMAN

SECRETARY

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE A RESUBDIVISION OF LOT 8, BLOCK 4 SAGE VALLEY ESTATES PHASE IV, AS RECORDED IN BOOK 7 OF PLATS, PAGE 103, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK AND LOT 7A, BLOCK 4 SAGE VALLEY ESTATES, PHASE II, AS RECORDED IN BOOK 7 OF PLATS, PAGE 39, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

COUNTY CLERK

SUBDIVISION SUMMARY

TOTAL AREA: 32023 S.F.
TOTAL LOTS: 1 LOT
FLOOD PLAIN DESIGNATION ZONE X

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE ROHDE SUBDIVISION, A RESUBDIVISION OF LOT 8, BLOCK 4 SAGE VALLEY ESTATES PHASE IV AND LOT 7A, BLOCK 4 SAGE VALLEY ESTATES, PHASE II, LOCATED IN A PORTION OF THE NW1/4 SECTION 33, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

BASED ON CITY OF GILLETTE
VERTICAL CONTROL MONUMENT #104
ELEVATION= 4633.13

BASIS OF BEARING

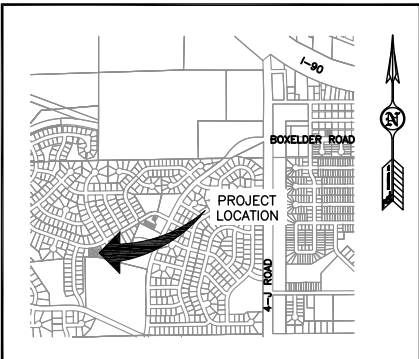
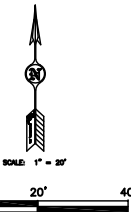
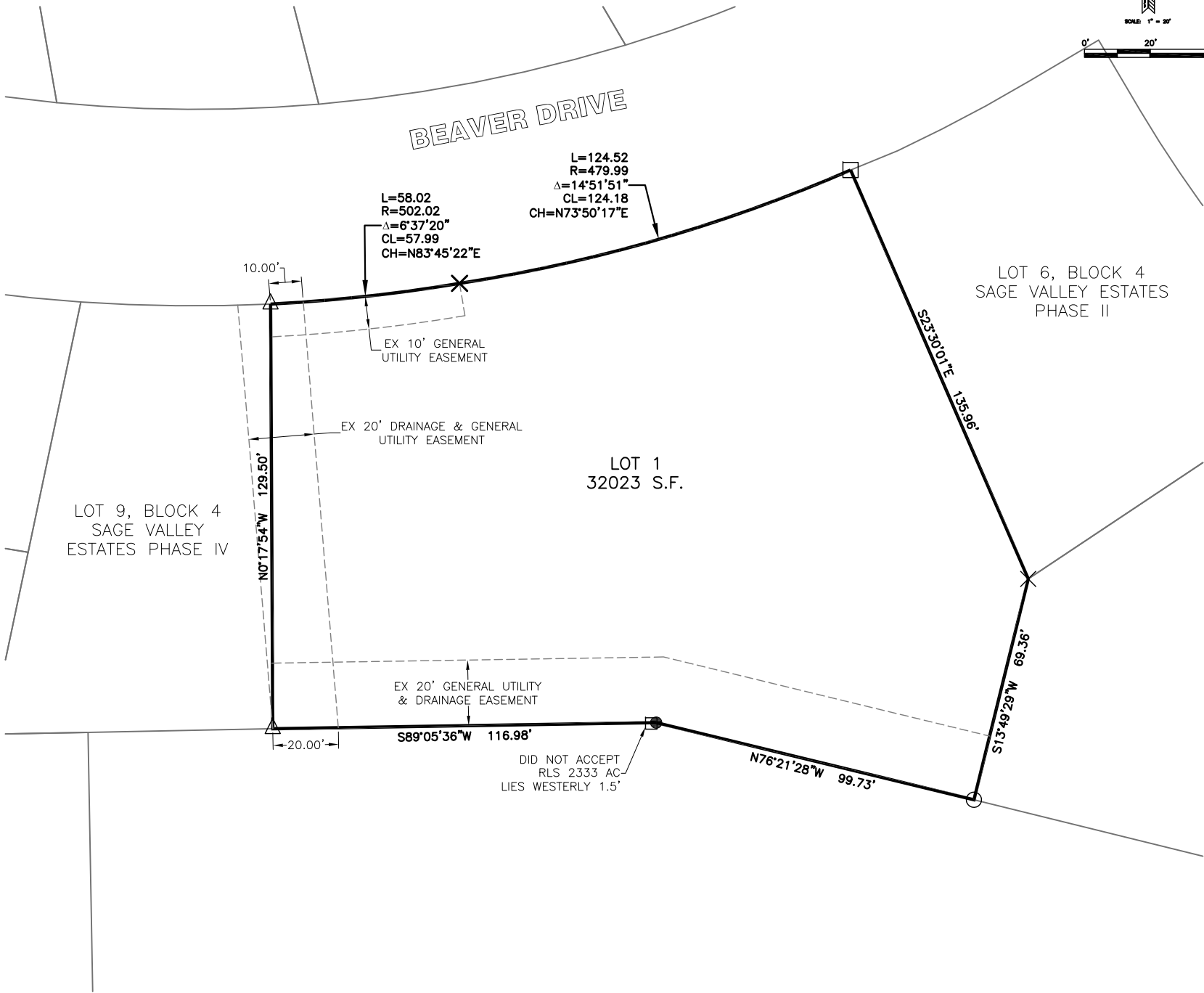
THE CITY OF GILLETTE HORIZONTAL
CONTROL NETWORK.
***ALL MEASURED DISTANCES ARE
GRID. FOR CONVERSION TO
SURFACE, MULTIPLY BY 1.00026964.
***ALL AREAS ARE CALCULATED
AT SURFACE.

