



**CITY COUNCIL AGENDA**  
**COUNCIL CHAMBERS, 201 E. 5TH STREET**  
**CITY OF GILLETTE**  
**Tuesday, May 19, 2020**  
**7:00 PM**

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**A. Call to Order.**

**B. Invocation and Pledge of Allegiance.**

1. **Invocations are Cancelled Until Further Notice.**
2. **Pledge of Allegiance**

**C. Approval of General Agenda.**

**D. Approval of Consent Agenda.**

**1. Minutes**

- a. **Executive Session - April 21, 2020**
- b. **Regular Meeting - May 5, 2020**
- c. **Work Session (Budget Workshop #2) - May 12, 2020**
- d. **Work Session (Budget Workshop #3) - May 13, 2020**

**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**

**a. Council Consideration of a Resolution for Amendment of the Cam-Plex Special Events Account.**

Staff Reference: Anthony Reyes, City Attorney

**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

- a. **A Proclamation Designating May 19, 2020 as Leta Tanner Day in the City of Gillette.**

Staff Reference:

G. Unfinished Business.

1. Ordinance 2nd Reading.

2. Ordinance 3rd Reading.

- a. **An Ordinance of the City of Gillette Amending Chapter Fourteen to Include a New Section Titled "Games of Skill" and Providing for an Effective Date.**

Staff Reference: Anthony Reyes, City Attorney

3. Other.

H. New Business.

1. Minute Action

- a. **Council Consideration to Extend the Serving Area for Bar & Liquor, LLC, d.b.a. Grinners and the Axe House, Located at 5201 S Douglas Hwy, to Include a 60' X 35' Fenced Area North of the Building, Adjacent to the Main Bar Entrance and Contiguous to the Axe House.**

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

- b. **Council Consideration of a Bid Award for the Dalbey Park to Gillette College Pathway – Phase 2 Project to Wyoming Earthwork Corporation of Rozet, WY, in the Amount of \$394,223.47 (WYDOT TAP Grant and 1% Project).**

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

- c. **Council Consideration for the Acceptance of Public Improvements for the Animal Control Renovation Project by Norton Construction, in the Amount of \$876,958.38 (1% Project).**

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

- d. **Council Consideration of a Professional Services Agreement for Construction Management Associated with the Energy Capital Sports Complex ADA All-Inclusive Playground and Splash Park, with KLJ Engineering, LLC, in the Amount of \$270,490.00 (1% Project).**

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

- e. **Council Consideration of a Bid Award for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition Project to Powder River Construction, Inc., in the Amount of \$448,800.00.**

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

- f. **Council Consideration of a Professional Services Agreement for Construction Management Services for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition Project with Structural Dynamics, LLC, in the Amount of \$44,580.00.**

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

- g. **Council Consideration of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project, Schedule A, to Carr Coatings, LLC, in the Amount of \$33,500.00.**

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

- h. **Council Consideration of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project, Schedules B and C, to Wyoming Earthmoving Corporation in the Amount of \$79,386.25.**

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

- i. **Council Consideration of a Professional Services Agreement for Construction Management Services for the Environmental Protection Agency Sanitary Survey Tank Repairs Project with Morrison Maierle, Inc., in the Amount of \$23,661.60.**

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

- j. **Council Consideration for the Acceptance of Public Improvements for the Stone Gate Estates Improvement and Service District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$659,030.08.**

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

- k. **Council Consideration for the Acceptance of Public Improvements for the Eight Mile Improvement and Service District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$1,152,590.75.**

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

- l. **Council Consideration for the Acceptance of Public Improvements for the Wastewater Treatment Plant Ultra Violet Disinfection Building Addition Project, Installed by Van Ewing Construction, Inc., in the Amount of \$489,221.52.**

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

## 2. Ordinance 1st Reading.

- a. **An Ordinance to Amend Chapter 16, Section 12 of the Gillette City Code to Increase the Court Automation Fee to Forty Dollars.**

Staff Reference: Anthony Reyes, City Attorney

- b. **An Ordinance Amending Section 5-I-6. A. of the Gillette City Code to Adopt the 2020 Edition of the National Electrical Code for the City of Gillette.**

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

## 3. Appointments

### I. Public Hearings and Considerations

### J. Executive Session

### K. Adjournment

City Council Meeting Comment Form

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





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

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

**DATE:** 5/19/2020 7:00:00 PM

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**SUBJECT:**

Invocations are Cancelled Until Further Notice.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available





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**SUBJECT:**

Pledge of Allegiance

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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No Attachments Available



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**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Executive Session - April 21, 2020

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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No Attachments Available



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**DATE:** 5/19/2020 7:00:00 PM

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**SUBJECT:**

Regular Meeting - May 5, 2020

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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☐ [Regular Meeting - May 5, 2020](#)

A teleconference meeting of the City Council was held on Tuesday the 5th day of May 2020.

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

### **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 21, 2020; Regular Meeting – April 21, 2020; Work Session – April 28, 2020; Executive Session – April 28, 2020

### **Ordinance 3rd Reading - Consent**

#### **ORDINANCE NO. 3977**

#### **AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, LOT E9, BLOCK 9, KEELINE ADDITION SUBDIVISION, CITY OF GILLETTE, WYOMING, FROM R-2, SINGLE AND TWO-FAMILY RESIDENTIAL DISTRICT TO C-1, GENERAL COMMERCIAL DISTRICT. SUBJECT TO ALL PLANNING REQUIREMENTS**

#### **Bills and Claims**

Absolute Auto, LLC, 34.10; Advance Auto Parts, 2,030.51; Agosto Holdings, LLC, 240.00; Ahern Rentals Inc, 2,399.00; ALSCO, 602.17; American Blast Systems Inc, 42,891.17; Anixter Power Solutions, 63,725.45; Architectural Specialties LLC, 3,860.78; Arete Design Group, 6,111.90; Arrow Printing And Graphics Inc, 87.50; AT&T Mobility National Accounts, 2,260.74; Bahnson, Brook & Lori, 34.02; Barker, Chad, 151.10; Barrett, Tausha, 112.64; Betz, William, 17.15; BFT LP, 214.99; Big D Oil, 250.00; Big D Sanitation, 1,010.00; Big Horn Tire Inc, 8,574.92; BJ Nelson Inc/Nelson Auto Glass, 482.04; Black Hills Energy, 17,833.42; Black Hills Power & Light, 189,224.46; Black Hills Power & Light, 255,476.46; Black Hills Wyoming LLC, 72,726.65; Blue Cross Blue Shield Of Wyoming, 257,626.64; Blue Cross Blue Shield Of Wyoming, 151,329.36; Bomgaars Supply, 379.50; Boothill Night Club, 1,200.00; Border States Electric, 3,912.91; Boyd, Peggy, 41.49; Burns And McDonnell Corporation, 5,351.00; Campbell County Landfill, 77,923.50; Campbell County Public Land Board Complex, 297,905.26; CDW Government Inc, 5,438.22; CenturyLink, 285.85; Charles W Anderson, 500.00; Charter Media, 899.00; Chris Supply Company Inc, 542.88; City Of Gillette, 930.00; Collection Professionals Gillette, 182.94; Collins Communications Inc, 1,833.33; Crum Electric Supply Company, 423.20; Dana Kepner Company Inc, 5,137.21; Dell Computer Corp, 100.00; Delta Dental Of Wyoming, 18,767.10; Department Of Energy, 46,866.16; Desert Mountain Corporation, 15,830.56; DLT Solutions LLC, 8,771.40; DOWL LLC, 5,183.75; DPC Industries Inc, 10,985.32; DRM Inc, 23,582.77; Elite Industrial LLC, 56.55; Energy Capital Economic Development, 32,500.00; Energy Laboratories Inc, 242.25; Evans, Jacob, 29.99; Fastenal Company, 42.10; FedEx, 585.28; Flagshooter LLC, 200.00; Frandson Safety Inc, 132.00; Fremont Motor Lander Inc, 58,246.00; Gallagher Benefit Services, Inc, 141.25; Gallagher Benefit Services, Inc, 6,083.33; Garry Ginn, 100.00; Gillette Contractors Supply Inc, 7,442.43; Gillette Printing Company Inc, 193.35; Gillette Real Estate Systems, 1,100.00; Gillette Steel Center, 666.50; Govconnection, 3,941.24; Government Scientific Source, Inc, 1,692.00; Gray Matter Systems, LLC, 1,249.22; Grossenburg Implement Incorporated, 1,612.49; GW Construction, LLC, 5,495.00; Hach Company, 450.00; Hamilton, John, 18.87; Hamilton, Tyrell, 30.65; HDR Inc - US Engineering Accounts Receivable, 29,094.25; Holt, Micah, 79.88; Homax Oil, 3,542.00; Hot Iron, 230,055.18; Inland Truck Parts, 1,588.54; International Institute Of Municipal Clerks, 425.00; IT Outlet Inc, 1,196.00; JB Storage Containers, 300.00; Jack's Truck Center Inc, 194.88; Jason Hall, 100.00; Johnson, Bob, 66.73; Karen Johnson, 66.96; Kaseya US LLC, 1,489.86; Machine Products Inc, 1,054.50; Mad Transportation And Towing LLC, 80.00; Mayra J Naranjo Guizar, 100.00; MCM General Contractors, 23,227.04; Mid West Pest Management, 1,495.00; MII Life Insurance, Incorporated, 4,275.34; MII Life Insurance, Incorporated, 2,640.35; MII Life Insurance, Incorporated, 260.00; Morrison Maierle Inc, 4,957.41; Mountain Peaks Diagnostics, LLC, 218.40; Municipal Energy Agency Of Nebraska, 9,095.23; Nathan G Steiner, 1,902.90; Nathan Lauer, 100.00; Newman Signs Inc, 1,438.50; Norco Inc, 1,224.45; Optum Health Financial Services, 145.75; PCA Engineering Inc, 16,716.85; Pinkerton C&I, 1,022.30; Pollardwater.Com East, 220.85; Postal Pros Southwest Inc, 7,004.42; Powder River Energy Corporation, 2,163.74; Powder River Heating & Conditioning Corporation, 1,406.78; Pro Windmill Inc, 575.00; Productive Corporation, 141.60; ProElectric Inc, 4,196.15; Purvis Industries, LLC, 91.14; Razor City Locksmith LLC, 1,123.25; Record Supply Inc

NAPA, 1,951.42; Reinert, Tara, 121.68; RMS Instrument & Electrical, LLC, 2,619.00; Ryley Constable, 50.00; Salt Lake Wholesale Sports, 11,922.22; Security State Bank, 18,995.13; Sioux Falls Children's Home Society, 150.00; Source Office Products, 1,289.82; Stanfill, Bryan, 154.09; Stotz Equipment, 1,320.77; Structural Dynamics LLC, 13,157.50; Tanner Clemens, 100.00; Tantalus Systems Inc, 5,000.00; Target Sign Company Inc, 1,000.00; Terry Sjolin, 92.00; Thomas, Haley & Travis, 17.14; Thunder Basin Ford LLC, 771.22; Titel, Jason, 32.78; Tucker Electric Inc, 1,161.35; Verizon Wireless, 6,143.77; Vision Service Plan (WY), 4,023.66; WCDA, 50.92; Wesco Receivables Corp, 6,395.96; White, Christopher, 178.16; White's Frontier Motors, 101.27; Wyoming Association Of Rural Water Systems, 209.00; Wyoming Department Of Health, 936.00; Wyoming Dept Of Transportation, 5.00; Xylem Water Solutions USA Inc, 12,047.57

#### Other – Consent

#### **RESOLUTION NO. 2725**

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

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

#### Comments

Council Comments – Councilman Carsrud provided brief information about the organization, “307 First”, which promotes local Wyoming businesses. Councilman Montgomery commented about receiving a call about pot holes on Gallery View Drive. Mayor Carter-King commented on current street sweeping efforts and the opening of the yard waste facility.

Written Comments – City Clerk Staskiewicz read written comments from Patrick Ritthaler of 9253 N U.S. Highway 14-16, and Bryan Sweeney of 2908 Harder Drive, advising Council to prudently spend public funds during current economic times. The Clerk also read a comment from Sara Marchbank regarding allowing the raising of chickens within City limits.

#### Unfinished Business

#### Ordinance 3rd Reading

#### **ORDINANCE 20-03**

#### **AN ORDINANCE OF THE CITY OF GILLETTE AMENDING CHAPTER FOURTEEN TO INCLUDE A NEW SECTION TITLED “GAMES OF SKILL” AND PROVIDING FOR AN EFFECTIVE DATE**

**ITEM POSTPONED UNTIL MAY 19, 2020.** The Council unanimously agreed, at the April 7, 2020 meeting, to postpone the 3rd reading of the ordinance until the May 19th meeting.

#### **ORDINANCE NO. 3978**

#### **AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3-1 OF THE GILLETTE CITY CODE TO EXPAND THE DEFINITION OF “INTOXICATION.”**

Councilman Carsrud made a motion to approve the foregoing Ordinance on 3rd and final reading; seconded by Councilman Lundvall. Administrator Davidson explained the consideration. All voted aye. The motion carried.

#### New Business

#### Minute Action

#### **RESOLUTION NO. 2726**

#### **A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT KNOWN AS RESUBDIVISION TRACT A, EISCHEID SUBDIVISION TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

Councilman McLeland made a motion to approve the foregoing Resolution approving and authorizing the final plat known as Resubdivision Tract A, Eischeid Subdivision to the City of Gillette, Wyoming, subject to all Planning Requirements; seconded by Councilman Montgomery. Administrator Davidson explained the consideration. All voted aye. The motion carried.

#### Adjournment

Mayor Carter-King thanked the community for staying home, staying safe, and keeping the local COVID-19 case numbers low. There being no further business to come before the Council, the meeting adjourned at 7:18 p.m. The next regularly scheduled meeting will be held on June 2, 2020.

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)

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Louise Carter-King, Mayor

ATTEST:

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Cindy Staskiewicz, City Clerk  
Publication Date: May 12, 2020



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**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Work Session (Budget Workshop #2) - May 12, 2020

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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☐ [Work Session - May 12, 2020](#)

A Work Session Meeting of the City Council was held via teleconference on Tuesday the 12th day of May 2020.

Present online were Councilmen Brown, Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson, City Attorney Reyes; Directors Aguirre, Henderson, Hloucal, Muzzarelli, and Wilde; Managers D. Wasson, Porter, Williamson, K. Jones, Palazzari, and Toscana; Senior Administrative Assistant Morales; and City Clerk Staskiewicz.

## **Budget Workshop #2**

City Administrator Davidson opened the meeting with a presentation and budget message.