LEGEND

- FOUND REBAR AND PLASTIC CAP RLS 2333
- FOUND REBAR AND ALUMINUM CAP RLS 2333
- △ FOUND BARE REBAR
- × FOUND X IN CONCRETE
- SET 2" ø ALUMINUM CAP (PLS #15542)
- × CHISELED X IN CONCRETE
- BOUNDARY
- RIGHT OF WAY/PARCELS
- - - - EXISTING EASEMENT

ROHDE SUBDIVISION

A RESUBDIVISION OF LOT 8, BLOCK 4 SAGE VALLEY ESTATES PHASE IV AND LOT 7A, BLOCK 4 SAGE VALLEY ESTATES, PHASE II LOCATED IN A PORTION OF THE NW1/4 SECTION 33, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



VICINITY MAP

Prepared for:

CHRIS ROHDE
1207 BEAVER DRIVE
GILLETTE, WY 82718
(307) 257-0028



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Drawn by: SS	Design by: SS	Reviewed by: SS
Revision Date	Revision Description	

PCA Project Number: 193951.002
Plot Date: Apr 03, 2019 -- 3:51pm
G:\PROJECTS\193951002 Sage Valley Estates Phase II A
Main.dwg
Layout: Plot 1

X-Ref: ...

ROHDE SUBDIVISION
A RESUBDIVISION OF LOT 8,
BLOCK 4 SAGE VALLEY
ESTATES PHASE IV AND LOT
7A, BLOCK 4 SAGE VALLEY
ESTATES, PHASE II
LOCATED IN A PORTION OF
THE NW1/4 SECTION 33,
T50N, R72W OF THE 6TH
P.M., CITY OF GILLETTE,
CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
FINAL PLAT KNOWN AS THE ROHDE SUBDIVISION; TO
THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL
PLANNING REQUIREMENTS.**

WHEREAS, the Final Plat for the Rohde Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 14, 2019, with Planning Requirements.

WHEREAS, the recording of Lot 1, Rohde Subdivision; to the City of Gillette, Wyoming with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on February 26, 2019.

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

Lot 1, Rohde Subdivision; to the City of Gillette, Wyoming as prepared by PCA Engineering Inc., signed by Sheila Slocum, Professional Land Surveyor, Wyoming Registration Number 15542, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Powder Horn Park, Located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M. to the City of Gillette, Wyoming; Subject to all Planning Requirements.

BACKGROUND:

The owner is proposing to subdivide 67.69 acres of land. This area was annexed to the City of Gillette in February 2008 as part of the WYDOT-Warner Pacific Addition Annexation Plat.

The Powder Horn Park Subdivision is an eight (8)-lot subdivision with an average lot size of 8.46 acres. Lots 1-5 and 7 will have access from Warlow Drive by means of three (3) shared 50' access easements. Lots 6 and 8 will share a 50' access easement from Garner Lake Road.

City water is available to all lots. Sewer is available south and east along Garner Lake Road and will require an extension at the time of development. As this proposed subdivision is for ownership purposes only, utilities will not be required to be extended at this time.

This case was approved by the Planning Commission during their May 14, 2019, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for Approval of a Resolution Approving and Authorizing the Final Plat Known as Powder Horn Park, Located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming, Subject to All Planning Requirements.

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download

☐ [Planning Commission Minutes 5/14/2019](#)

☐ [Planning Requirements](#)

<input type="checkbox"/> Aerial and Vicinity Map
<input type="checkbox"/> Plat
<input type="checkbox"/> Resolution

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
May 14, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ted Jerred, Sheryl Martin, and Trevor Matson..

Commission Members Absent: Jennifer Tuomela.

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of April 9, 2019. Trevor Matson seconded the motion. Motion carried 5/0.

19.012SFPM-FINAL
PLAT MINOR-Powder
Horn Park

The owner, SLH Properties, LLC, Steve Halvorson, is proposing to subdivide 67.69 acres of land. This area was annexed to the City of Gillette in February of 2008 as part of the WYDOT-Warner Pacific Addition Annexation Plat.

The Powder Horn Park subdivision is an eight (8)-lot subdivision with an average lot size of 8.46 acres. Lots 1-5 and 7 will have access from Warlow Drive by means of three (3) shared 50' access easements. Lots 6 and 8 will share a 50' access easement from Garner Lake Road.

City water is available to all lots. Sewer is available south and east along Garner Lake Road and will require an extension at the time of development. As this proposed subdivision is for ownership purposes only, utilities will not be required to be extended at this time.

Clark said the Planning Division received one inquiry from the public on the case, and was a general inquiry only.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Ken Ferguson, resident of the Los Caballos Subdivision to the north of the property, was present as well as Tom Osborne, representative for the owner, Steve Halvorson. Their comments were for the next case, and Chairman Nielsen explained this case was only for the layouts of the lots. Both would hold their comments until the next case (19.013Z) they pertained to.

Chairman Nielsen asked if the traffic would be limited on the street on the north of the property, which is maintained by the Los Cabellos

subdivision. Clark Sanders said there would be no access to the north of the property and that road for these lots.

There being no further comments, Trevor Matson made a motion to approve the case. Vice-Chair Reardon seconded the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be two cases for the May 28, 2019, meeting and there were no cases for the June 11 meeting so it will be canceled.

Chairman Nielsen said Brenda Green had resigned from the commission, and anyone who was interested could apply. Chairman Nielsen thanked Brenda Green for all her service on the commission.

ADJOURNMENT

The meeting adjourned at 7:36 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.

Planning Requirements

19.012SFP

Final Plat -Powder Horn Park

The Planning Requirements are as follows:

1. All comments and concerns will be addressed in ePlans prior to submitting the Final Plat with signatures.
2. A signed Consent to Subdivide shall be provided prior to the filing of the plat.
3. A \$75 Recording fee shall accompany the signed mylar.



**Project 19.012SFPM
FINAL PLAT MINOR
POWDER HORN PARK**

Garner Lake Rd

Warlow Dr



PROJECT LOCATION



CITY OF GILLETTE

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

3/19/2019 4:57 PM

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.

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

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED SLH PROPERTIES, LLC, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS POWDER HORN PARK, LOCATED IN THE S1/2NE1/4 SECTION 24, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH PRINCIPAL MERIDIAN, GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL LOCATED IN THE S1/2NE1/4 OF SECTION 24, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS RECORDED IN BOOK 2993 OF PHOTOS, PAGE 294 OF THE CAMPBELL COUNTY CLERKS RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, BEING MONUMENTED BY 1973 BRASS CAP STAMPED LS 538; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 24, N00°13'07"W, 100.04 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, BEING THE NORTH RIGHT OF WAY OF WARLOW DRIVE, AS RECORDED IN BOOK 600 PHOTOS, PAGE 433, MONUMENTED BY A PLASTIC CAP STAMPED EAGLE LS 584 AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID QUARTER LINE, N00°13'07"W, 1198.75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, BEING THE SOUTH RIGHT OF WAY OF VAQUERO DRIVE AS RECORDED IN BOOK 6 OF PLATS, PAGE 80, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 15542; THENCE ALONG SAID SOUTH RIGHT OF WAY, S87°42'39"E, 2464.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, BEING THE WEST RIGHT OF WAY OF GARNER LAKE ROAD AS RECORDED IN BOOK 2386 PHOTOS, PAGE 399, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 2395; THENCE ALONG SAID WEST RIGHT OF WAY, S00°53'29"E, 1188.56 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING THE AFOREMENTIONED NORTH RIGHT OF WAY OF WARLOW DRIVE, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 2395; THENCE ALONG SAID NORTH RIGHT OF WAY, N87°57'43"W, 2478.49 FEET TO THE POINT OF BEGINNING, AND CONTAINS AN AREA OF 67.69 ACRES, MORE OR LESS, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREFTER GENERALLY UTILIZED BY THE PUBLIC.

DRAINAGE EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PUBLIC USE, TO ACCOMMODATE THE FLOW OR STORAGE OF STORM WATERS AND SHALL BE KEPT FREE OF ALL STRUCTURES OR OTHER IMPEDIMENTS.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ____ DAY OF _____ A.D., 20____, BY:

SLH PROPERTIES, LLC STEVE HALVORSON, OWNER

STATE OF WYOMING)
)SS.
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 20____, BY SLH PROPERTIES, LLC, STEVE HALVORSON, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

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

CITY ENGINEER

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

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

MAYOR

CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

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

CHAIRMAN

SECRETARY

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

COUNTY CLERK

SUBDIVISION SUMMARY

TOTAL AREA: 67.69 ACRES
TOTAL LOTS: 8 LOTS
FLOOD PLAIN DESIGNATION ZONE X

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE POWDER HORN PARK LOCATED IN THE S1/2NE1/4 SECTION 24, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #109 ELEVATION= 4515.13