### **INTRODUCTION**

*Pursuant to the direction of the Gillette City Council, and in conformity with Wyoming law, attached is the proposed City of Gillette Budget for Fiscal Year 2021 (FY2021). The attached budget represents a balanced approach for the funding of the City's General Fund for the upcoming fiscal year. The following is Staff's recommendation and collective suggestions as to how funds should be allocated and ultimately spent in the upcoming year. As always, the attached budget is a suggestion for spending by the Council, but is subject to further direction as Council may deem fit. It is our hope that during the upcoming budget discussions, additional direction may be gained so that the final work product is to Council's satisfaction. As the starting point for these discussions, the City's total proposed budget for FY2021 is \$146,422,366.*

### **SUMMARY OVERVIEW**

*The City of Gillette starts its budget process in approximately January of each year. During the initial process, general discussions are had regarding the outlook for the local, state and national economy. Trends are identified both in our local economy, such as employment rate, natural resource prices, and sales tax revenue. The trends that staff identify are then spot checked against other community revenue sources such as lodging tax receipts, anticipated sales tax revenue calculated by the State, and other governmental entities. In addition, we monitor the information provided to the legislature as to the overall position of Wyoming's economy.*

*For the last several budget cycles, staff has calculated anticipated sales tax revenue, using the lowest six (6) months of sales tax receipts for the prior year, averaging those results, and then annualizing the same to create the overall anticipated sales tax revenue. When this revenue number was calculated in February 2020 the anticipated sales tax revenue for the FY2021 budget was approximately \$23MM (General Fund) or about a 6% increase from the current year budget. These calculations appeared appropriate based on the overall national and state economies. As we had cautioned in the past, there were underlying concerns regarding coal prices and employment, but oil appeared strong as did retail sales. These factors, combined with trends identified in the national economy, left us optimistic that sales tax revenue would be relatively stable for the upcoming year.*

*All of this changed in the month of March for every sector of our economy on local, state and national levels. The impact that COVID-19 has had on the economy is profound to the point of being difficult to comprehend. To demonstrate the overall impact, a few basic indicators may help demonstrate what you are already aware of:*

*The Dow Jones Industrial Average has repeatedly cycled up and down over the last two (2) months. The close on February 20, 2020 was 29,219.98. The close on March 20, 2020 was 19,173.98. (It is important to recognize that the problem is compounded by losses. For purposes of an example, the initial loss of 3% in the market translated into nearly \$1 trillion dollars in unrealized value being literally erased.) On April 20, 2020 Dow Jones Industrial Average was 23,650.44, showing a decline of nearly 20% since February 20, 2020.i*

*Oil prices have plummeted over the last month, regardless of the location or the type of commodity being sold. For example, On February 20, 2020 Brent Crude was \$58.80/barrel, WTI Crude was \$53.88/barrel, and WY General Sweet was \$45.25/barrel. By comparison on March 20, 2020 Brent Crude fell 48% to \$30.30/barrel, WTI Crude has fallen 57% to \$22.63/barrel and Wyoming General Sweet fell 60% to \$17.75/barrel (March 19, 2020 reporting price). Natural Gas in general had fallen 13% from an already low \$1.931/MCF to \$1.675/MCF during that exact same timeframe. As of April 20, 2020, Brent Crude*



was \$25.57/barrelii, WTI Crude was negative \$37.63/barreliii, and Wyoming General Sweet was negative \$45.75/barreliiv.

*From January 1, 2020 through March 1, 2020, Wyoming's unemployment had been oscillating between 3% and 3.6%.v However, we know that COVID-19 will have a profound impact on employment, and more importantly on unemployment claims. Based on the data available through March 14, 2020, unemployment in Wyoming was estimated to be 3.7%.vi This number, however, cannot and does not reflect the impact the loss of jobs in March and April 2020 will have in the future to Gillette or the State. Nationally, in the past five (5) weeks a total of 26.5MM workers have filed jobless claims, which combined since March presents a total of 33MM unemployed in the United States or a real unemployment rate of 20.6% - the highest level since 1934.vii*

*The overall impact to the tourism industry, another pillar of the Wyoming economy, is yet to be determined. As of right now, however, Delta Airlines, United Airlines and American Airlines are storing 40% to 60% of their fleet.viii Closer to home, Yellowstone Park is tentatively planned to open on June 15, 2020, but the Park's Old Faithful Inn, Roosevelt Lodge and Grant Village will remain closed in 2020.ix This is an indicator as to the damage that will be inflicted upon the tourism industry, whether it be airlines, the rental car industry, hotels, and other tourism sponsored industries.*

*To prepare the best budget for the City of Gillette, during these times of uncertainty, Finance and Administration chose to rely on the budget of FY2017 as the starting point for the analysis. As Council may recall this budget was extremely conservative in its approach, and represented a bottom line for operations without substantial impacts upon the citizens of Gillette. From a management perspective it also provided a true idea as to how the organization could operate under limited resources. Changes in both revenues and expenditures are noted throughout this Memorandum. These changes in operations hopefully provide stability that further downward adjustments may not need to be made during the budget year. However, there remains flexibility within the proposed budget to make additional reductions should the need arise.x*

*Before proceeding into the budget analysis, I would offer the following advice to the current Council and to future Councils: there should no longer be considered a "normal" with regard to our City's finances. The budget processes over the past five (5) years have each presented a challenge at every level. Until the State Legislature provides municipalities with a means of stabilizing vast shifts in monthly revenue, there is no bedrock in which to craft a standardized budget. Every budget moving forward should be crafted upon the minimum it takes to operate the City of Gillette, with any surplus Sales Tax Revenue specifically identified for future projects based on need and the community's goals for the future.*

## **REVENUE**

### **GENERAL FUND**

*The projected revenues of the General Fund form the basis of the entire budget presented herein. The projected General Fund revenues for FY2021 are \$32,191,565 including an application of unassigned cash. This is a total reduction of \$14,741,126 from the FY2020 revised budget. This estimate reflects an unknown future picture regarding revenue in the current economy. Historically, the General Fund revenue calculations are based on the average of the six (6) lowest receipt months in FY2020. For purposes of this Memorandum, the lowest receipt for the past four (4) years has been considered the benchmark, and annualized over the entire year to create the FY2021 budget.*

### **UTILITIES**

*Beginning in FY2013, the Gillette City Council mandated that staff provide a utility rate forecast (proforma) annually to the Council. The proforma estimates the performance of each of the enterprise funds over a five (5) year period, while taking into consideration the need for any rate adjustments in each fund on an annual basis. This year's proforma review occurred on January 28, 2020, wherein Council provided direction to review the need for a rate adjustment for both the wastewater fund as well as the distribution side of the water fund. This is the third consecutive year that an adjustment has been required in the wastewater fund to keep up with repairs and maintenance to an aging plant. It should be noted that the Council has previously allowed for the use of Optional 1% Tax revenue to be used as a means of supplementing the capital expenditures for the enterprise funds to keep utility rates as low as possible. This budget, and the discussion of the individual enterprise funds below, assumes this practice will continue through FY2021.*

1. *Water Fund.* Through the development of the Madison Regional Water Project, the City calculates rates, and operates this fund in a manner somewhat different than other municipal water systems. The rates charged by the City are made up of two factors: transmission and distribution. Transmission rates are those costs associated with the movement of water from the well field in Crook County to Gillette. The distribution rates are those rates associated with the infrastructure and delivery of water within the City.

The water fund is generally financially solid. However, there is a need to adjust distribution rates to reflect the demands upon that system. Nominal rate increases have been approved effective May 1, 2020. This increase is based on data provided by the Nebraska Municipal Power Pool (NMPP), an organization of which the City is a member, which was retained to provide an evaluation of pricing operations. The proposed rate changes are based on that information and a review of operations.

2. *Solid Waste Fund.* In 2017 several changes were made to the basic operations of the solid waste fund. These changes included: (1) the removal of 3-yard dumpsters for residential customers resulting in a reduction of tipping fees associated with those dumpsters; (2) assisting the privatization of the recycling program through an independent contractor; and (3) replacement of aged and maintenance heavy garbage trucks with new, high-efficiency models. The effects of these changes were substantial enough, that the fund required no increase or variation in its financial operations, even with absorbing the additional customers through annexation, and relocation of the County's solid waste facility to twelve (12) miles north of the City.

The fund is projected to operate above optimal operating conditions for FY2021. If the County's tipping fees remain unchanged at \$75/ton, fuel prices remain relatively stable, and other programs are not implemented within this fund, there should be no need for fee increases for several years to come.

3. *Wastewater Fund.* The City's wastewater facility is one of the more aged facilities and operations of the City. As previously presented, City staff has identified approximately \$46.5MM for repairs and upgrades that have been included in the City's five-year Capital Improvement Program (CIP). During last year's budget preparation, the City was awaiting the results of a structural and operational needs assessment for the wastewater facilities. On May 14, 2019 HDR, Inc. presented the assessment to Council, which set forth the immediate and future facility needs for the wastewater plant. Of immediate concern was the headworks project and associated operations in the amount of approximately \$20MM. Staff has been instructed to seek a loan from the State of Wyoming to assist in this upgrade.

In 2018 staff was authorized to work with the Nebraska Municipal Public Power Pool (NMPP) to evaluate the health of the wastewater fund, determine appropriate cash reserves, and develop and update its financial model. Rate increases were proposed and accepted by Council during the January 22, 2019 workshop. Those needs for a rate increase became effective May 1, 2020. Additional rate increases will be needed to operate and upgrade the facility over the next several years.

4. *Electrical Fund.* The City is one of the few municipalities within the State which is permitted to own its own power plant. The City is the sole owner of the CT II combustion turbine, and holds a 23% ownership in the WYGEN III coal-fired power plant. This ownership interest also requires 100% responsibility for maintenance, upgrades and upkeep in the CT II turbine and a 23% share of responsibility for maintenance, upgrades and upkeep of the WYGEN III facility.

The City's private industry partners largely dictate the maintenance and upgrades to the plant. As part of their long-term planning requirements, they sometimes look to different factors than the City in timing these actions. They rely more upon market conditions, costs of materials, equipment depreciation, and tax ramifications for their actions. They likewise must balance these costs with the needs and requirements of their shareholders. Ultimately, they time many of our maintenance and upgrades to the facility. The electrical fund builds into its budget the known repairs to the electrical system. It is the timing of those repairs that remains somewhat beyond our control.

The fund is projected to operate at appropriate income levels for FY2021, by having a net surplus budget of \$1,130,000 and using zero (\$0.00) in unassigned cash to balance FY2021. Staff did not seek rate increases during the January 28, 2020 work session. It should be noted that staff is carefully monitoring the performance of this fund. For the past several years staff had been anticipating the need to increase rates to meet increased electrical demands. However, the City has encountered much lower than anticipated coal and gas costs in the prior year, which has helped to offset what had been an anticipated

reduction in reserves and the need for a fee increase in the immediate future. Consequently, for purposes of FY2021, no revisions to the budget are anticipated.

## EXPENSES

### GENERAL FUND EXPENDITURES OF EXTERNAL ORGANIZATIONS

The operations of the General Fund are burdened by the funding of external organizations which are separate from the general operations of the City of Gillette. While many of these external organizations are a benefit to the community, they provide no independent revenue stream to the General Fund. As such, they are expenses to the City as an organization for which there is generally no offsetting financial benefit.

1. **Fire Department:** The funding of the Fire Department is set by means of a Joint Powers Agreement (JPA) between the City of Gillette and Campbell County. The JPA was amended on June 7, 2016 to provide for automatic increases in the operating expenses incurred by the City in upcoming years. To adjust to meet the demands of these increases, this proposed budget assumes the transfer of all Fire Department expenses to the Optional 1% Fund. As such, the Fire Department is addressed later in this Memorandum.

2. **CAM-PLEX.** The CAM-PLEX is managed through the Campbell County Joint Powers Public Land Board and a JPA. The proposed budget from the City for FY2021 is as follows: \$702,136 in operating expenses, a capital contribution of \$303,500, and vehicle depreciation contribution in the amount of \$50,492. These amounts are consistent with the funding requests from the CAM-PLEX.

In FY2020, the CAM-PLEX undertook a remodel of both the Heritage Center and Energy Hall. Funding of the \$6MM project came from the City, the County, and a combination of a grant and loan from the State of Wyoming through the State Loan Investment Board (SLIB). There are anticipated cost overruns in the project regarding upgrades to the sewer system which were not envisioned in the original project budget. Currently, it appears that the Land Board will be able to absorb those costs overruns within their existing funds and proposed budget.

3. **Gillette College.** Gillette College is funded in several separate and distinct ways through the City. For the purposes of the General Fund, the City makes annual payments on the Resident Housing Facility in the amount of \$1,140,000 per year, plus interest. This long-term funding obligation will continue to have an impact as a General Fund expense through FY2026-2027. The facility is managed by Gillette College, and any income stream received from the College (budgeted this year in the amount of \$244,369) is simply used to offset the ongoing financial obligation the City has towards the Resident Housing Facility. This year, the total sum of \$1,140,000 is allocated to this payment plus accrued interest in the amount of \$166,780.

4. **Gillette Main Street Program.** During the April 2019 budget process, Council instructed staff to budget a total of \$20,000 for the FY2020 budget, with an instruction to reduce that amount over the next four (4) years. In keeping with Council's direction, the amount budgeted is \$15,000 for FY2021.

5. **Energy Capital Economic Development.** The mission of Energy Capital Economic Development is to "stimulate and facilitate a diverse economy through business retention, expansion, and recruitment".<sup>xi</sup> The City of Gillette has consistently been a member of the organization and a financial supporter. The sitting Mayor and City Administrator are permanent members of the Board of Directors, allowing for some influence over the activities of the organization. For the upcoming year, the budget anticipates providing funding in the amount of \$130,000, the same amount of funding as in FY2020.

6. **Northeast Wyoming Growth Alliance.** This organization, NEWGA, is a cooperative group made up of Gillette, Buffalo, and Sheridan which seeks to encourage new businesses and economic growth in the area. The Board of Directors includes the Mayor and the City Administrator. Additionally, the Executive Director of ECED is on the technical advisory board. NEWGA did not seek funding for FY2021 and believes it will not require funding through the upcoming year. As such, the funding has been reduced from \$40,000 to zero (\$0.00) for FY2021.

7. **Advanced Carbon Products Innovation Center (ACPIC).** The Advanced Carbon Products Innovation Center, otherwise known as ACPIC, is a proposed coal research facility at the former Ft. Union Coal Mine. The purpose of ACPIC is to provide a scalable research facility for inventors and entrepreneurs looking to expand the uses of Powder River Basin coal beyond consumption for power

generation. ACPIC has been promoted through Energy Capital Economic Development, the University of Wyoming, and through private industry. Funding for the project has come from the State Loan and Investment Board (SLIB), U.S. Economic Development Administration (EDA) grants, the Wyoming State Legislature, Campbell County, and the City of Gillette. For purposes of the FY2021 budget, ACPIC has requested no additional funding from the City for purposes of furtherance of the project. However, as required under the EDA grant, and based on prior discussions, ACPIC may seek additional funding for purposes of assisting in operational expenses within the next budget year. If such a request is made, Council will then need to determine the availability of funds for such further purposes.

8. *Rare Earth Element (USDOE Project).* The University of Wyoming School of Energy Resources (on behalf of the City of Gillette and Campbell County) provided a proposal to the United States Department of Energy (USDOE) to study rare earth elements located in Powder River Basin coal reserves. The University of Wyoming committed to assisting in funding this project, should the USDOE award the same to the University of Wyoming. The Council has previously agreed to contribute \$62,500 for FY2021 [for as many as three (3) consecutive years] in the event the University of Wyoming is awarded the Rare Earth Elements project from the USDOE.

#### **ONE-PERCENT (1%) FUND**

Beginning in 2017, Council undertook a new method to the allocation and use of Optional 1% funds. Rather than projecting the 1% revenues into the future and budgeting accordingly, the Council undertook to only spend those funds for which cash was physically held by the City. The cash-on-hand approach to 1% has continued to be a success. It has allowed for a managed approach to projects, allowed for matching funds to be readily available for grant projects, and has been positive in every regard. The policy is continued within this budget.

The budget for FY2021 anticipates \$21,590,998 will be available for construction projects and other 1% projects from cash-on-hand. For reference, in FY2020 approximately \$22.6MM was available for 1% designated projects, and in FY2019 a budget of \$16.5MM was available for construction projects and other 1% projects from cash-on-hand.

1. *Social Service Funding.* In 2012, the Gillette City Council passed Resolution 2356 which was designed to place a cap on the amount of 1% funds that could be allocated towards social service agencies. Pursuant to Resolution 2356, the total amount of 1% funds which may be allocated towards social service agencies is 5% of the sales tax revenue collected. With the economic downturn in FY2016, it became clear that maintaining the 5% cap would do substantial harm to the community, including those organizations who were in place to specifically help those most impacted by the downturn. Consequently, in 2017 (FY2018) Council provided a temporary increase in this cap from 5% to 6% with a sunset provision. The same approach was taken in 2018 (FY2019) wherein the cap was increased from 5% to 5.5% to meet social service agencies' needs. This year (FY2021) it will be necessary to provide an increase in the cap from 5% to 6.5% to reasonably address the financial concerns of the social service agencies.

For FY2021 staff has projected 1% receipts at \$14.85MM, providing a total estimated funding for social service agencies at \$965,250. With careful planning, staff has been able to meet funding requests from social service agencies within the 6.5% temporary cap. Staff has recommended, and Council has provisionally approved "new" and or additional funding for Edible Prairie Project in the amount of \$5,000, and the Salvation Army in the amount of \$25,000. Regarding agencies requesting an increase in funding, the Council has provisionally approved the following: Council of Community Services \$80,000 (an increase of \$45,000); and Gillette Abuse Refuge Foundation \$69,000 (an increase of \$5,000).