BASIS OF BEARING

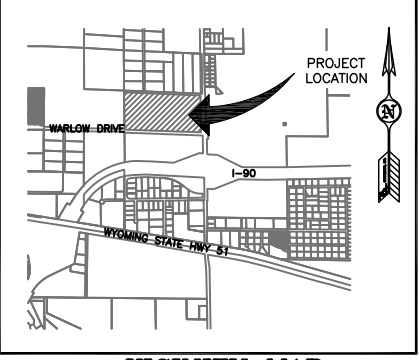
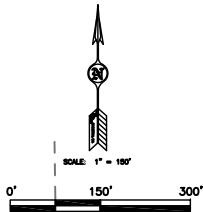
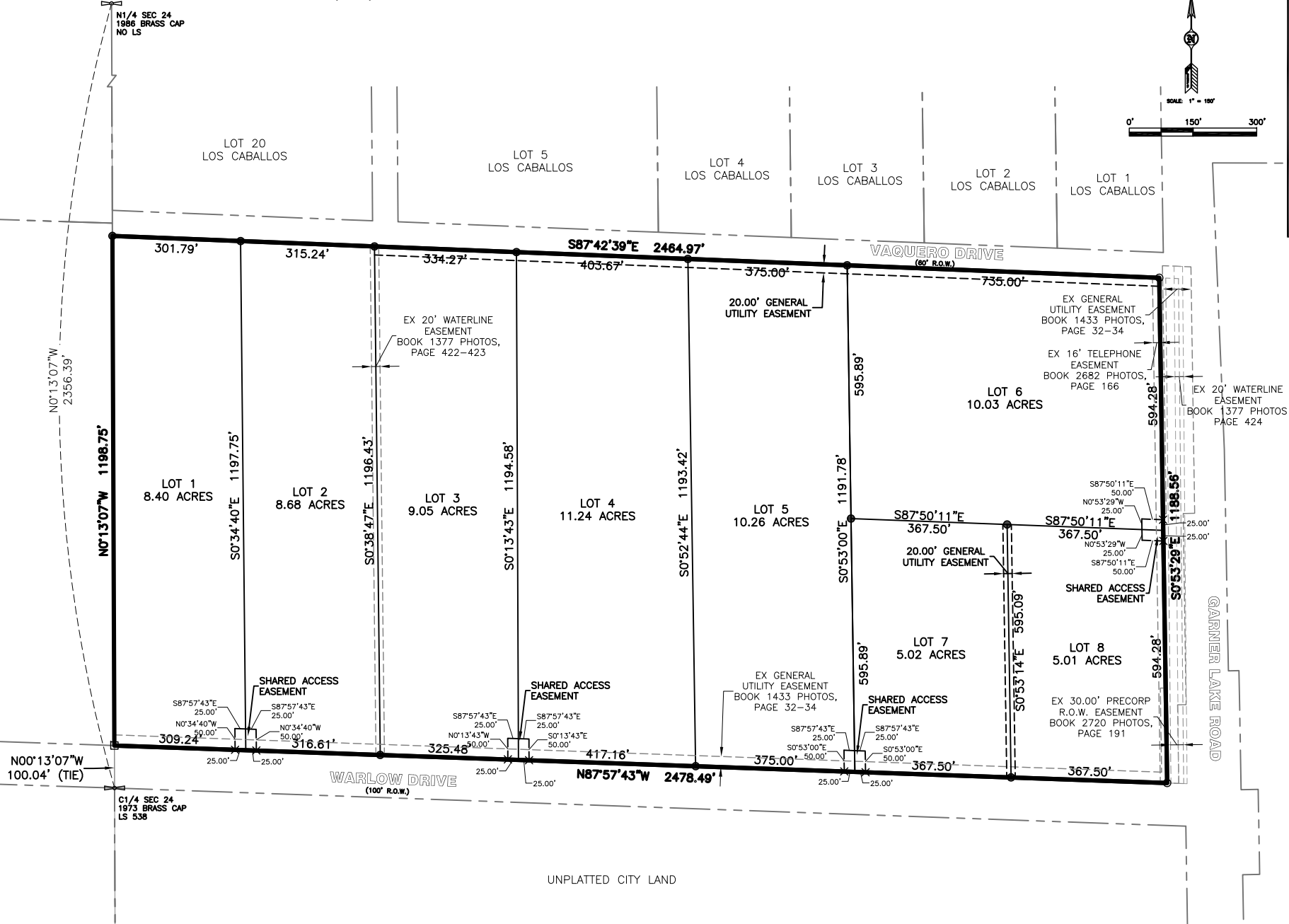
THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.
***ALL MEASURED DISTANCES ARE GRID, FOR CONVERSION TO SURFACE, MULTIPLY BY 1.00026964.
***ALL AREAS ARE CALCULATED AT SURFACE.

LEGEND

- FOUND REBAR AND CAP PELS 2395
- FOUND REBAR AND CAP EAGLE LS 584
- ⊠ FOUND QUARTER CORNER SEE CORNER FOR DETAIL
- SET 2" # ALUMINUM CAP (PLS #15542)
- × SET 2" # ALUMINUM CAP (PLS #15542) 25' W.C.
- BOUNDARY
- - - EASEMENT
- - - RIGHT OF WAY/PARCELS
- - - EXISTING EASEMENT

POWDER HORN PARK

LOCATED IN THE S1/2NE1/4 SECTION 24, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



VICINITY MAP

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE S1/2NE1/4 OF SECTION 24, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS RECORDED IN BOOK 2993 OF PHOTOS, PAGE 294 OF THE CAMPBELL COUNTY CLERKS RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, BEING MONUMENTED BY 1973 BRASS CAP STAMPED LS 538;

THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 24, N00°13'07"W, 100.04 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, BEING THE NORTH RIGHT OF WAY OF WARLOW DRIVE, AS RECORDED IN BOOK 600 PHOTOS, PAGE 433, MONUMENTED BY A PLASTIC CAP STAMPED EAGLE LS 584 AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID QUARTER LINE, N00°13'07"W, 1198.75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, BEING THE SOUTH RIGHT OF WAY OF VAQUERO DRIVE AS RECORDED IN BOOK 6 OF PLATS, PAGE 80, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 15542;

THENCE ALONG SAID SOUTH RIGHT OF WAY, S87°42'39"E, 2464.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, BEING THE WEST RIGHT OF WAY OF GARNER LAKE ROAD AS RECORDED IN BOOK 2386 PHOTOS, PAGE 399, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 2395;

THENCE ALONG SAID WEST RIGHT OF WAY, S00°53'29"E, 1188.56 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING THE AFOREMENTIONED NORTH RIGHT OF WAY OF WARLOW DRIVE, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 2395;

THENCE ALONG SAID NORTH RIGHT OF WAY, N87°57'43"W, 2478.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 67.69 ACRES MORE OR LESS.

Prepared for:
SLH PROPERTIES, LLC
P.O. BOX 423
DICKINSON, ND 58602
(701) 225-8521



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Drawn by: SS	Design by: SS	Reviewed by: TS
Revision Date	Revision Description	
01/2019	PLAT UPDATE	
04/2019	ZONING LOT UPDATE	

PCA Project Number: 173804.00
Plat Date: Apr 08, 2019 - 9:48am
G:\PROJECTS\17380400 East Warlow Drive Subdivision\0 MainP.dwg
Layout: Plat 1
X-Ref: ...

POWDER HORN PARK
LOCATED IN THE S1/2NE1/4 SECTION 24, T50N, R72W OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
FINAL PLAT KNOWN AS POWDER HORN PARK, LOCATED
IN THE S1/2NE1/4, SECTION 24, TOWNSHIP 50 NORTH,
RANGE 72 WEST OF THE 6TH P.M.; TO THE CITY OF
GILLETTE, WYOMING, SUBJECT TO ALL PLANNING
REQUIREMENTS.**

WHEREAS, the Final Plat for Powder Horn Park, located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 14, 2019, with Planning Requirements.

WHEREAS, the recording of the Final Plat for Powder Horn Park, located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming has been approved by the City of Gillette, Wyoming, with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on February 26, 2019.

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

The Final Plat for Powder Horn Park, located in the S1/2NE1/4, Section 24, Township 50 North, Range 72 West of the 6th P.M.; to the City of Gillette, Wyoming has been approved by the City of Gillette, Wyoming as prepared by PCA Engineering, Inc., signed by Sheila M. Slocum, Professional Land Surveyor, Wyoming Registration Number 15542, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 3, Section 3-36(d) of the Gillette City Code to Change the Fee for a Catering and Malt Beverage Permit to Fifty Dollars (\$50.00).

BACKGROUND:

The Wyoming Legislature passed SF138, which limits the maximum fee for 24-hour malt beverage and catering permits to \$50.00.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend Chapter 3, Section 3-36(d) of the Gillette City Code to Change the Fee for a Catering and Malt Beverage Permit to Fifty Dollars (\$50.00).

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

☐ [Ordinance to Amend Chapter 3, Section 3-36\(d\)](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3-36(d) OF THE GILLETTE CITY CODE TO CHANGE THE FEE FOR A CATERING AND MALT BEVERAGE PERMIT TO FIFTY DOLLARS (\$50.00).

WHEREAS, the Governing Body of the City of Gillette desires to amend Chapter 3, Section 3-36(d) of the Gillette City Code.

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

SECTION ONE. §3-36(d) of the Gillette City Code, is amended to read as follows:

§3-36 Catering, Malt Beverage, and Open Container Permits.

(d) Fees.

Catering/malt beverage permit fees are fifty dollars (\$50.00).

PASSED, APPROVED, AND ADOPTED this _____ day of June 2019.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

A Public Hearing to Amend the the District Zoning Map of the City of Gillette, Wyoming, for a Parcel Located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Wyoming, from M-H, Mobile Home District to C-3, Business and Service District; Subject to all Planning Requirements.

BACKGROUND:

The owner is proposing to rezone 26.13 acres of land from M-H, Mobile Home District to C-3, Business and Services District. The property is located south of the Los Caballos Subdivision zoned R-R, Rural Residential in the County. There is unplatted county land to the west, and to the east, C-1, General Commercial, with Warlow Drive and the Wyoming Department of Transportation to the south which is currently city-zoned I-2, Heavy Industrial.

This area was annexed to the City of Gillette in February of 2008 as part of the WYDOT-Warner Pacific Addition Annexation Plat.

The owner is proposing to subdivide this lot into 8 different properties for ownership purposes. The subdivision case, case number 19.012SFP was heard previously this evening. This zoning meets the minimum size requires for the C-3, Business and Services District.

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
- (2) Recognize changing conditions in the City

The proposal to rezone 26.13 acres of Land from M-H, Mobile Home District to C-3, Business and Services District, recognizes the changing conditions in the City.