2. *Gillette College 1% Funding.* Beginning in FY2019 Gillette College received \$500,000 in 1% funds to offset the costs of operations. This amount has remained unchanged through the FY2020 budget. For FY2021 Gillette College has requested additional funding in the amount of \$184,000. With the anticipated downturn in the economy expected to last some time into the future, Staff is unable to support the entire increase sought in the request. However, recognizing the need of the College, Staff has recommended an increase of \$50,000 to Gillette College with anticipated 1% funding for FY2021 in the amount of \$550,000.

3. *Fire Department 1% Funding.* As mentioned previously, the proposed budget envisions the transfer of the funding for the Joint Powers Fire Board from the General Fund to the Optional 1% Budget. The proposed budget anticipates the following expenditures from the 1% Fund: operating expenses in the amount of \$2.4MM; approximately \$123,750 for purposes of the capital equipment replacement fund;

*\$24,750 for the Fire Facility Maintenance Account; capital requests in the amount of \$84,101; and the sum of \$250,000 towards the Vehicle Depreciation Fund. The total amount provisionally budgeted is \$2,882,601.*

*The transfer of this expense between the General Fund and the Optional 1% Fund is permissible under the prior resolutions passed by the Council. Those resolutions prohibit City general fund operation expenses from being paid out of the Optional 1% Fund. However, they do not prevent the operations of a third party (as is the case with social service agencies) to be funded through this account. Additionally, the most recent 1% Survey indicated that emergency services was a priority in the community. As such, to present the most viable budget for Council's consideration, the City's funding of its share of the Joint Powers Fire Board must come from the Optional 1% Fund.*

#### **GILLETTE REGIONAL WATER SUPPLY PROJECT**

*The Gillette Regional Water Supply Project, commonly known as the "Madison Project" is one of the largest, if not the largest, water projects undertaken by the State of Wyoming. The total estimated costs of this project, when completed, is \$217,000,000 which does not consider additional funding for the Regional/District extensions. Funding for this project is made through a series of annual grants from the State of Wyoming, a loan from the State of Wyoming to the City of Gillette, and a Local Capital Facilities Tax. Through the construction of the Madison Project, the City has been responsible for prioritizing smaller aspects of construction by identifying priority projects in advance. The City, in cooperation with the Wyoming Water Development Commission, has identified the following Madison projects for the upcoming budget:*

##### **Priority 5**

*(FY2020-21) CC Airport, Hoy MHP, Lakeview MHP, Section 4, Means, Hitching Post Design and Construction.*

*Of these amounts, the Wyoming Water Development Commission, in the 2020 Omnibus Water Bill, has recommended \$3,088,700 in grant funding for this project, with the remaining balance of \$1,521,300 to come from the Local Capital Facility Tax funds currently held by the City.*

#### **HUMAN RESOURCES**

*The City of Gillette currently has 283 full time equivalent (FTE) positions. For purposes of comparison, the highest employment by the City was 319.5 FTE, in addition to 41 seasonal employees. In January 2020 there were several proposed positions which were being considered for inclusion in the FY2021 budget. Based on the uncertainty of the economy, no new positions are requested. The budget anticipates continuing with 283 FTE positions with an addition of 37 seasonal employees.*

#### **RESERVES**

##### **GENERAL FUND**

*Effective September 4, 2018, staff proposed and Council agreed to increase the reserves to one hundred fifty (150) days in operations in the General Fund. For the FY2021 budget, the total amount set aside for general fund operation reserves is \$14.17MM. While there is no standard or set sum in which to rely upon for reserves, staff continues to recommend this conservative approach to budgeting. Setting aside more into reserves, while appearing prudent, may be detrimental as tax dollars would not be utilized for public needs.*

##### **UTILITY RESERVES**

*Under the financial policies set by Council, each enterprise fund is required to maintain a ninety (90) day operating reserve, and one full years' worth of capital depreciation reserves.*

*1. Water: The water fund, in total, has approximately \$8.65MM in available cash-on-hand. As previously discussed during the proforma presentation, it is difficult to determine the balance of each component until construction of the Madison project, and its Regional Extensions is complete. The transmission side of the water system retains healthy reserves, however, the distribution side of the water system required a ten percent (10%) increase for the upcoming fiscal year.xii*

*2. Sanitation and Solid Waste: For the end of FY2021, the projections for solid waste are an available fund balance of \$1.594MM, with operating reserves of approximately \$757,635 and no capital reserves.xiii Short of an increase in County tipping fees, the reserve amounts are correct for the fund.*

3. *Wastewater: For the end of FY2021, wastewater is currently projected to have an available fund balance of \$287,000, and capital reserves of approximately \$2.46MM.*
4. *Electrical: For the end of FY2021, the projections for the electrical enterprise funds are an available fund balance of a \$6.870MM with operating reserves of \$5.415MM and capital reserves of \$4.041MM.*

**MEDICAL FUND**

*The City, as a self-funded entity, maintains a Medical Fund to cover expenses associated with: medical claims, prescription claims, dental claims, short-term disability claims, administrative costs, and participation in the Campbell County Coordinated Benefit Trust. This fund has proven challenging to manage over the years due to constantly increasing medical costs. The demand for the City's High Deductible Health Plan with a Health Savings Account has remained strong. Currently, there is a total of fifty-three (53) participants in the High Deductible Health Plan, with more anticipated in the years to come.*

*The Medical Fund has a reserve requirement equal to six (6) months of expenses for the fund. This amount does change and currently is approximately \$2.7MM, and would provide medical insurance coverage for participants for a period of six (6) months should the fund otherwise lack income. The fund has approximately \$2.9MM in total cash assets, leaving a reserve overage of approximately \$222,000. This proposed budget proposes a \$50,000 transfer to the health insurance fund to assist in unforeseen deficiencies. This fund will be carefully monitored through the end of FY2021 to determine if any additional transfers are required.*

**CONCLUSIONS**

*The proposed budget for FY2021 in the amount of \$146,422,366 is balanced and in accordance with Wyoming law.<sup>xiv</sup> The City, as an organization, is financially healthy. Over the past ninety (90) days the budget, the budget message and the short-term future of the economy has been substantially altered. The budget anticipates a substantial drop in Sales Tax Revenue which has required approximately \$6.4MM in cuts to General Fund operations. Likewise, several large cuts have been required in the Optional 1% Fund for the upcoming fiscal year. The budget presented seeks to remain fiscally conservative, only expending funds when necessary, and focusing on cash-on-hand for large capital expenditures. In closing, the budget as presented allows for continued operations of the City with nominal impacts on the community. It also provides Council with the flexibility to direct further reductions should the economy force such action, but also allows for an expansion of projects should we see a recovery in the upcoming year.*

The Mayor and Council reviewed Division Budgets with the Finance Department, Human Resources Department, Administration, Police Department, and the City Attorney.

**Review May 19th Council Agenda**

The Mayor and Council reviewed the upcoming Council Agenda.

**Adjournment**

Mayor Carter-King commended the Finance Department for their work on the budget, and reminded Council that the teleconference meeting for Workshop #3 would take place at 5:30 p.m. on May 13th. There being no further business to come before the Council, the meeting adjourned at 7:33 p.m.

(S E A L)

ATTEST:

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Cindy Staskiewicz, City Clerk

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Louise Carter-King, Mayor

Footnotes for Budget Message:

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<sup>i</sup> Data taken from: [finance.yahoo.com/quote/%5EDJI/history](https://finance.yahoo.com/quote/%5EDJI/history) as of April 27, 2020.

<sup>ii</sup> Brent Crude data from: [macrotrends.net/2480/brent-crude-oil-prices-10-year-daily-chart](https://macrotrends.net/2480/brent-crude-oil-prices-10-year-daily-chart) as of April 27, 2020.

<sup>iii</sup> WTI Crude Oil data from: [investing.com/commodities/crude-oil-historical-data](https://investing.com/commodities/crude-oil-historical-data) as of April 27, 2020.

<sup>iv</sup> Wyoming Sweet Price data from: [oilmonster.com/crude-oil-prices/Wyoming-sweet-price/186/28](https://oilmonster.com/crude-oil-prices/Wyoming-sweet-price/186/28) as of April 27, 2020.

<sup>v</sup> Historically 4% unemployment is considered “full employment” by economists. Currently, the Congressional Budget Office uses a rate of 4.6% as the non-accelerating inflation rate of unemployment (NAIRU).

<sup>vi</sup> Wyoming Dept. Workforce Services, [doe.state.wy.us/lmi/news.htm](https://doe.state.wy.us/lmi/news.htm) as of April 27, 2020.

<sup>vii</sup> Lambert, Lance, “Real Unemployment Rate Soars”, [Fortune.com](https://fortune.com), April 23, 2020 article, last review April 27, 2020.

<sup>viii</sup> Fruen, Lauren, “The World’s Largest Airline Parking Lot”, [dailymail.co.uk/news/article-8247971](https://dailymail.co.uk/news/article-8247971), as of April 23, 2020.

<sup>ix</sup> Hirst, Greg, “Yellowstone’s Old Faithful Inn Closed for 2020 Summer Season, Limited Park Activities to Resume June 15<sup>th</sup>”, Oil City News, [oilcity.news/wyoming/2020/04/24/yellowstones-old-faithful-inn-closed-for-2020-summer-season-limited-park-activities-to-resume-june-15/](https://oilcity.news/wyoming/2020/04/24/yellowstones-old-faithful-inn-closed-for-2020-summer-season-limited-park-activities-to-resume-june-15/), as of April 24, 2020, last review April 27, 2020.

<sup>x</sup> Staff recommends that the budget be re-evaluated in September/October 2020 to determine whether mid-year adjustments should be made to the budget to better reflect changes in the economy.

<sup>xi</sup> The mission statement taken directly from the ECED website.

<sup>xii</sup> Overall, the water fund is solid. The reason for the relatively large reserves in this fund is directly related to the development of the regional water system, the development of regional connections, and the impact the regional extensions may have on the overall fund. These reserves are on the transmission side of the water system. Regarding distribution, a 10% increase has been approved, effective May 1, 2020, for in-city distribution. These calculations will be monitored carefully in the upcoming year to determine the best means to reach the ideal reserve for the fund.

<sup>xiii</sup> The capital reserve amount for the Solid Waste Enterprise is effectively zero. It should be kept in mind that the actual solid waste vehicles, including garbage trucks, fall within the fleet account, and are independent of the Solid Waste Enterprise fund.

<sup>xiv</sup> This number is somewhat deceptive as it includes the \$20MM sought from SLIB for the wastewater project. Were it not for these funds, the budget amount would be considerably less. For purposes of comparison, the FY2020 budget was \$151,917,895, the FY2019 budget \$124,625,835 and the FY2018 budget was \$110,919,490.



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Work Session (Budget Workshop #3) - May 13, 2020

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

Click to download

☐ [Work Session - May 13, 2020](#)



A Work Session Meeting of the City Council was held via teleconference on Tuesday the 13th day of May 2020.

Present online were Councilmen Brown, Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson, City Attorney Reyes; Directors Aguirre, Cole, Henderson, Hloucal, Muzzarelli, and Wilde; Managers D. Wasson, Porter, Williamson, H. Jones, Birk, Wolf, Gill, Clements, Kuntz, Hogan, Clark, Tyrrell, Schoen, Palazzari, and Toscana; Senior Administrative Assistant Klein; and City Clerk Staskiewicz.

### **Budget Workshop #3**

The Mayor and Council reviewed the 1% Fund Budget, followed by Division Budget reviews with the Public Works Department, Utilities Department, and Development Services Department.

City Administrator Davidson concluded the budget review process with a wrap-up statement:

*The proposed budget for FY2021 in the amount of \$146,422,366 is balanced and in accordance with Wyoming law.<sup>i</sup> The City, as an organization, is financially healthy. Over the past ninety (90) days the budget, the budget message and the short-term future of the economy has been substantially altered. The budget anticipates a substantial drop in Sales Tax Revenue which has required approximately \$6.4MM in cuts to General Fund operations. Likewise, several large cuts have been required in the Optional 1% Fund for the upcoming fiscal year. The budget presented seeks to remain fiscally conservative, only expending funds when necessary, and focusing on cash-on-hand for large capital expenditures. In closing, the budget as presented allows for continued operations of the City with nominal impacts on the community. It also provides Council with the flexibility to direct further reductions should the economy force such action, but also allows for an expansion of projects should we see a recovery in the upcoming year.*

### **Adjournment**

Mayor Carter-King commended City Departments for their hard work on the budget and willingness to reduce expenditures to encompass the current economic situation. There being no further business to come before the Council, the meeting adjourned at 8:04 p.m.

(S E A L)

ATTEST:

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Cindy Staskiewicz, City Clerk

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Louise Carter-King, Mayor

---

<sup>i</sup> This number is somewhat deceptive as it includes the \$20MM sought from SLIB for the wastewater project. Were it not for these funds, the budget amount would be considerably less. For purposes of comparison, the FY2020 budget was \$151,917,895, the FY2019 budget \$124,625,835 and the FY2018 budget was \$110,919,490.



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

**DATE:** 5/19/2020 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"/> <a href="#">Bills and Claims</a>
<input type="checkbox"/> <a href="#">Bills and Claims - Prepaids</a>
<input type="checkbox"/> <a href="#">Wire Transfers</a>
<input type="checkbox"/> <a href="#">UMB Bank</a>

**Expenditure Approval Report**  
**Check Approval Date of 05/19/2020**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
99999-MISC RESTITUTIONS			
	109180	RESTITUTION PAYMENT FROM REBECCA EDWARDS	100.00
	109181	RESTITUTION PAYMENT FROM REBECCA EDWARDS	100.00
	109182	RESTITUTION PAYMENT FROM SANDRA INGRAM	100.00
	109183	RESTITUTION PAYMENT FROM ROBERT WELSH	150.00
	109184	RESTITUTION PAYMENT FROM WALTER CARR	300.00
	109185	RESTITUTION PAYMENT FROM JEREMY CULEY	305.00
	109186	RESTITUTION PAYMENT FROM CALEB HUYCK	60.00
	109187	RESTITUTION PAYMENT FROM BRIAN FISHER	50.00
	109188	RESTITUTION PAYMENT FROM JADE SAIPPA	75.00
	109189	RESTITUTION PAYMENT FROM GUADALUPE ZARAGOZA	50.00
	109190	RESTITUTION PAYMENT FROM ANGELA MULKEY	155.00
	109191	RESTITUTION PAYMENT FROM AARON BROWNING - FINAL	33.83
		<b>VENDOR TOTAL:</b>	<b>1,478.83</b>
1511-NORCO INC			
	109257	CUSTODIAL INVENTORY	1,280.53
	109258	CUSTODIAL INVENTORY	263.92
		<b>VENDOR TOTAL:</b>	<b>1,544.45</b>
2066-SOURCE OFFICE PRODUCTS			
	109262	OS INVENTORY	699.70
		<b>VENDOR TOTAL:</b>	<b>699.70</b>
2289-WESCO DISTRIBUTION INC			
	109268	CUSTODIAL INVENTORY *LYSOL WIPES*	979.10
		<b>VENDOR TOTAL:</b>	<b>979.10</b>
		<b>DIVISION TOTAL:</b>	<b>4,702.08</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,702.08</b>

# Expenditure Approval Report

## Check Approval Date of 05/19/2020



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
1554-DEBRA SEMPLE		
109144	CENSUS ADVERTISING	621.00
109145	CENSUS ADVERTISING	624.00
	<b>VENDOR TOTAL:</b>	<b>1,245.00</b>
1145-LEGEND COMMUNICATIONS OF WYOMING		
109024	CENSUS ADVERTISING	2,820.40
109151	CENSUS ADVERTISING	2,179.40
	<b>VENDOR TOTAL:</b>	<b>4,999.80</b>
2487-LOUISE CARTER KING		
109201	INTERNET REIMBURSEMENT	32.49
	<b>VENDOR TOTAL:</b>	<b>32.49</b>
3880-MARK CHRISTENSEN		
109152	CENSUS ADVERTISING	1,000.00
	<b>VENDOR TOTAL:</b>	<b>1,000.00</b>
2710-TIM CARSRUD		
109200	INTERNET REIMBURSEMENT	30.90
	<b>VENDOR TOTAL:</b>	<b>30.90</b>
4077-VINCENT RUSSO		
109079	PURCHASE "MIRTH & MELANCHOLY"	17,085.00
	<b>VENDOR TOTAL:</b>	<b>17,085.00</b>
	<b>DIVISION TOTAL:</b>	<b>24,393.19</b>
<b>02-ADMINISTRATION</b>		
1554-DEBRA SEMPLE		
109146	COVID 19- ADVERTISING	170.00
109147	COVID-19 ADVERTISING	170.00
109148	COVID-19 ADVERTISING	130.00
109149	COVID-19 ADVERTISING	130.00
	<b>VENDOR TOTAL:</b>	<b>600.00</b>

# Expenditure Approval Report

## Check Approval Date of 05/19/2020



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>02-ADMINISTRATION</b>		
1145-LEGEND COMMUNICATIONS OF WYOMING		
109025	ADVERTISING	700.00
109150	COVID-19 ADVERTISING	600.00
	<b>VENDOR TOTAL:</b>	<b>1,300.00</b>
3880-MARK CHRISTENSEN		
109152	CENSUS ADVERTISING	525.00
	<b>VENDOR TOTAL:</b>	<b>525.00</b>
1482-NEWS RECORD		
109143	APRIL 2020 ADVERTISING	1,690.00
	<b>VENDOR TOTAL:</b>	<b>1,690.00</b>
	<b>DIVISION TOTAL:</b>	<b>4,115.00</b>
<b>04-SPECIAL PROJECTS</b>		
1572-ARETE DESIGN GROUP		
109219	CITY WEST REMODEL PH II	1,762.00
	<b>VENDOR TOTAL:</b>	<b>1,762.00</b>
1684-DRM INC		
109202	ENERGY SPORTS COMPLEX 2019	130,536.52
	<b>VENDOR TOTAL:</b>	<b>130,536.52</b>
1866-FIRST NORTHERN BANK OF WYOMING		
109203	ENERGY SPORTS COMPLEX 2019 RET	6,499.00
	<b>VENDOR TOTAL:</b>	<b>6,499.00</b>
1958-PCA ENGINEERING INC		
109205	2019 ECSC PROPOSED IMPROVEMENT	11,041.96
109206	2019 ENERGY SPORTS COMPLEX PRO	6,750.00
	<b>VENDOR TOTAL:</b>	<b>17,791.96</b>
2212-VAN EWING CONSTRUCTION		
109220	CITY WEST REMODEL PH II CONSTR	311,751.20
	<b>VENDOR TOTAL:</b>	<b>311,751.20</b>
	<b>DIVISION TOTAL:</b>	<b>468,340.68</b>

**Expenditure Approval Report**  
**Check Approval Date of 05/19/2020**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
32-JUDICIAL			
4003-MICHAEL STULKEN			
	109019	DEFENSE ATTORNEY	180.00
VENDOR TOTAL:			180.00
DIVISION TOTAL:			180.00
DEPARTMENT TOTAL:			497,028.87

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1753-EMPLOYMENT TESTING SERVICES INC		
109004	PRE-EMPLOYMENT, RANDOM, POST ACCIDENT TESTING	754.00
	<b>VENDOR TOTAL:</b>	<b>754.00</b>
1145-LEGEND COMMUNICATIONS OF WYOMING		
109192	ADVERTISING	880.00
109193	ADVERTISING	120.00
	<b>VENDOR TOTAL:</b>	<b>1,000.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,754.00</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,754.00</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>26-CUSTOMER SERVICE</b>		
1898-ONLINE UTILITY EXCHANGE		
108996	UTILITY EXCHANGE REPORT	229.80
	<b>VENDOR TOTAL:</b>	<b>229.80</b>
3369-POSTAL PROS SOUTHWEST INC		
109015	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,568.29
	<b>VENDOR TOTAL:</b>	<b>1,568.29</b>
	<b>DIVISION TOTAL:</b>	<b>1,798.09</b>
<b>31-CITY CLERK/PRINT SHOP</b>		
1482-NEWS RECORD		
109023	APRIL 2020 LEGAL ADVERTISING	4,029.75
	<b>VENDOR TOTAL:</b>	<b>4,029.75</b>
2151-ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC		
109022	KYOCERA MONTHLY MAINTENANCE	342.30
	<b>VENDOR TOTAL:</b>	<b>342.30</b>
	<b>DIVISION TOTAL:</b>	<b>4,372.05</b>
<b>34-INFORMATION TECHNOLOGY</b>		
1358-CENTURYLINK		
109003	TELEPHONE SERVICE	1,608.09
	<b>VENDOR TOTAL:</b>	<b>1,608.09</b>
2179-TYLER TECHNOLOGIES INC		
109041	TYLER NOTIFY	14,330.46
	<b>VENDOR TOTAL:</b>	<b>14,330.46</b>
2247-VISIONARY COMMUNICATIONS		
109002	INTERNET	668.71
	<b>VENDOR TOTAL:</b>	<b>668.71</b>
	<b>DIVISION TOTAL:</b>	<b>16,607.26</b>
	<b>DEPARTMENT TOTAL:</b>	<b>22,777.40</b>



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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>40-PD ADMINISTRATION</b>		
2597-CRAIG FURMAN		
109032	DUI BLOOD DRAW	50.00
	<b>VENDOR TOTAL:</b>	<b>50.00</b>
1916-GALLS INC		
109005	MCNAY EQUIPMENT	192.87
109006	HYATT UNIFORM PANTS	97.88
109034	ROBERTS AND HYATT EQUIPMENT	1,181.87
109048	PD EQUIPMENT	166.90
	<b>VENDOR TOTAL:</b>	<b>1,639.52</b>
2159-JANE STEARNS M.S. LPC		
109007	PD COUNSELING	1,100.00
	<b>VENDOR TOTAL:</b>	<b>1,100.00</b>
55555-MISC EMPLOYEE VENDOR		
109165	PATROL SUPPLIES	219.71
	<b>VENDOR TOTAL:</b>	<b>219.71</b>
2389-WYOMING POLICE SERVICE DOG CLUB		
109033	K9 MEMBERSHIP DUES	240.00
	<b>VENDOR TOTAL:</b>	<b>240.00</b>
	<b>DIVISION TOTAL:</b>	<b>3,249.23</b>
	<b>DEPARTMENT TOTAL:</b>	<b>3,249.23</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-MAINT OF CITY BUILDINGS</b>		
1511-NORCO INC		
108910	NEW CLEANING SUPPLIES FOR MAINT SHOP	171.65
108911	COVID-19 SUPPLIES	113.20
	<b>VENDOR TOTAL:</b>	<b>284.85</b>
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
108906	REPAIR BOILER SAFETY SWITCH	759.15
108985	STATIC PRESSURE HOLDING FRONT DOORS OPEN AT CH	312.00
	<b>VENDOR TOTAL:</b>	<b>1,071.15</b>
	<b>DIVISION TOTAL:</b>	<b>1,356.00</b>
<b>50-PUBLIC WORKS ADMIN</b>		
4148-TERRY SJOLIN		
108997	CONTRACTED SPORT FIELD SCHEDULER	126.50
	<b>VENDOR TOTAL:</b>	<b>126.50</b>
	<b>DIVISION TOTAL:</b>	<b>126.50</b>
<b>51-PARKS</b>		
1040-ALSCO		
108986	UNIFORM CLEANING	5.60
108987	UNIFORM CLEANING	5.60
108988	UNIFORM CLEANING	5.60
108989	UNIFORM CLEANING	5.60
108991	UNIFORM CLEANING	32.40
108992	UNIFORM CLEANING	32.40
108993	UNIFORM CLEANING	32.40
108994	UNIFORM CLEANING	32.40
109077	CREDIT FOR DOUBLE PAYMENT	-32.40
109138	UNIFORM CLEANING	5.60
109139	UNIFORM CLEANING	32.40
	<b>VENDOR TOTAL:</b>	<b>157.60</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>51-PARKS</b>		
1165-BIG D SANITATION		
109042	ECSC PORTA TOILET	252.50
	<b>VENDOR TOTAL:</b>	<b>252.50</b>
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
108995	CRESTVIEW PARK WATER	6.50
	<b>VENDOR TOTAL:</b>	<b>6.50</b>
4230-UNIVERSAL ATHLETIC LLC		
109040	SEASONAL SAFETY T-SHIRTS	785.25
	<b>VENDOR TOTAL:</b>	<b>785.25</b>
	<b>DIVISION TOTAL:</b>	<b>1,201.85</b>
<b>53-FORESTRY</b>		
4222-BROWN CO		
109245	POST DRIVER	1,650.00
	<b>VENDOR TOTAL:</b>	<b>1,650.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,650.00</b>
<b>54-STREETS</b>		
1165-BIG D SANITATION		
109011	PORTA POTTY AT MAINTENANCE BUILDING	125.00
109012	PORTA POTTY AT MAINTENANCE BUILDING	125.00
109013	PORTA POTTY AT MAINTENANCE BUILDING	125.00
109014	PORTA POTTY AT MAINTENANCE BUILDING	125.00
	<b>VENDOR TOTAL:</b>	<b>500.00</b>
1614-DESERT MOUNTAIN CORPORATION		
109198	FY 19-20 ICE SLICER	5,709.86
109199	FY 19-20 ICE SLICER	5,514.67
	<b>VENDOR TOTAL:</b>	<b>11,224.53</b>
	<b>DIVISION TOTAL:</b>	<b>11,724.53</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
62-TRAFFIC SAFETY			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	109021	SIGNAL MAINTENANCE	843.00
		VENDOR TOTAL:	843.00
		DIVISION TOTAL:	843.00
		DEPARTMENT TOTAL:	16,901.88
		FUND TOTAL:	546,413.46

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1415-CONSOLIDATED ENGINEERS INC			
	109218	DONKEY CREEK TRIBUTARY SOUTH D	253.10
		<b>VENDOR TOTAL:</b>	<b>253.10</b>
1538-D & D SPRINKLERS			
	109017	NORTHWEST PARK TO TREE FARM WIRE PATH PROJECT	11,189.90
		<b>VENDOR TOTAL:</b>	<b>11,189.90</b>
1559-DOWL LLC			
	109216	CRESTVIEW SANITARY SEWER IMPRO	817.50
	109217	CRESTVIEW SANITARY SEWER IMPRO	5,482.50
		<b>VENDOR TOTAL:</b>	<b>6,300.00</b>
1450-HDR ENGINEERING INC			
	109212	2019 SANITARY SEWER MAIN REPLA	2,020.36
	109213	2020 SANITARY SEWER MAIN REPLA	4,679.94
	109215	DALBEY PARK TO GILLETTE COLLEG	7,065.00
		<b>VENDOR TOTAL:</b>	<b>13,765.30</b>
1754-KLJ ENGINEERING LLC			
	109221	PMS 2020 (CM)	25,858.90
	109224	ECSC SPORTS COMPLEX PLAYGROUND	10,481.73
		<b>VENDOR TOTAL:</b>	<b>36,340.63</b>
1312-MORRISON MAIERLE INC			
	109210	2020 WATER MAIN REPLACEMENT CM	5,388.00
	109214	2020 WATER MAIN REPLACEMENT	4,070.00
		<b>VENDOR TOTAL:</b>	<b>9,458.00</b>
1958-PCA ENGINEERING INC			
	109018	SIERRA GLEN PLAYGROUND PROJCT	5,901.25
	109055	MATERIALS TESTING - SAGE BLUFFS PARK CHANNEL	384.75
	109222	PMS 2019	17,531.46
		<b>VENDOR TOTAL:</b>	<b>23,817.46</b>

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1802-SIMON CONTRACTORS			
	109223	PMS 2018	205,181.17
		<b>VENDOR TOTAL:</b>	<b>205,181.17</b>
		<b>DIVISION TOTAL:</b>	<b>306,305.56</b>
		<b>DEPARTMENT TOTAL:</b>	<b>306,305.56</b>
		<b>FUND TOTAL:</b>	<b>306,305.56</b>

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1381-CITY OF GILLETTE			
	109001	WATER	6.50
		<b>VENDOR TOTAL:</b>	<b>6.50</b>
1589-HOT IRON			
	109225	GRWSP - PH II - 8-MILE	88,658.32
		<b>VENDOR TOTAL:</b>	<b>88,658.32</b>
		<b>DIVISION TOTAL:</b>	<b>88,664.82</b>
		<b>DEPARTMENT TOTAL:</b>	<b>88,664.82</b>
		<b>FUND TOTAL:</b>	<b>88,664.82</b>

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
1358-CENTURYLINK			
	109003	TELEPHONE SERVICE	722.48
		<b>VENDOR TOTAL:</b>	<b>722.48</b>
1482-NEWS RECORD			
	109023	APRIL 2020 LEGAL ADVERTISING	1,023.75
		<b>VENDOR TOTAL:</b>	<b>1,023.75</b>
2247-VISIONARY COMMUNICATIONS			
	109002	INTERNET	300.43
		<b>VENDOR TOTAL:</b>	<b>300.43</b>
2406-XEROX CORPORATION			
	109049	METER USAGE	25.92
		<b>VENDOR TOTAL:</b>	<b>25.92</b>
		<b>DIVISION TOTAL:</b>	<b>2,072.58</b>
		<b>DEPARTMENT TOTAL:</b>	<b>2,072.58</b>
		<b>FUND TOTAL:</b>	<b>2,072.58</b>



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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	108980	UNIFORM CLEANING	38.14
	109053	UNIFORM CLEANING	38.14
		<b>VENDOR TOTAL:</b>	<b>76.28</b>
2434-AMERICAN WELDING & GAS INC			
	108982	CYLINDER RENT	32.55
		<b>VENDOR TOTAL:</b>	<b>32.55</b>
2303-WESTERN WASTE SOLUTIONS INC			
	108981	RECYCLING	3,825.00
		<b>VENDOR TOTAL:</b>	<b>3,825.00</b>
		<b>DIVISION TOTAL:</b>	<b>3,933.83</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,933.83</b>
		<b>FUND TOTAL:</b>	<b>3,933.83</b>

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	108527	UE 15186 60 CONSTITUTION	36.53
	108540	UE 15236 58 CONSTITUTION	60.08
	108894	UE 5544 3900 DONKEY CREEK	22.30
VENDOR TOTAL:			118.91
DIVISION TOTAL:			118.91
DEPARTMENT TOTAL:			118.91

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Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>		
<b>70-UTILITIES</b>		
<b>73-WATER</b>		
1040-ALSCO		
109072	UNIFORM CLEANING	19.35
109074	UNIFORM CLEANING	19.35
	<b>VENDOR TOTAL:</b>	<b>38.70</b>
2652-ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE		
109069	CONTRACT MONTHLY FEE	350.00
	<b>VENDOR TOTAL:</b>	<b>350.00</b>
3656-BAKER HUGHES, A GE COMPANY, LLC		
109065	MADISON M11	953.00
109066	MADISON M12	316.00
	<b>VENDOR TOTAL:</b>	<b>1,269.00</b>
2484-CAMPBELL COUNTY TREASURER		
109000	2ND HALF PROPERTY TAX - BENNOR ESTATES ROAD MAINT	300.00
	<b>VENDOR TOTAL:</b>	<b>300.00</b>
1574-DANA KEPNER COMPANY INC		
109067	PARTS	3,927.40
109068	PARTS	3,927.40
	<b>VENDOR TOTAL:</b>	<b>7,854.80</b>
2778-GW CONSTRUCTION, LLC		
109064	REPAIRS	7,694.00
	<b>VENDOR TOTAL:</b>	<b>7,694.00</b>
1450-HDR ENGINEERING INC		
109207	PUMP STATION NO 1 UPGRADE	8,622.68
	<b>VENDOR TOTAL:</b>	<b>8,622.68</b>
1511-NORCO INC		
109061	SENSORS FOR PRDF	3,195.12
109062	APRIL 2020 CYLINDER RENT	46.80
	<b>VENDOR TOTAL:</b>	<b>3,241.92</b>