This case was approved by the Planning Commission during their May 14, 2019, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development 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: 5/21/2019 7:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Parcel Located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Wyoming, from M-H, Mobile Home District to C-3, Business and Service District; Subject to all Planning Requirements. (Planning Commission Vote 5/0)

BACKGROUND:

The owner is proposing to rezone 26.13 acres of land from M-H, Mobile Home District to C-3, Business and Services District. The property is located south of the Los Caballos Subdivision zoned R-R, Rural Residential in the County. There is unplatted county land to the west, and to the east, C-1, General Commercial, with Warlow Drive and the Wyoming Department of Transportation to the south which is currently city-zoned I-2, Heavy Industrial.

This area was annexed to the City of Gillette in February 2008 as part of the WYDOT-Warner Pacific Addition Annexation Plat.

The owner is proposing to subdivide this lot into eight (8) different properties for ownership purposes. This zoning meets the minimum size requires for the C-3, Business and Services District.

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
- (2) Recognize changing conditions in the City

The proposal to rezone 26.13 acres of Land from M-H, Mobile Home District to C-3, Business and Services District, recognizes the changing conditions in the City.

This case was approved by the Planning Commission during their May 14, 2019, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Parcel Located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Wyoming, from M-H, Mobile Home to C-3, Business and Service District. Subject to All Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download	
<input type="checkbox"/>	Planning Commission Minutes 5/14/2019
<input type="checkbox"/>	Planning Requirements
<input type="checkbox"/>	Aerial and Vicinity Map
<input type="checkbox"/>	Exhibit A
<input type="checkbox"/>	Ordinance

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
May 14, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Ted Jerred, Sheryl Martin, and Trevor Matson..

Commission Members Absent: Jennifer Tuomela.

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Reardon to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of April 9, 2019. Trevor Matson seconded the motion. Motion carried 5/0.

19.013Z-ZONING MAP AMENDMENT-Powder Horn Park

The owner SLH Properties, LLC, Steve Halvorson, is proposing to rezone 26.13 acres of land from M-H, Mobile Home District to C-3, Business and Services District.

The property is located south of the Los Caballos Subdivision zoned R-R, Rural Residential in the County. There is unplatted county land to the west, and to the east, C-1, General Commercial, with Warlow Drive and the Wyoming Department of Transportation to the south which is currently city-zoned I-2, Heavy Industrial.

This area was annexed to the City of Gillette in February of 2008 as part of the WYDOT-Warner Pacific Addition Annexation Plat. The owner is proposing to subdivide this lot into 8 different properties for ownership purposes.

The subdivision case, case number 19.012SFP was heard previously this evening. This zoning meets the minimum size requires for the C-3, Business and Services District.

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
- (2) Recognize changing conditions in the City

The proposal to rezone 26.13 acres of Land from M-H, Mobile Home District to C-3, Business and Services District, recognizes the changing conditions in the City.

Clark Sanders said the general inquiry for the previous case (19.012SFPM) was also made for this case as well.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Vice-Chair Reardon asked for an explanation on the difference between a property being zoned light industrial and C-3. Clark Sanders said while some of the uses in both are the same, in a property zoned C-3 everything is required to be in an enclosed building, while light industrial does allow outdoor storage.

Chairman Nielsen asked if only the western three lots were being rezoned, and Clark Sanders said that was correct, the three lots currently zoned M-H would be rezoned to C-3, and the others, currently zoned C-1, would not be changed.

Tom Osborne, representative for the owner, Steve Halvorson, was present and said they had previously sought to zone the property as light industrial. Mr. Osborne said the plan for the owner was to build three large shops. Mr. Osborne said they would be spending a lot of money on the property and making many improvements. Mr. Osborne had a photo of their offices in North Dakota, which he said would be like what was planned to be built on this property, and said they are kept pristine and clean, and their company is environmentally friendly.

Ted Jerred asked what they anticipated their hours of operation to be. Mr. Osborne said while they do operate 24-hours a day, their work is done inside the buildings, including loading and unloading of trucks. Mr. Osborne said there were plans to build two of the shops in the short term, and later possibly the third would be built. Ted Jerred asked if there would be extensive exterior lighting around the property, and Mr. Osborne said the lighting would only be for the parking lot.

Sheila Slocum, PCA Engineering and agent for the case, was present and said property located at Kluver Road and Garner Lake Road, which was close to Los Cabellos Subdivision, had been accepted previously with zoning of C-3. Ms. Slocum said the goal of the community should be to get rid of the M-H zoning as there is no need for it.

Ken Ferguson, resident of the Los Caballos Subdivision to the north of the property, was present and said he understood the proposal to change the zoning to C-3. Mr. Ferguson said there was property that was previously accepted as being zoned C-3 as mentioned by Ms. Slocum. Mr. Ferguson said the residents of Los Caballos are active in wanting the neighborhood to be kept secure, and was concerned of what other types of business might be built on the other empty lots, and requested a privacy fence be put in the full length of Vaquero Drive.

Clint Slagle, resident of the Los Caballos Subdivision to the north of the property, was present and said he had concerns on where the buildings were planned on being built. Mr. Slagle said he was also concerned with what was planned on being put north of the buildings.

Mr. Osborne said on the north there were plans of planting trees and

grass, with the barrier that would be required of the Planning Division. Mr. Slagle said he was mostly concerned about what was being built next to him and how much noise there would be.