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1919-PAINTBRUSH SEWER & DRAIN			
	109071	SEPTIC PUMPING	315.00
		<b>VENDOR TOTAL:</b>	<b>315.00</b>
1958-PCA ENGINEERING INC			
	109070	MISC TESTING - 4J/WALNUT WATER REPAIR	700.00
		<b>VENDOR TOTAL:</b>	<b>700.00</b>
2071-PROELECTRIC INC			
	109010	DONKEY CREEK - BUILDING LIGHTS	1,698.40
	109058	LED LAMPS FOR PINE RIDGE DISINFECTANT BUILDING	540.00
	109059	ANTENNA - COOK RD	1,348.54
		<b>VENDOR TOTAL:</b>	<b>3,586.94</b>
2114-RAILROAD MANAGEMENT CO LLC			
	109063	LICENSE FEES	258.95
	109075	LICENSE FEES	258.95
		<b>VENDOR TOTAL:</b>	<b>517.90</b>
3623-STRUCTURAL DYNAMICS LLC			
	109153	DONKEY CREEK #1 ARC FLASH UPGRADE	6,100.00
		<b>VENDOR TOTAL:</b>	<b>6,100.00</b>
2283-THAR'S FEED & RANCH SUPPLY			
	109060	PANELS FOR M-11 & M-12	2,274.80
		<b>VENDOR TOTAL:</b>	<b>2,274.80</b>
1748-THAT EMBROIDERY PLACE			
	109008	SHIRTS	1,252.36
	109009	SWEATSHIRTS	192.00
		<b>VENDOR TOTAL:</b>	<b>1,444.36</b>
		<b>DIVISION TOTAL:</b>	<b>44,310.10</b>
		<b>DEPARTMENT TOTAL:</b>	<b>44,310.10</b>
		<b>FUND TOTAL:</b>	<b>44,429.01</b>

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	108526	UE 15238 56 CONSTITUTION	69.80
	108528	UE 15188 60 CONSTITUTION	23.86
	108529	UE 15200 60 CONSTITUTION	29.54
	108530	UE 15204 60 CONSTITUTION	58.47
	108531	UE 15206 60 CONSTITUTION	115.79
	108532	UE 15208 60 CONSTITUTION	49.66
	108533	UE 15210 60 CONSTITUTION	83.51
	108534	UE 15214 58 CONSTITUTION	24.94
	108535	UE 15218 58 CONSTITUTION	33.19
	108536	UE 15220 58 CONSTITUTION	24.89
	108537	UE 15224 58 CONSTITUTION	44.12
	108538	UE 15226 58 CONSTITUTION	47.67
	108539	UE 15228 58 CONSTITUTION	81.36
	108541	UE 15240 56 CONSTITUTION	120.87
	108542	UE 15244 56 CONSTITUTION	89.17
	108543	UE 15246 56 CONSTITUTION	62.30
	108544	UE 15248 56 CONSTITUTION	57.44
	108545	UE 15250 56 CONSTITUTION	89.05
	108546	UE 15254 56 CONSTITUTION	28.47
	108547	UE 15256 56 CONSTITUTION	69.90
	108548	UE 15258 56 CONSTITUTION	27.65
	108549	UE 15260 56 CONSTITUTION	69.81
	108550	UE 15262 56 CONSTITUTION	188.19
	108551	UE 9148 103 7TH	109.33
	108552	UE 33588 828 GURLEY	88.39
	108553	UE 35254 709 EXPRESS	138.63
	108554	UE 35392 715 EXPRESS	28.69
	108555	UE 10162 407 OVERDALE	8.49
	108556	UE 42618 2677 LEDOUX	114.67

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	108557	UE 14104 113 VALLEY	165.62
	108558	UE 30082 1455 WESTOVER	327.17
	108559	UE 4840 2513 DOGWOOD	156.80
	108560	UE 35226 707 EXPRESS	154.03
	108561	UE 3802 2209 WAGONHAMMER	55.89
	108879	UE 16834 300 SIERRA	47.11
	108880	UE 15198 60 CONSTITUTION	190.40
	108881	UE 42374 208 MACALLAN	67.15
	108882	UE 32392 4514 RUNNING W	138.50
	108883	UE 38062 804 MOUNTAIN VIEW	157.93
	108884	UE 6112 3309 WATSABAUGH	7.73
	108885	UE 4470 2509 EMERSON	128.12
	108887	UE 4154 201 TIMOTHY	90.14
	108888	UE 1692 307 RICHARDS	62.91
	108889	UE 4064 317 LAUREL	66.85
	108893	UE 18828 1037 GURLEY	38.08
	108895	UE 13010 3405 FOOTHILLS	54.61
	108896	UE 18038 1107 STANLEY	92.77
	108897	UE 42508 1401 METZ	195.98
	108898	UE 13500 919 ASH	146.36
	108903	UE 2700 701 BROOKS	171.84
	108990	UE 35368 715 EXPRESS	128.82
	109027	UE 37212 1305 BIG SKY	193.38
	109028	UE 27622 1101 DESERT HILLS	42.50
	109029	UE 17682 1401 12TH	22.17
	109030	UE 6376 708 VIVIAN	70.17
	109031	UE 9932 609 TRAILS	103.05
	109154	UE 3390 304 BOXELDER	312.35
	109155	UE 5740 22 JAYHAWKER	234.62

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
109156	UE 32140 4608 J CROSS		229.54
109157	UE 3380 1805 WAGONHAMMER		39.56
109158	UE 39376 2603 SAMMYE		264.15
109159	UE 39080 2504 SAMMYE		576.68
109160	UE 37632 2600 MIDDAY		375.54
109162	UE 39598 4809 MILTON		60.85
109164	UE 26138 1000 CHRISTINCK		100.01
109175	UE 40380 2507 LEDOUX		194.46
109176	UE 15234 58 CONSTITUTION - BRANDON BABIONE		370.29
109211	UE 28048 1409 BUCKBOARD		670.66
109246	UE 18938 1023 SANTEE		82.42
		<b>VENDOR TOTAL:</b>	<b>8,565.06</b>
		<b>DIVISION TOTAL:</b>	<b>8,565.06</b>
		<b>DEPARTMENT TOTAL:</b>	<b>8,565.06</b>

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	109229	FR REFLECTIVE VESTS	787.00
	109230	FR BUTTON UP SHIRTS	1,030.08
	109231	FR T-SHIRTS	2,776.36
		<b>VENDOR TOTAL:</b>	<b>4,593.44</b>
2484-CAMPBELL COUNTY TREASURER			
	108998	2ND HALF PROPERTY TAX - WYGEN III/CTII	163,802.38
	108999	2ND HALF PROPERTY TAX - DISTRIBUTION (OTHER)	113,944.39
		<b>VENDOR TOTAL:</b>	<b>277,746.77</b>
		<b>DIVISION TOTAL:</b>	<b>282,340.21</b>
		<b>DEPARTMENT TOTAL:</b>	<b>282,340.21</b>
		<b>FUND TOTAL:</b>	<b>290,905.27</b>



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	Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>			
<b>70-UTILITIES</b>			
<b>75-SEWER</b>			
1020-ADVANCED CUTTING TECHNOLOGIES			
	109057	REPAIR HOSE ROLLER GUIDE	264.00
	109142	PLATFORM FOR NEW DIESEL TANK	4,031.82
		<b>VENDOR TOTAL:</b>	<b>4,295.82</b>
1040-ALSCO			
	108904	UNIFORM CLEANING	138.90
	109052	UNIFORM CLEANING	138.90
		<b>VENDOR TOTAL:</b>	<b>277.80</b>
1048-AMERICAN EQUIPMENT INC			
	108979	ANNUAL INSPECTIONS	5,686.75
		<b>VENDOR TOTAL:</b>	<b>5,686.75</b>
1165-BIG D SANITATION			
	109036	PORTA TOILET	125.00
	109037	PORTA TOILET	125.00
	109038	PORTA TOILET	125.00
	109039	PORTA TOILET	125.00
		<b>VENDOR TOTAL:</b>	<b>500.00</b>
3904-CBH CO-OP			
	109248	WW DIESEL	1,904.61
		<b>VENDOR TOTAL:</b>	<b>1,904.61</b>
1522-CUES INC			
	109051	PARTS	651.52
		<b>VENDOR TOTAL:</b>	<b>651.52</b>
1792-ENERGY LABORATORIES INC			
	108905	TESTING	24.50
	109050	TESTING	2,452.50
	109056	TESTING	24.50
		<b>VENDOR TOTAL:</b>	<b>2,501.50</b>

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1450-HDR ENGINEERING INC			
	109208	WWTF HEADWORKS IMPROVEMENTS PR	46,906.90
		<b>VENDOR TOTAL:</b>	<b>46,906.90</b>
1919-PAINTBRUSH SEWER & DRAIN			
	109035	HYRDOVAC	600.00
		<b>VENDOR TOTAL:</b>	<b>600.00</b>
1487-ROTO ROOTER SEWER SERVICE			
	109141	PUMP SEPTIC TANK	400.00
		<b>VENDOR TOTAL:</b>	<b>400.00</b>
4032-TRE ENVIRONMENTAL STRATEGIES, LLC			
	109140	TESTING	550.00
		<b>VENDOR TOTAL:</b>	<b>550.00</b>
2212-VAN EWING CONSTRUCTION			
	109209	UV DISINFECTION BUILDING ADDIT	1,086.20
		<b>VENDOR TOTAL:</b>	<b>1,086.20</b>
		<b>DIVISION TOTAL:</b>	<b>65,361.10</b>
		<b>DEPARTMENT TOTAL:</b>	<b>65,361.10</b>
		<b>FUND TOTAL:</b>	<b>65,361.10</b>

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Invoice Number	Invoice Description	Amount
506-FIBER FUND		
70-UTILITIES		
78-FIBER		
1264-MCM GENERAL CONTRACTORS		
109194	ANNUAL TRENCHING AND BORING AG	1,632.72
	<b>VENDOR TOTAL:</b>	<b>1,632.72</b>
2071-PROELECTRIC INC		
109195	ELECTRICIAN MAINTENANCE SERVIC	3,855.91
109196	ELECTRICIAN MAINTENANCE SERVIC	112.62
109197	ELECTRICIAN MAINTENANCE SERVIC	3,043.75
	<b>VENDOR TOTAL:</b>	<b>7,012.28</b>
	<b>DIVISION TOTAL:</b>	<b>8,645.00</b>
	<b>DEPARTMENT TOTAL:</b>	<b>8,645.00</b>
	<b>FUND TOTAL:</b>	<b>8,645.00</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	109076	CREDIT FOR DOUBLE PAYMENT	-39.43
		<b>VENDOR TOTAL:</b>	<b>-39.43</b>
1397-COLLINS COMMUNICATIONS INC			
	108907	HEATED VEHICLE STORAGE DOOR REPLACEMENT	700.00
		<b>VENDOR TOTAL:</b>	<b>700.00</b>
1524-CULLIGAN WATER			
	108984	WATER FOR CITY WEST	15.00
		<b>VENDOR TOTAL:</b>	<b>15.00</b>
		<b>DIVISION TOTAL:</b>	<b>675.57</b>
		<b>DEPARTMENT TOTAL:</b>	<b>675.57</b>
		<b>FUND TOTAL:</b>	<b>675.57</b>

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	109227	ELECTRICAL INVENTORY	327.88
	109228	ELECTRICAL INVENTORY	729.30
	109232	ELECTRICAL INVENTORY	500.00
	109233	ELECTRICAL INVENTORY	1,020.00
VENDOR TOTAL:			2,577.18
1197-BORDER STATES ELECTRIC			
	109235	ELECTRICAL INVENTORY	311.46
	109236	ELECTRICAL INVENTORY	78.75
	109237	ELECTRICAL INVENTORY	62.04
	109238	ELECTRICAL INVENTORY	2,767.50
	109239	ELECTRICAL INVENTORY	2,750.60
	109240	ELECTRICAL INVENTORY	3,895.00
	109241	ELECTRICAL INVENTORY	104.76
	109242	ELECTRICAL INVENTORY	8.44
	109243	ELECTRICAL INVENTORY	635.88
	109244	ELECTRICAL INVENTORY	47.50
VENDOR TOTAL:			10,661.93
1519-CRUM ELECTRIC SUPPLY COMPANY			
	109251	ELECTRICAL INVENTORY	644.21
VENDOR TOTAL:			644.21
1422-GILLETTE CONTRACTORS SUPPLY INC			
	109249	WATER INVENTORY	645.86
	109250	WASTEWATER INVENTORY	813.24
VENDOR TOTAL:			1,459.10
1511-NORCO INC			
	109256	SAFETY INVENTORY	101.40
	109259	CUSTODIAL INVENTORY	93.21
	109269	ELECTRICAL INVENTORY	24.96
VENDOR TOTAL:			219.57

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3970-TRENT HEBRELEE		
109254	ELECTRICAL INVENTORY * NEW ITEM	383.00
	<b>VENDOR TOTAL:</b>	<b>383.00</b>
2289-WESCO DISTRIBUTION INC		
109264	ELECTRICAL INVENTORY	1,531.80
109265	WATER INVENTORY	125.76
109266	WATER INVENTORY	382.32
109267	ELECTRICAL INVENTORY	216.12
	<b>VENDOR TOTAL:</b>	<b>2,256.00</b>
	<b>DIVISION TOTAL:</b>	<b>18,200.99</b>
	<b>DEPARTMENT TOTAL:</b>	<b>18,200.99</b>

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
2263-WASTE CONNECTIONS OF WYOMING			
	108983	WARLOW YARD TRASH	435.15
		VENDOR TOTAL:	435.15
		DIVISION TOTAL:	435.15
		DEPARTMENT TOTAL:	435.15
		FUND TOTAL:	18,636.14

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1328-ADVANCE AUTO PARTS		
109226	VM INVENTORY	44.86
	<b>VENDOR TOTAL:</b>	<b>44.86</b>
4213-BEAR COMMUNICATIONS INC		
109234	VM INVENTORY	1,698.72
	<b>VENDOR TOTAL:</b>	<b>1,698.72</b>
4132-EQUIPMENT COMPANY OF THE ROCKIES, LLC		
109252	VM INVENTORY	1,860.36
	<b>VENDOR TOTAL:</b>	<b>1,860.36</b>
1575-HOMAX OIL		
109253	GASOLINE	14,646.36
	<b>VENDOR TOTAL:</b>	<b>14,646.36</b>
2123-RECORD SUPPLY INC NAPA		
109261	VM INVENTORY	46.68
	<b>VENDOR TOTAL:</b>	<b>46.68</b>
2320-TITAN MACHINERY INC		
109263	VM INVENTORY	3,777.91
	<b>VENDOR TOTAL:</b>	<b>3,777.91</b>
	<b>DIVISION TOTAL:</b>	<b>22,074.89</b>
	<b>DEPARTMENT TOTAL:</b>	<b>22,074.89</b>



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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
108959	PARTS	22.65
109120	PARTS	174.45
109133	PARTS	97.52
	<b>VENDOR TOTAL:</b>	<b>294.62</b>
1328-ADVANCE AUTO PARTS		
108912	PARTS	10.67
108913	PARTS	4.33
108914	PARTS	13.60
108915	PARTS	113.89
108916	PARTS	40.59
108917	PARTS	13.00
108918	RETURN PARTS	-34.16
108919	PARTS	34.16
108920	PARTS	96.47
108921	PARTS	207.68
108922	PARTS	5.03
108923	PARTS	144.49
108924	PARTS	69.00
108925	PARTS	113.89
108926	PARTS	74.46
108927	PARTS	113.89
109100	PARTS	113.89
109101	PARTS	113.89
109102	PARTS	20.49
109103	PARTS	19.70
109104	PARTS	69.00
109105	PARTS	182.89
109106	PARTS	19.81
109111	PARTS	415.36

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	1,976.02
1040-ALSCO		
108972	PARTS	63.71
108973	UNIFORM CLEANING	63.71
109117	UNIFORM CLEANING	75.71
	VENDOR TOTAL:	203.13
1167-BIG HORN TIRE INC		
108967	TIRE REPAIR	34.50
108968	TIRES	1,095.00
108969	PARTS	1,039.00
108970	TIRES	442.20
108971	TIRES	454.66
108977	TIRES	513.32
109127	TIRE REPAIR	47.10
109128	TIRES	691.52
109132	TIRES	602.32
	VENDOR TOTAL:	4,919.62
1178-BJ NELSON/NELSON AUTO GLASS		
108961	WINDSHIELD REPAIR	168.20
	VENDOR TOTAL:	168.20
1525-CUMMINS ROCKY MOUNTAIN INC		
108953	PARTS	318.94
108975	PARTS	529.91
108976	PARTS	425.74
109124	PARTS	318.42
109125	PARTS	183.35
109126	PARTS	162.82
109130	PARTS	62.66
109131	PARTS	1,033.43
	VENDOR TOTAL:	3,035.27

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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
3862-DADS TRUCK AND AUTO LLC		
108960	TOW	70.50
	<b>VENDOR TOTAL:</b>	<b>70.50</b>
4132-EQUIPMENT COMPANY OF THE ROCKIES, LLC		
109134	PARTS	2,039.24
109135	PARTS	5,065.67
109136	PARTS	5,920.49
	<b>VENDOR TOTAL:</b>	<b>13,025.40</b>
1848-FASTENAL COMPANY		
109121	PARTS	5.13
109122	PARTS	12.65
	<b>VENDOR TOTAL:</b>	<b>17.78</b>
1729-INTERSTATE COMPANIES INC		
108974	PARTS	59.48
	<b>VENDOR TOTAL:</b>	<b>59.48</b>
3398-JACK'S TRUCK CENTER INC		
108954	PARTS	411.65
	<b>VENDOR TOTAL:</b>	<b>411.65</b>
1291-MIDLAND IMPLEMENT CO INC		
108962	PARTS	219.43
109046	PARTS	60.40
109047	RETURN PARTS	-126.40
109112	PARTS	43.43
109113	PARTS	1,148.30
109114	PARTS	219.22
109129	PARTS	49.39
	<b>VENDOR TOTAL:</b>	<b>1,613.77</b>

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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
55555-MISC EMPLOYEE VENDOR		
109163	REIMBURSEMENT	89.00
	<b>VENDOR TOTAL:</b>	<b>89.00</b>
2120-RAZOR CITY RENTAL		
109118	PARTS	23.04
	<b>VENDOR TOTAL:</b>	<b>23.04</b>
2123-RECORD SUPPLY INC NAPA		
108930	PARTS	33.72
108931	PARTS	18.34
108932	PARTS	224.51
108933	PARTS	9.56
108934	PARTS	6.53
108935	PARTS	3.72
108936	PARTS	17.70
108937	PARTS	15.81
108938	PARTS	17.11
108939	PARTS	37.99
108940	PARTS	12.58
108941	RETURN PARTS	-1.34
108942	PARTS	18.55
108943	PARTS	17.40
108944	PARTS	12.99
108945	PARTS	22.20
108946	PARTS	3.66
108947	PARTS	48.21
108948	PARTS	27.63
108949	PARTS	11.14
108950	PARTS	108.95
108951	PARTS	12.78

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Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2123-RECORD SUPPLY INC NAPA			
	108952	PARTS	179.98
	108978	PARTS	22.44
	109083	PARTS	8.69
	109084	RETURN PARTS	-78.36
	109085	PARTS	12.20
	109086	PARTS	482.94
	109087	PARTS	29.73
	109088	PARTS	11.13
	109089	RETURN PARTS	-11.13
	109090	PARTS	37.99
	109091	PARTS	206.63
	109092	PARTS	11.38
	109093	PARTS	43.00
	109094	PARTS	2.98
	109095	PARTS	7.67
	109096	PARTS	110.38
	109097	PARTS	19.00
	109098	PARTS	79.43
	109099	PARTS	71.99
	109107	PARTS	119.87
	109108	RETURN PARTS	-18.00
	109109	PARTS	30.98
	109110	PARTS	66.10
	109137	PARTS	14.07
	109261	VM INVENTORY	89.99
		<b>VENDOR TOTAL:</b>	<b>2,230.82</b>
1500-SAFETY-KLEEN SYSTEMS INC			
	109020	PARTS	171.76
		<b>VENDOR TOTAL:</b>	<b>171.76</b>

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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
2074-SOUTHWESTERN EQUIPMENT COMPANY		
109116	PARTS	99.40
	<b>VENDOR TOTAL:</b>	<b>99.40</b>
1976-STOTZ EQUIPMENT		
108963	PARTS	177.33
108964	PARTS	297.48
108965	PARTS	45.10
108966	PARTS	288.20
	<b>VENDOR TOTAL:</b>	<b>808.11</b>
2315-THUNDER BASIN FORD LLC		
109123	PARTS	112.44
	<b>VENDOR TOTAL:</b>	<b>112.44</b>
2309-WHITE'S FRONTIER MOTORS		
108929	PARTS	42.23
109080	PARTS	80.38
109081	PARTS	81.93
109082	PARTS	94.51
	<b>VENDOR TOTAL:</b>	<b>299.05</b>
2386-WYOMING MARINE		
108958	PARTS	28.15
	<b>VENDOR TOTAL:</b>	<b>28.15</b>
	<b>DIVISION TOTAL:</b>	<b>29,657.21</b>
<b>37-VEHICLE REPLACEMENT</b>		
1291-MIDLAND IMPLEMENT CO INC		
109043	NEW TORO	8,610.00
109044	NEW TORO	6,395.00
109045	NEW TORO	35,770.00
	<b>VENDOR TOTAL:</b>	<b>50,775.00</b>

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
2190-SPENCER FLUID POWER		
109115	PARTS	4,565.31
	VENDOR TOTAL:	4,565.31
	DIVISION TOTAL:	55,340.31
	DEPARTMENT TOTAL:	84,997.52
	FUND TOTAL:	107,072.41

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1860-FIRST CLASS AUTO			
	109054	VEHICLE REPAIR	8,216.51
		<b>VENDOR TOTAL:</b>	<b>8,216.51</b>
2320-TITAN MACHINERY INC			
	109119	PARTS	223.30
		<b>VENDOR TOTAL:</b>	<b>223.30</b>
		<b>DIVISION TOTAL:</b>	<b>8,439.81</b>
		<b>DEPARTMENT TOTAL:</b>	<b>8,439.81</b>
		<b>FUND TOTAL:</b>	<b>8,439.81</b>
		<b>GRAND TOTAL:</b>	<b>1,491,554.56</b>



# Expenditure Approval Report

## Check Approval Date of 05/01/2020



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2578-CAMPBELL COUNTY CIRCUIT COURT			
108524		FORWARD EXCESS PROCEEDS OF MONEY ORDER - R EDWARDS	125.00
		VENDOR TOTAL:	125.00
		DIVISION TOTAL:	125.00
		DEPARTMENT TOTAL:	125.00
		FUND TOTAL:	125.00

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Invoice Number	Invoice Description	Amount
506-FIBER FUND		
70-UTILITIES		
78-FIBER		
2561-BURLINGTON NORTHERN SANTA FE		
108525	APPLICATION FOR CROSSING PERMIT	800.00
	VENDOR TOTAL:	800.00
	DIVISION TOTAL:	800.00
	DEPARTMENT TOTAL:	800.00
	FUND TOTAL:	800.00
	GRAND TOTAL:	925.00

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4229-MULKEY, ANGELA			
108890		UE 5038 103 WALNUT	80.00
		VENDOR TOTAL:	80.00
		DIVISION TOTAL:	80.00
		DEPARTMENT TOTAL:	80.00
		FUND TOTAL:	80.00

**Expenditure Approval Report**  
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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
108892	2 NEW LICENSE PLATES	10.00
	VENDOR TOTAL:	10.00
	DIVISION TOTAL:	10.00
	DEPARTMENT TOTAL:	10.00
	FUND TOTAL:	10.00
	GRAND TOTAL:	90.00

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2514-DEQ-SHWM DIV/STORAGE TANK PRGM			
109161		PERMIT	100.00
		VENDOR TOTAL:	100.00
		DIVISION TOTAL:	100.00
		DEPARTMENT TOTAL:	100.00
		FUND TOTAL:	100.00
		GRAND TOTAL:	100.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	109167	WEEKLY CLAIMS	4,380.62
	109168	WEEKLY CLAIMS	2,325.98
		<b>VENDOR TOTAL:</b>	<b>6,706.60</b>
2672-UMB BANK			
	109169	MARCH 2020 P-CARDS	55,398.41
		<b>VENDOR TOTAL:</b>	<b>55,398.41</b>
		<b>DIVISION TOTAL:</b>	<b>62,105.01</b>
		<b>DEPARTMENT TOTAL:</b>	<b>62,105.01</b>
		<b>FUND TOTAL:</b>	<b>62,105.01</b>

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
109171		APRIL 2020 SALES AND USE TAX	103,192.45
		VENDOR TOTAL:	103,192.45
		DIVISION TOTAL:	103,192.45
		DEPARTMENT TOTAL:	103,192.45

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
109177	APRIL 2020 CTII ENERGY AND WYGEN III ANCILLARY SER	98,805.35
	<b>VENDOR TOTAL:</b>	<b>98,805.35</b>
2697-BLACK HILLS WYOMING LLC		
109166	MAY 2020 CTII GROUND LEASE	3,673.01
109178	APRIL 2020 CTII ENERGY	143,819.49
	<b>VENDOR TOTAL:</b>	<b>147,492.50</b>
2365-WYODAK RESOURCES DEVELOPMENT CORP		
109170	MAY 2020 WYGEN III GROUND LEASE	37,009.68
109179	APRIL 2020 WYGEN III COAL	159,086.49
	<b>VENDOR TOTAL:</b>	<b>196,096.17</b>
	<b>DIVISION TOTAL:</b>	<b>442,394.02</b>
	<b>DEPARTMENT TOTAL:</b>	<b>442,394.02</b>
	<b>FUND TOTAL:</b>	<b>545,586.47</b>



**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	109174	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	-41,424.06
VENDOR TOTAL:			-41,424.06
DIVISION TOTAL:			-41,424.06
DEPARTMENT TOTAL:			-41,424.06

**Expenditure Approval Report**  
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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		
109172	APRIL 2020 ADMIN FEES AND STOP/LOSS	63,684.52
109173	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	35,122.01
109174	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	52,376.45
	<b>VENDOR TOTAL:</b>	<b>151,182.98</b>
	<b>DIVISION TOTAL:</b>	<b>151,182.98</b>
	<b>DEPARTMENT TOTAL:</b>	<b>151,182.98</b>
	<b>FUND TOTAL:</b>	<b>109,758.92</b>
	<b>GRAND TOTAL:</b>	<b>717,450.40</b>

# Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
3586-EISCHEID INVESTMENTS LLC		
108599	LUNCH MTG - MAYOR, PAT, JENNIFER	49.00
	<b>VENDOR TOTAL:</b>	<b>49.00</b>
66666-MISC P-CARD VENDOR		
108636	CENSUS MTG - LUNCH	289.00
108705	BANNER - CENSUS 2020	139.00
108729	LUNCH MTG - MAYOR, PAT, JENNIFER	56.00
108814	CENSUS 2020 PROMOTIONAL ITEMS	1,529.04
	<b>VENDOR TOTAL:</b>	<b>2,013.04</b>
	<b>DIVISION TOTAL:</b>	<b>2,062.04</b>
<b>02-ADMINISTRATION</b>		
1334-CASPER STAR TRIBUNE		
108567	SUBSCRIPTION	12.00
	<b>VENDOR TOTAL:</b>	<b>12.00</b>
66666-MISC P-CARD VENDOR		
108565	ADVERTISING	21.32
108581	LUNCH - DEPT HEAD RETREAT	190.00
108635	BUDGET LUNCH MTG - PAT, MICHELLE, DECA	100.74
108690	ADVERTISING	509.00
108811	ADOBE STOCK	31.49
108886	BUDGET MTG LUNCH - PAT, MICHELLE, DECA	40.67
	<b>VENDOR TOTAL:</b>	<b>893.22</b>
	<b>DIVISION TOTAL:</b>	<b>905.22</b>
<b>03-PUBLIC ACCESS</b>		
66666-MISC P-CARD VENDOR		
108573	TRAINING & EDUCATION SOFTWARE	359.88
108817	CLOSED CAPTIONING	6.25
108858	CAPTIONS FOR MAYOR'S COVID 19 MESSAGE	9.00
	<b>VENDOR TOTAL:</b>	<b>375.13</b>
	<b>DIVISION TOTAL:</b>	<b>375.13</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
66666-MISC P-CARD VENDOR			
	108815	FITNESSREPAIRPARTS.COM - STEEL CABLE FOR WELLNESS	64.43
		<b>VENDOR TOTAL:</b>	<b>64.43</b>
2400-WYOMING WATER SOLUTIONS			
	108730	WYOMING WATER SOLUTIONS-FITNESS ROOM WATER SUPPLY	88.50
		<b>VENDOR TOTAL:</b>	<b>88.50</b>
		<b>DIVISION TOTAL:</b>	<b>152.93</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,495.32</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>20-HUMAN RESOURCES</b>		
<b>20-HUMAN RESOURCES</b>		
66666-MISC P-CARD VENDOR		
108574	CHEYENNE LITTLE AMERICA-TRAVEL/ACCOMMODATIONS CHEY	248.00
108757	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
108851	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
	<b>VENDOR TOTAL:</b>	<b>298.00</b>
	<b>DIVISION TOTAL:</b>	<b>298.00</b>
<b>21-SAFETY</b>		
66666-MISC P-CARD VENDOR		
108716	UNITED 0167508867248-TRAVEL SAFETY CONFERENCE	569.81
108779	AMERICAN SOCIETY OF SA-MEMBERSHIP RENEWAL	200.00
	<b>VENDOR TOTAL:</b>	<b>769.81</b>
	<b>DIVISION TOTAL:</b>	<b>769.81</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,067.81</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>25-FINANCE</b>		
66666-MISC P-CARD VENDOR		
108577	SCREEN PRIVACY FILTER FOR SHERRIE	60.82
	<b>VENDOR TOTAL:</b>	<b>60.82</b>
	<b>DIVISION TOTAL:</b>	<b>60.82</b>
<b>26-CUSTOMER SERVICE</b>		
66666-MISC P-CARD VENDOR		
108564	REPLACEMENT HEADSETS	458.15
108760	VEST FOR METER READER BRIELLE	57.74
108786	SHIRTS FOR METER READER BRIELLE	40.49
	<b>VENDOR TOTAL:</b>	<b>556.38</b>
	<b>DIVISION TOTAL:</b>	<b>556.38</b>
<b>31-CITY CLERK/PRINT SHOP</b>		
66666-MISC P-CARD VENDOR		
108571	LETTER & LEGAL SIZE FILE BOX	25.99
108648	CARD STOCK - BUSINESS LICENSE	17.29
108649	STAMPS.COM POSTAGE	1,000.00
108700	STAMPS.COM SUPPLIES	467.23
108712	FEB 2020 EBAY FEES	42.28
108766	LEASED PARKING STICKERS	419.98
108792	REFUND STAMPS.COM SUPPLIES SALES TAX	-22.25
108816	STAMPS.COM MONTHLY FEES	50.76
108827	REFUND FOR SPRING WAMCAT CONFERENCE (MISTI)	-275.00
108870	POSTAGE - STAMPS.COM	500.00
	<b>VENDOR TOTAL:</b>	<b>2,226.28</b>
	<b>DIVISION TOTAL:</b>	<b>2,226.28</b>
<b>34-INFORMATION TECHNOLOGY</b>		
66666-MISC P-CARD VENDOR		
108572	WO154508 REPLACEMENT KVM SWITCH	73.63
108614	WO155048 PAPER FEEDER PICKUP ASSY	54.44
108615	WO155048 PRINTER MOTOR	16.84