Chairman Nielsen said the 30-foot barrier is what would be next to his property, and Clark Sanders said the site plan would include trees, berms or fencing that could be used as an option for the barrier. Mr. Slagle asked how tall the buildings were planned to be, and Mr. Osborne and his associate said approximately 24 feet high.

Mr. Osborne said Wyoming Casing will be building two of the buildings on the first two lots, and will build as close to Warlow Drive as possible with access off of Warlow Drive. Mr. Osborne said Wyoming Casing has one owner, and is not a multi-national corporation where items need to be approved by a board to get anything done.

Ted Jerred thought the pictures shown gave a good perspective that it will not just be like other pipe yards with them being contained in the buildings.

Mr. Ferguson asked if all the lots were going to be rezoned to C-3, and Clark Sanders said only the three lots currently zoned M-H would be and rest of the lots would remain zoned C-1.

Vice-Chair Reardon asked if the uses of property zoned C-3 were available online, and Clark Sanders said it was available on the city's website on the Planning Division's webpages.

Tanna Slagle, resident of the Los Caballos Subdivision to the north of the property, was present and asked if the buildings discussed were definitely going to be built, or only a possibility. Chairman Nielsen said to him it sounded pretty definite if the rezoning was approved. Ms. Slagle said what had been discussed this evening to be built sounded good, and when her house was designed it was with southern exposure and faces that lot, and was concerned with whatever is built that there not be a lot of dust, dirt, lots of trucks and noise associated with it.

Chairman Nielsen said everyone was also welcome to attend the City Council meeting to express concerns to them also when this case is heard May 21, 2019. Chairman Nielsen emphasized this was only for the zoning portion of the property, any buildings would need to go through further review with the city.

Mr. Osborne said the owners do plan on breaking ground as soon as possible if the rezoning were to be approved.

There being no further comments, Ted Jerred made a motion to approve the case. Vice-Chair Reardon seconded the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be two cases for the May 28, 2019, meeting and there were no cases for the June 11 meeting so it will be canceled.

Chairman Nielsen said Brenda Green had resigned from the commission, and anyone who was interested could apply. Chairman Nielsen thanked Brenda Green for all her service on the commission.

ADJOURNMENT

The meeting adjourned at 7:36 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.

DRAFT

Planning Requirements

19.013Z

Zoning Map Amendment - Powder Horn Park

The Planning Requirements are as follows:

1. None



Project 19.013Z ZONING MAP AMENDMENT POWDER HORN PARK

Garner Lake Rd

Warlow Dr

PROJECT LOCATION



CITY OF GILLETTE

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

3/19/2019 4:57 PM

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM
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Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication Enthusiasm



CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

ZONING EXHIBIT "A"

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



GARNER LAKE ROAD

SCALE: 1"=30'

VAQUERO DRIVE
(60' R.O.W.)

LOT 6
10.03 ACRES

LOT 8
5.01 ACRES

LOT 7
5.02 ACRES

LOT 5
10.26 ACRES

LOT 4
11.24 ACRES

LOT 3
9.05 ACRES

LOT 2
8.68 ACRES

LOT 1
8.40 ACRES

WARLOW DRIVE
(100' R.O.W.)

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP
OF THE CITY OF GILLETTE, WYOMING, FOR A PARCEL
LOCATED IN THE S1/2NE1/4 OF SECTION 24, T50N, R72W
OF THE 6TH P.M., CITY OF GILLETTE, WYOMING,
FROM M-H, MOBILE HOME DISTRICT TO
C-3, BUSINESS AND SERVICE DISTRICT.
SUBJECT TO ALL PLANNING REQUIREMENTS

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

Section 1. Legal Description

A parcel located in the SW1/4NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, Campbell County, Wyoming, as described in Ordinance No. 3532 (M-H, Manufactured Home), being more particularly described as follows:

Commencing at the center quarter corner of said Section 24, being monumented by 1973 brass cap stamped LS 538;

Thence along the north-south quarter line of said Section 24, N00°13'07"W, 100.04 feet to the southwest corner of said zoning, being the north right of way of Warlow Drive, as recorded in Book 600 Photos, Page 433, monumented by a plastic cap stamped EAGLE LS 584 and being the point of beginning;

Thence continuing along said quarter line, N00°13'07"W, 1198.75 feet to the northwest corner of said zoning, being the south right of way of Vaquero Drive as recorded in Book 6 of Plats, Page 80;

Thence along said south right of way, S87°42'39"E, 951.30 feet to the northeast corner of said zoning;

Thence S00°13'43"E, 1194.58 feet to the southeast corner of said zoning, being a point on the aforementioned north right of way of Warlow Drive;

Thence along said north right of way, N87°57'43"W, 951.33 feet to the point of beginning.

Said zoning contains 26.13 acres more or less.

Section 2. Zoning Amendment

The Zoning of property legally described as a parcel located in the S1/2NE1/4 of Section 24, T50N, R72W of the 6th P.M., City of Gillette, is hereby amended from M-H, Mobile Home to C-3, Business and Service District per the attached Exhibit "A" Map.

PASSED, APPROVED AND ADOPTED this ____day of _____, 2019.