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
108633		REPLACEMENT SERIAL TO USB CABLE	15.98
108634		WO69699 HARD DRIVE SCREWS	23.97
108641		REPLACEMENT USB SERIAL CONVERTER	17.47
108682		ZIPLOCK BAGS	24.16
108733		WO154613 CAMERA REPAIR	99.00
108793		WO155857 SD CARD READER	17.98
108802		STEP STOOL & FURNITURE SLIDERS	41.98
108838		WO156226 USB CABLE	17.98
108850		20FN03 USB WIFI MODEMS & EXT CABLES	342.35
108866		REPLACEMENT HEADSET	269.99
108875		20FN03 HEADSET	26.99
108876		20FN03 USB HUBS	107.94
		<b>VENDOR TOTAL:</b>	<b>1,150.70</b>
		<b>DIVISION TOTAL:</b>	<b>1,150.70</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,994.18</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	108606	SQ *DAVE LUERAS - KEYS FOR PD	29.90
	108609	ANIMAL MEDICAL CENTER OF - K9 ANIMAL CARE FOR LORD	159.50
	108617	UNITED 0167507139656 - FLIGHTS FOR VOS / TRAI	659.81
	108618	UNIFORMS AND ACCESSORIES - LONG & MCNAY NAMEPLATES	29.15
	108619	FORCE SCIENCE INSTITUT - VOS TRAINING IN TEXAS	495.00
	108652	BEARS NATURALLY CLEAN - FEBRUARY DRY CLEANING	600.38
	108715	RED ROBIN NO 20 - ROESNER TRAINING IN COLORADO	13.40
	108718	GUN DOG SUPPLY - K9 EQUIPMENT	280.80
	108726	BURGER KING #5256 - ROESNER TRAINING IN COLORADO	10.69
	108727	TEXAS ROADHOUSE #2032 - ROESNER TRAINING IN COLORA	24.99
	108735	THE HOME DEPOT #6005 - EQUIPMENT FOR FORENSIC COMP	9.97
	108740	BURGER KING #5256 -ROESNER TRAINING IN COLORADO	10.69
	108741	MCDONALD'S F22128 - ROESNER TRAINING IN COLORADO	10.90
	108742	LONGHORN STEAK 0125527 - ROESNER TRAINING IN COLOR	24.00
	108753	TEXAS ROADHOUSE FR #2176 - ROESNER TRAINING IN COL	31.00
	108754	MCDONALD'S F22128 - ROESNER TRAINING IN COLORADO	9.06
	108755	MCDONALD'S F22128 - ROESNER TRAINING IN COLORADO	12.20
	108762	WM SUPERCENTER #1485 - HAND SANITIZER & RUBBING AL	43.72
	108769	FBINAACHPTR - TRAINING FOR WELCH, ALGER & DEARCORN	900.00
	108773	EMPIRE 3596 - ROESNER TRAINING IN COLORADO	4.30
	108774	HOLIDAY INN EXPRESS - ROESNER TRAINING IN COLORADO	576.16
	108775	RED ROBIN NO 20 - ROESNER TRAINING IN COLORADO	17.00
	108776	WENDY'S #11966 - ROESNER TRAINING IN COLORADO	13.20
	108794	PAYPAL *RMTTA - WITHAM / SPRAGUE REFUND FOR CANCEL	-300.00
	108795	JOHN E. REID AND ASSOC - HUNTER TRAINING	575.00
	108796	NASRO - ROBERTSON SRO TRAINING	495.00
	108797	NASRO - GOETZ SRO TRAINING	495.00
	108798	NASRO - PARKER SRO TRAINING	495.00
	108799	FBINAACHPTR - BROTHERS TRAINING	300.00



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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>40-PD ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
108818	OFFICE DEPOT #2635 - LABELS & STAMP PAD	48.28
108844	NASRO - PALO SRO TRAINING	495.00
108862	FBINAACHPTR - WASSON TRAINING	300.00
	<b>VENDOR TOTAL:</b>	<b>6,869.10</b>
2400-WYOMING WATER SOLUTIONS		
108749	WYOMING WATER SOLUTIONS - WATER FOR PD & ACO	140.00
	<b>VENDOR TOTAL:</b>	<b>140.00</b>
	<b>DIVISION TOTAL:</b>	<b>7,009.10</b>
<b>41-DISPATCH</b>		
66666-MISC P-CARD VENDOR		
108696	THE HOME DEPOT #6005 - MICROWAVE FOR DISPATCH	178.00
108853	AMAZON.COM*533B89MC3 AMZN - DISPATCH SUPPLIES	17.98
	<b>VENDOR TOTAL:</b>	<b>195.98</b>
	<b>DIVISION TOTAL:</b>	<b>195.98</b>
<b>42-VOCA/VAWA</b>		
66666-MISC P-CARD VENDOR		
108808	HAMPTON INN-GILLETTE - EMERGENCY FINANCIAL FOR VIC	178.00
108859	VS TRACKING	359.00
	<b>VENDOR TOTAL:</b>	<b>537.00</b>
	<b>DIVISION TOTAL:</b>	<b>537.00</b>
<b>44-ANIMAL CONTROL</b>		
66666-MISC P-CARD VENDOR		
108697	COLLINS COMMUNICATIONS - UNIFORM EQUIPMENT	146.78
	<b>VENDOR TOTAL:</b>	<b>146.78</b>
	<b>DIVISION TOTAL:</b>	<b>146.78</b>
<b>45-ANIMAL SHELTER</b>		
66666-MISC P-CARD VENDOR		
108570	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
108607	VISTAPR*VistaPrint.com - BUSINESS CARDS	31.62

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
	108608	AMZN MKTP US*RA3XN6483 AM - DONATIONS	92.15
	108610	COMMUNITY VETERINARY CLI - RABIES	6.00
	108611	RED HILLS VETERINARY HOSP - SPAY & NEUTER	25.00
	108645	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	168.00
	108677	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	56.00
	108678	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
	108694	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER	180.00
	108698	AMZN MktP US*V218E5DN3 - ANIMAL CARE ITEMS	67.34
	108709	RED HILLS VETERINARY HOSP - DONATIONS & RABIES	61.36
	108711	RED HILLS VETERINARY HOSP - SPAY & NEUTER	200.00
	108719	CHEWY.COM - ANIMAL CARE FOR SHELTER	65.68
	108720	CHEWY.COM - ANIMAL CARE FOR SHELTER	15.74
	108736	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00
	108747	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	192.00
	108763	THE HOME DEPOT #6005 - DONATIONS	173.07
	108789	RED HILLS VETERINARY HOSP - SPAY & NEUTER	75.00
	108790	MENARDS GILLETTE WY - ANIMAL CARE FOR CAT CAGES	33.67
	108804	RED HILLS VETERINARY HOSP - SPAY & NEUTER	25.00
	108805	RED HILLS VETERINARY HOSP - DONATIONS	47.88
	108809	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	56.00
	108840	MENARDS GILLETTE WY - DONATIONS	93.95
	108848	RED HILLS VETERINARY H - RABIES	18.00
	108867	RED HILLS VETERINARY HOSP - SPAY & NEUTER / VACCIN	591.45
		VENDOR TOTAL:	2,424.91
		DIVISION TOTAL:	2,424.91
		DEPARTMENT TOTAL:	10,313.77

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-MAINT OF CITY BUILDINGS</b>		
66666-MISC P-CARD VENDOR		
108569	JEFF'S MEETING EXPENSE	105.74
108605	ACO MOVE	55.84
108620	ACO MOVE	359.99
108621	ACO MOVE	178.66
108644	ACO MOVE	85.37
108710	HAND SET FOR ECSC	424.21
108739	TRAINING	125.00
108745	WATER LEAK CITY HALL	120.60
108761	SUPPLIES	25.32
108788	SAFETY SUPPLIES CH	127.67
108854	REFUND HOTEL ROOM FOR JEFF	-1,128.00
	<b>VENDOR TOTAL:</b>	<b>480.40</b>
1511-NORCO INC		
108642	CUSTODIAL SUPPLIES	85.39
108746	SUPPLIES	64.86
	<b>VENDOR TOTAL:</b>	<b>150.25</b>
	<b>DIVISION TOTAL:</b>	<b>630.65</b>
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
108578	CERTIFIED PLAYGROUND SAFETY INSPECTOR TRAINING MAT	390.00
108579	MEMBERSHIP NATIONAL RECREATION & PARKS ASSOC	175.00
108629	PUCK LOCKS TO SECURE CITY RESTROOMS	434.10
108637	LATCH FOR DOG PARK/FLASHLIGHT FOR PLOW PRE-TRIP IN	14.98
108638	CARRIAGE BOLTS & WIRE HANGERS FOR DOG PARK	6.64
108666	STEVE LAYMAN SUPPLIES FOR WORKORDER 150123 TASK 3	91.94
108669	WESTRIDGE PLAYGROUND EQUIPMENT	95.64
108675	MATERIALS FOR ECSC STORAGE ROOM	19.23
108692	BATTERY CHARGERS DALBEY	104.97
108693	CORDS & SPLITTER FOR PLUGGING IN BATTERY CHARGERS	68.93

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
108706	TRAVEL CPO TRAINING CERTIFICATION	250.20
108714	MOUNTING HARDWARE	26.16
108743	HWY 59 SUPPLIES CUT BACK	327.80
108744	PADLOCKS FOR 2 GATES/ SIGN FASTNER TO EXPERIMENT	25.77
108756	MEETING EXPENSE HWY 59 MEDIANS	113.85
108785	ELECTRICAL SUPPLIES TO INSTALL/REPLACE LIGHTS AT V	49.88
	<b>VENDOR TOTAL:</b>	<b>2,195.09</b>
1511-NORCO INC		
108670	PAPER TOWELS FOR DISPENSERS IN FIRE STATION	54.58
108784	SMOKER POLE FOR SHELTERS & BUILDINGS	514.30
	<b>VENDOR TOTAL:</b>	<b>568.88</b>
	<b>DIVISION TOTAL:</b>	<b>2,763.97</b>
<b>54-STREETS</b>		
66666-MISC P-CARD VENDOR		
108759	DE-WATERING WELL REPAIRS	40.76
108787	BALL VALVE FOR PATCH TRUCK	15.99
108865	REPLACEMENT WASH BAY HOSE	238.00
	<b>VENDOR TOTAL:</b>	<b>294.75</b>
	<b>DIVISION TOTAL:</b>	<b>294.75</b>
	<b>DEPARTMENT TOTAL:</b>	<b>3,689.37</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>35-GEOGRAPHIC INFO SYSTEMS</b>		
66666-MISC P-CARD VENDOR		
108651	MARKING STAKES	87.44
108702	THE HOME DEPOT #6005	23.90
	<b>VENDOR TOTAL:</b>	<b>111.34</b>
	<b>DIVISION TOTAL:</b>	<b>111.34</b>
<b>60-ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
108628	MISCHARGE-REIMBURSED	9.44
108679	MARKING PAINT	6.22
	<b>VENDOR TOTAL:</b>	<b>15.66</b>
	<b>DIVISION TOTAL:</b>	<b>15.66</b>
<b>61-BUILDING INSPECTION</b>		
66666-MISC P-CARD VENDOR		
108588	OLD CHICAGO LOVELAND - DINNER WHILE AT CODE TRAINI	41.13
108616	TEXAS ROADHOUSE #2093 - DINNER WHILE AT CODE TRAIN	51.71
108650	FUZZY TACO WINDSOR - LUNCH WHILE AT CODE TRAINING	18.27
108659	FIVE GUYS 1880 QSR - LUNCH WHILE AT CODE TRAINING	34.31
108660	TEXAS ROADHOUSE #2093 - DINNER WHILE AT CODE TRAIN	44.96
108683	THE SUMMIT - DINNER WHILE AT CODE TRAINING IN DENV	65.67
108685	EMBASSY SUITES LOVELND - HOTEL FOR CODE TRAINING I	795.00
108701	EMBASSY SUITES LOVELND - HOTEL FOR CODE TRAINING I	795.00
108721	SQ *WYOMING CHAPTER IAEI -REGISTRATION FEE	340.00
108737	SQ *WYOMING CHAPTER IAEI - REGISTRATION FEE FOR TR	340.00
108738	INT'L CODE COUNCIL INC - BOOKS	159.00
108767	INT'L CODE COUNCIL INC - CODE BOOKS	46.40
108768	NFPA NATL FIRE PROTECT -DUES	1,575.00
	<b>VENDOR TOTAL:</b>	<b>4,306.45</b>
	<b>DIVISION TOTAL:</b>	<b>4,306.45</b>

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
63-PLANNING			
66666-MISC P-CARD VENDOR			
108568		AIRLINE FEE-CLARK ENCODE CONFERENCE	30.00
108708		MISCHARGE-REIMBURSED	134.84
108732		PLANNING COMMISSION DINNER	225.25
108758		PLANNING COMMISSION DINNER-REFUND TAX	-10.25
		<b>VENDOR TOTAL:</b>	<b>379.84</b>
		<b>DIVISION TOTAL:</b>	<b>379.84</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,813.29</b>
		<b>FUND TOTAL:</b>	<b>27,373.74</b>

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Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>		
<b>70-UTILITIES</b>		
<b>70-UTILITIES ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
108592	ZIPRECRUITER INC.-ONLINE JOB POSTINGS UTIL/EE MGR	1,199.00
108803	MONTHLY SERVICE CHARGE (2/15/20 TO 3/15/20)	37.49
108855	SHEET PROTECTORS (RETURN DUE TO QUALITY)	-49.98
108856	OFFICE SUPPLIES RETURN	-20.72
108868	OFFICE SUPPLIES (BUDGET BOOKS)	64.13
	<b>VENDOR TOTAL:</b>	<b>1,229.92</b>
	<b>DIVISION TOTAL:</b>	<b>1,229.92</b>
<b>71-ELECTRICAL ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
108688	THAT EMBROIDERY PLACE - UNIFORM EMBROIDERY	24.00
108731	Users Conference Registration fees - Trond Birk &	2,390.00
	<b>VENDOR TOTAL:</b>	<b>2,414.00</b>
	<b>DIVISION TOTAL:</b>	<b>2,414.00</b>
<b>76-SCADA</b>		
66666-MISC P-CARD VENDOR		
108566	RF OUTDOOR CLOTHING	476.48
108639	SCADA - HISTORIAN TRAINING CLASS	1,500.00
108822	THIS IS A FRAUDULANT CHARGE	74.94
	<b>VENDOR TOTAL:</b>	<b>2,051.42</b>
	<b>DIVISION TOTAL:</b>	<b>2,051.42</b>
	<b>DEPARTMENT TOTAL:</b>	<b>5,695.34</b>
	<b>FUND TOTAL:</b>	<b>5,695.34</b>

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
66666-MISC P-CARD VENDOR			
108585		WALLY SAFETY GLASS- WALLY PAID 6.00 TO CLERK FOR O	306.00
108600		SUPPLIES FOR 3 YARDERS AT NEW WORK SHOP	167.66
108734		SOLID WASTE MEETING EXPENSE	143.40
108748		GREASE TIPS FOR GREASE GUNS	36.94
		<b>VENDOR TOTAL:</b>	<b>654.00</b>
		<b>DIVISION TOTAL:</b>	<b>654.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>654.00</b>
		<b>FUND TOTAL:</b>	<b>654.00</b>



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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1197-BORDER STATES ELECTRIC			
	108699	WAT - S 18 UPGRADE	188.65
	108765	WAT - S 18 UPGRADE	58.57
	108869	WAT - S 18 UPGRADE	96.40
VENDOR TOTAL:			343.62
66666-MISC P-CARD VENDOR			
	108590	WARWS CONFERENCE REGISTRATION	395.00
	108663	PAINT FOR S18	34.59
	108686	REPLACEMENT TOOLS FOR UNIT 1700033	19.85
	108687	SUPPLIES FOR CAULKING AND PAINTING S-18	20.01
	108691	SPRAY FOAM INSULATION FOR HOLES IN PT BLDG	15.12
	108722	DOOR SWEEP FOR S-9; GROUT FOR FH-3	25.72
	108723	TOOL CAT UNIT 174; TIRE CHAINS	79.19
	108724	MATT LANGLEY DISTRIBUTION LEVEL 2 EXAM	100.00
	108752	PAINT FOR REGIONAL VALVES	17.61
	108764	WSO WATER TREATMENT, GRADE 2 STUDY BOOK	238.00
	108770	SUPPLIES FOR BLOCKING OFF COWS FROM MANIFOLD BLDG.	576.94
	108780	IMPACT AND SAWZALL REPLACEMENT TOOLS FOR UNIT 188	548.00
	108791	WAT - S 18 UPGRADE	69.49
	108813	PROTECTIVE TOOL BOOT	33.25
	108819	BUILDING MAINTENANCE MATERIALS	25.97
	108825	CLEANING SUPPLIES FOR UNIT 42	57.58
	108826	GRASS SEED FOR YARD REPAIRS	33.88
	108831	MEMBERSHIP FOR NACE ONLINE	150.00
	108834	2-YEAR MEMBERSHIP WITH NACE	290.00
	108841	PORTFOLIO FOR HOWARD JONES	29.23
	108842	CERTIFICATE HOLDER FRAMES FOR HOWARD	95.90
	108843	TOOLS FOR UNIT 173	10.98
VENDOR TOTAL:			2,866.31