(S E A L)

Louise Carter-King, Mayor

ATTEST:

Cindy Staskiewicz, City Clerk

Publication Date:



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

www.gillettewy.gov

DATE: 5/21/2019 7:00:00 PM

SUBJECT:

A Public Hearing Related to the Submission of an Application to the Wyoming Business Council for a Community Development Block Grant Under the Community Facilities Grant Program on Behalf of the Youth Emergency Services, Inc., by the Governing Body of the City of Gillette, Wyoming, for the Purpose of a Youth Emergency Services, Inc., Remodel Project for Vulnerable Youth.

BACKGROUND:

In an effort to secure additional funding sources, staff supports the City of Gillette, on behalf of the Youth Emergency Services, Inc., to submit a grant application to the Wyoming Business Council for the Community Development Block Grant - Community Facilities Program for the Purpose of the Youth Emergency Services, Inc. Remodel Project for Vulnerable Youth. A full copy of the City of Gillette's grant application will be available for review in the City's Finance Department after June 1st.

ACTUAL COST VS. BUDGET:

The grant request will be in the amount not to exceed \$500,000. The Youth Emergency Services, Inc. will provide an in-kind match of no less than 50% of the labor costs for demolition.

SUGGESTED MOTION:

No Action for Public Hearings.

STAFF REFERENCE:

Michelle Henderson, 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: 5/21/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Authorizing the Submission of an Application to the Wyoming Business Council for a Community Development Block Grant for a Community Facilities Project on Behalf of the Youth Emergency Services, Inc., for the Governing Body of the City of Gillette, Wyoming, for the Purpose of a Youth Emergency Services, Inc., Remodel Project for Vulnerable Youth.

BACKGROUND:

In an effort to secure additional funding sources, staff supports the City of Gillette, on behalf of the Youth Emergency Services, Inc., to submit a grant application to the Wyoming Business Council for the Community Development Block Grant for a Community Facilities Project for the Purpose of the Youth Emergency Services, Inc. Remodel Project for Vulnerable Youth. A full copy of the City of Gillette's grant application will be available for review in the City's Finance Department after June 1st. Enclosed separately is a copy of the Resolution of Support for Council approval. The signed Resolution will accompany the grant application. Staff supports the Resolution.

ACTUAL COST VS. BUDGET:

The grant request will be in the amount not to exceed \$500,000. The Youth Emergency Services, Inc. will provide an in-kind match of no less than 50% of the labor costs for demolition.

SUGGESTED MOTION:

I move to approve a Resolution on Behalf of the Governing Body of the City of Gillette, Wyoming to submit an Application to the Wyoming Business Council under the Community Development Block Grant for a Community Facilities Project, on behalf of the Youth Emergency Services, Inc., for the purpose of the Youth Emergency Services, Inc. Remodel Project for Vulnerable Youth.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Resolution](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF GILLETTE, WYOMING TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE WYOMING BUSINESS COUNCIL ON BEHALF OF THE YOUTH EMERGENCY SERVICES, INC.

FOR THE PURPOSE OF: Youth Emergency Services, Inc. Remodel Project for Vulnerable Youth (“Project”); and

WHEREAS, the Governing Body of the City of Gillette, Wyoming (“City”) agrees to participate in the Community Facilities Grant Program under the Community Development Block Grant (“CDBG”) on behalf of the Youth Emergency Services, Inc. to assist in financing the Project; and

WHEREAS, the City recognizes the need to remodel three residential kitchens and upgrade the flooring in two of the Y.E.S. House’s facilities, Residential Treatment/Group Home and Crisis Shelter for the public benefit of working with vulnerable families to assist the vulnerable youth ages 10 to 17 in resolving their crisis and help them to be an asset to our community within the City of Gillette; and

WHEREAS, the Youth Emergency Services, Inc. application meets a Community Development Program National Objective by:

“benefit low - and moderate-income persons – limited clientele”

Specifically, the national objective is met by:

- Upgrade three residential kitchens with commercial grade appliances and furnishing.
- Replace deteriorated flooring to provide a “home” feel environment to vulnerable youth.

WHEREAS, the Youth Emergency Services, Inc. will provide an in-kind match to the CDBG Project of at least 50% of the labor costs from demolition; and

WHEREAS, if Project costs overrun, the Youth Emergency Services, Inc. will provide adequate funding to complete the Project; if Youth Emergency Services, Inc. cannot provide adequate funding, the Y.E.S. House Foundation will cover any cost overruns.

NOW THEREFORE, BE IT RESOLVED by the City that it shall file an application with the Wyoming Business Council for a CDBG on behalf of the Youth Emergency Services, Inc. not to exceed \$500,000. The grant must be used to remodel three kitchens and flooring in the Y.E.S. House’s Residential Treatment/Group Home and Crisis Shelter.

PASSED, APPROVED AND ADOPTED this 21st day of May 2019.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cynthia Staskiewicz, City Clerk

CERTIFICATION FOR GRANT APPLICATION

I, Cynthia Staskiewicz, City Clerk of the City of Gillette, Wyoming hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Gillette, Wyoming at a public meeting held on May 21, 2019, and that the meeting was held according to law; and that said Resolution will be duly entered in the record of the Governing Body of the City of Gillette, Wyoming.

Cynthia Staskiewicz, City Clerk