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1511-NORCO INC			
108661		GLASS CLEANER-TRUCKS AND EQUIPMENT	10.73
108833		TYVEK SUITS FOR TRUCKS	86.86
		<b>VENDOR TOTAL:</b>	<b>97.59</b>
		<b>DIVISION TOTAL:</b>	<b>3,307.52</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,307.52</b>
		<b>FUND TOTAL:</b>	<b>3,307.52</b>

# Expenditure Approval Report

## Check Approval Date of 03/31/2020



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1197-BORDER STATES ELECTRIC			
	108582	ES - BOXELDER SUBSTATION UPGRADE PARTS	665.10
	108601	ES - BOXELDER SUBSTATION UPGRADE PARTS	71.16
	108640	ES - BOXELDER SUBSTATION UPGRADE PARTS	238.40
	108717	ES - BOXELDER SUBSTATION UPGRADE PARTS	153.87
	108807	ES - BOXELDER SUBSTATION UPGRADE PARTS	3.23
VENDOR TOTAL:			1,131.76
66666-MISC P-CARD VENDOR			
	108563	F.R. WORK PANTS	209.97
	108576	METERING	23.21
	108591	KMU SAFETY TRAINING/DINNER ON 3/2/20	31.22
	108612	WIRE NUTS	30.30
	108613	KMU SAFETY TRAINING (DINNER ON 3/2/2020)	33.77
	108630	KMU SAFETY TRAINING/DINNER ON 3/3/2020	39.33
	108631	TERMINATING TOOL	530.78
	108632	KMU SAFETY TRAINING/LUNCH ON 3/2/2020	8.37
	108646	KMU SAFETY TRAINING (DINNER ON 03/03/2020)	43.21
	108647	KMU SAFETY TRAINING (LUNCH ON 3/2/2020)	8.03
	108664	KMU SAFETY TRAINING HOTEL	220.32
	108665	KMU SAFETY TRAINING/LUNCH ON 3/4/2020	7.09
	108680	KMU SAFETY TRAINING (HOTEL)	220.32
	108681	KMU SAFETY TRAINING (LUNCH ON 3/4/2020)	8.69
	108689	TOOLS	37.75
	108728	CAULKING GUN	17.97
	108777	METER PARTS	194.40
	108778	WO156090 PATCH PANELS	270.00
	108800	TOOLS	13.74
	108821	METER PARTS	3.99
	108823	OFFICE SUPPLIES	29.23
	108830	SHOP SUPPLIES	20.78

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
108837		ES - BOXELDER SUBSTATION UPGRADE PARTS	199.65
108864		BATTERIES/HAND HELD RADIOS	988.90
		<b>VENDOR TOTAL:</b>	<b>3,191.02</b>
		<b>DIVISION TOTAL:</b>	<b>4,322.78</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,322.78</b>
		<b>FUND TOTAL:</b>	<b>4,322.78</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1197-BORDER STATES ELECTRIC			
	108584	WWTF - MUFFIN MONSTER PLC UPGRADE - CREDIT	-20.73
	108587	CONDUIT PARTS FOR NEW SAMPLER	449.42
	108626	SAMPLER CONDUIT PARTS	190.65
	108627	12 AWG WIRE	118.24
	108656	CONDUIT PARTS	15.41
	108657	UV SAMPLER CONDUIT PARTS	197.18
	108713	HOLE SEALS	291.60
	108806	CREDIT FOR RETURNED CONDUIT PARTS	-105.23
	108824	BRADY LABELER PRINT CARTIRDGES	106.70
	108872	RELAY BASES FOR UV SYSTEM	34.44
		<b>VENDOR TOTAL:</b>	<b>1,277.68</b>
66666-MISC P-CARD VENDOR			
	108562	PAINT SUPPLIES	111.94
	108575	HOTEL DURING BACKFLOW TRAINING	159.99
	108580	WW TREATMENT PLANT LEVEL 1 EXAM FOR DUSTIN MAXWELL	100.00
	108583	EFFLUENT SAMPLE SYSTEM	680.04
	108586	VINYL CLEAR TUBING AND CLAMPS FOR PLANT	27.03
	108594	AIR COMPRESSOR FOR TRAILER	99.00
	108595	2-PART EPOXY FOR GAS METER	7.69
	108596	WIRE BRUSHES FOR VACTOR AND PICKUP	11.98
	108597	WW TREATMENT PLANT LEVEL 3 EXAM	100.00
	108598	AIR HOSE FOR AIR COMPRESSOR	39.99
	108602	EFFLUENT SAMPLER SUPPLIES	207.02
	108603	EFFLUENT SAMPLE SYSTEM-UV BLDG	128.33
	108604	COLLECTION SYSTEMS LEVEL 2 EXAM	100.00
	108622	GREASE	370.70
	108623	UV SAMPLER SYSTEM PARTS	106.10
	108624	FILTERS	270.48
	108625	UNI-STRUT STRAPS	19.15

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	108653	FILTERS FOR MAU901	37.14
	108654	FILTERS FOR MAU901	116.85
	108655	FILTERS FOR MAU901	102.56
	108658	NUTS AND BOLTS	36.34
	108662	LAB SUPPLIES	163.18
	108671	PVC FOR UV BLDG.	40.56
	108672	PVC FOR UV BLDG.	128.58
	108673	PLUMBING SUPPLIES	28.45
	108674	SUPPLIES FOR UV BLDG.	78.84
	108676	EFFLUENT SAMPLER SUPPLIES	26.12
	108684	PHONE CASE; UNIT 3 SPOTLIGHT	46.98
	108704	FILTERS FOR AC902A	51.99
	108750	DRAIN BLADDERS FOR THE PLANT	63.88
	108751	FITTINGS FOR AC901 AND AC902	24.12
	108801	PIPE FITTINGS FOR AC901 AND AC902	65.98
	108810	RADIATOR CAPS FOR ENGINE GENERATORS	11.86
	108812	CHAIN FOR TRUCK BOX DOOR	15.99
	108820	LAB SUPPLIES	504.70
	108828	SHIPPING TESTING KIT FOR CALIBRATION	48.14
	108829	UNIT 36 SEAT STRAP FOR COMPUTER STAND	1.69
	108832	LAB SUPPLIES	99.70
	108836	TOOLS FOR COLLECTION TRAILER	658.69
	108845	CLEANING SUPPLIES FOR GRIT; IMPACT FOR PLANT OPERA	306.93
	108846	PAINTING SUPPLIES FOR ALL BUILDINGS	130.25
	108847	PAINT FOR BUILDINGS	546.00
	108849	OFFICIAL AND PRACTICE TESTS	983.29
	108852	MANHOLE RISER RINGS	330.80
	108857	CEU COURSE IN ANALYTICAL CHEMISTRY TECHNIQUES	36.95
	108863	PIPE FITTING TOOLS	122.38

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>		
<b>70-UTILITIES</b>		
<b>75-SEWER</b>		
66666-MISC P-CARD VENDOR		
108871	AUTOMATIC DRAIN VALVE FOR AC901 AND AC902	96.13
108873	IDEC RELAYS AND BASES	39.00
108877	PARTS FOR BP901	58.11
108878	TEST KIT CALIBRATIONS	114.15
	<b>VENDOR TOTAL:</b>	<b>7,655.77</b>
1511-NORCO INC		
108835	ICE CLEATS	68.58
108839	SAFETY SUPPLIES	75.47
	<b>VENDOR TOTAL:</b>	<b>144.05</b>
1697-NORTHWEST SCIENTIFIC INC		
108589	LAB GLOVES	440.48
108725	GAS SAFETY ROOM	374.56
108874	LAB SUPPLIES	493.15
	<b>VENDOR TOTAL:</b>	<b>1,308.19</b>
	<b>DIVISION TOTAL:</b>	<b>10,385.69</b>
	<b>DEPARTMENT TOTAL:</b>	<b>10,385.69</b>
	<b>FUND TOTAL:</b>	<b>10,385.69</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1511-NORCO INC		
108703	SUPPLIES CITY WEST FOR WAREHOUSE FLOOR CUSTODIAL	20.40
	VENDOR TOTAL:	20.40
	DIVISION TOTAL:	20.40
	DEPARTMENT TOTAL:	20.40
	FUND TOTAL:	20.40



**Expenditure Approval Report**  
**Check Approval Date of 03/31/2020**



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
	108593	FUEL ELECTRICAL	43.00
	108643	PARTS FOR GENERATOR ROLLERS	115.94
	108667	FUEL ELECTRICAL	38.00
	108668	BIG D #54 - FUEL FOR PD 2	21.54
	108695	WORKBENCH	379.99
	108707	PILOT 00007591 - FUEL PD 41	25.80
	108771	PHONE REPAIR	315.00
	108772	CREDIT FOR TAX CHARGED ON PHONE REPAIR	-15.00
	108781	SHELL OIL 57446511305 - FUEL PD 10	39.74
	108782	4KUM & GO #994 - FUEL PD 41	34.50
	108783	JOHN DEERE HYDRAULIC FLUID	41.99
	108860	2 PHONE CASES	75.14
	108861	DIESEL FUEL TANK SAMPLER	492.57
		<b>VENDOR TOTAL:</b>	<b>1,608.21</b>
		<b>DIVISION TOTAL:</b>	<b>1,608.21</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,608.21</b>
		<b>FUND TOTAL:</b>	<b>1,608.21</b>
		<b>GRAND TOTAL:</b>	<b>53,367.68</b>



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Resolution for Amendment of the Cam-Plex Special Events Account.

**BACKGROUND:**

Campbell County Public Land Board requests authority to revise its Cam-Plex Special Events Account policy to allow it to expend funds from the Account without prior written approval of the City of Gillette and/or the Campbell County Commissioners for only 1) loan repayment of the WBC loan dated May 17, 2019; or 2) other expenses related to renovation and remodel of the Cam-Plex Energy Hall and Heritage Center. In addition the funds expended are not subject to the matching requirement to the Operations Reserve Fund for expenditures in excess of \$35,000.00.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

Council Consideration of a Resolution for Amendment of the Cam-Plex Special Events Account.

**STAFF REFERENCE:**

Anthony Reyes, City Attorney

**ATTACHMENTS:**

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☐ [Resolution Special Events Account](#)

RESOLUTION FOR AMENDMENT OF THE CAM-PLEX SPECIAL EVENTS ACCOUNT

WHEREAS, the Campbell County Public Land Board adopted a revised the Cam-Plex Special Events Account policy on November 9, 2017, as approved by the Campbell County Commissioners and the City of Gillette; and,

WHEREAS, the Campbell County Public Land Board has entered a loan agreement with the Wyoming Business Council to obtain funds in the amount of Two Million Dollars (\$2,000,000) for the renovation and remodel of the Cam-Plex Energy Hall and the Heritage Center, herein the "WBC loan"; and,

WHEREAS, it is anticipated that a portion of the funds for repayment of the WBC loan will be made from the Cam-Plex Special Events Account; and,

WHEREAS, the City of Gillette and Campbell County are in agreement that the Cam-Plex Special Events Account policy shall be amended to provide for said payments and do hereby consent to the use of funds from the Cam-Plex Special Events Account for the payment of the Wyoming Business Council Loan as provided herein;

NOW, It Is Hereby Resolved, that the Cam-Plex Special Events Account policy shall be amended as follows:

The Campbell County Public Land Board is authorized to expend or withdrawal of funds from the Cam-Plex Special Events Account, without prior written approval of the City of Gillette and the Campbell County Commissioners, for loan repayment of the WBC loan dated May 17, 2019, or other expenses related to renovation and remodel of the Cam-Plex Energy Hall and Heritage Center. The funds expended shall not be subject to the matching requirement to the Operations Reserve Fund for expenditures in excess of \$35,000.00.

This resolution was adopted by the Campbell County Land Board this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Don Hamm, Chairman

Attest:

\_\_\_\_\_  
Charlene Camblin, Secretary

APPROVED

This Resolution For Amendment of the Cam-Plex Special Events Accounts is approved  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City of Gillette.

\_\_\_\_\_  
Louise Carter-King, Mayor

This Resolution For Amendment of the Cam-Plex Special Events Accounts is approved  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Campbell County Commissioners.

\_\_\_\_\_  
Dg Reardon, Chairman



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**DATE:** 5/19/2020 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:**

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☐ [Conflict Claims](#)

**Expenditure Approval Report**  
**Check Approval Date of 05/19/2020**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2710-TIM CARSRUD			
	109200	INTERNET REIMBURSEMENT	30.90
VENDOR TOTAL:			30.90
DIVISION TOTAL:			30.90
DEPARTMENT TOTAL:			30.90
FUND TOTAL:			30.90
GRAND TOTAL:			30.90



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CITY OF GILLETTE

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Mayor Carter-King - \$32.49

**BACKGROUND:**

Internet Reimbursement - \$32.49

**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:**

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☐ [Conflict Claims](#)

**Expenditure Approval Report**  
**Check Approval Date of 05/19/2020**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	109201	INTERNET REIMBURSEMENT	32.49
VENDOR TOTAL:			32.49
DIVISION TOTAL:			32.49
DEPARTMENT TOTAL:			32.49
FUND TOTAL:			32.49
GRAND TOTAL:			32.49





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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

A Proclamation Designating May 19, 2020 as *Leta Tanner Day* in the City of Gillette.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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No Attachments Available



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Phone (307)686-5200  
CITY OF GILLETTE

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

An Ordinance of the City of Gillette Amending Chapter Fourteen to Include a New Section Titled "Games of Skill" and Providing for an Effective Date.

**BACKGROUND:**

(4/07/2020) Ordinance 3rd Reading: **3rd reading postponed until May 19, 2020**

(3/03/2020) Ordinance 2nd Reading: 6/0 (Councilman Carsrud absent)

(2/18/2020) Ordinance 1st Reading: 7/0

The City does not regulate electronic systems or devices that affords an opportunity for the exercise of skill or judgment where the outcome is not completely controlled by chance alone, for the purpose of wagering. Because the devices are not regulated and there are issues regarding payouts from the devices, proper functioning of the devices, and minors using the devices, the devices jeopardize the public health safety and welfare of the City. The City is specifically authorized to, "[r]egulate, prevent or suppress ...conduct which disturbs or jeopardizes the public health, safety, peace or morality, in any public or private place." The City ordinance will require a permit for the devices; set the criteria to obtain a permit; set a fee for the permit; and regulate the use and location of the devices.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Approval of an Ordinance of the City of Gillette Amending Chapter Fourteen to Include a New Section Titled "Games of Skill" and Providing for an Effective Date, on Third and Final Reading.

**STAFF REFERENCE:**

Anthony Reyes, City Attorney

**ATTACHMENTS:**

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AN ORDINANCE OF THE CITY OF GILLETTE AMENDING CHAPTER FOURTEEN TO  
INCLUDE A NEW SECTION TITLED “GAMES OF SKILL”AND PROVIDING FOR AN  
EFFECTIVE DATE.

WHEREAS, the Governing Body of the City of Gillette desires to revise Chapter 14, to include Section 14-42 in the Gillette City Code.

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

SECTION ONE. Chapter 14 of the Gillette City Code, is amended to include the following offense:

§14- 42 Games of Skill.

A. Legislative Finding and Declaration.

(1) The City of Gillette expressly finds and declares that:

- (a) The use of an electronic system or device that affords an opportunity for the exercise of skill or judgment where the outcome is not completely controlled by chance alone, for the purpose of wagering (“Device”) jeopardizes the public morality;
- (b) Device(s) are unregulated and therefore the owner is under no obligation to require that the Device is inspected by a neutral party to make sure the Device is functioning properly thereby jeopardizing the public health and safety of the citizens of Gillette.
- (c) The Device(s) are unregulated and therefore no mechanism exists that allows a patron to collect the prize money advertised by the Device for a win other than to request the funds from the bar thereby jeopardizing the public health and safety of the citizens of Gillette.
- (d) The Device(s) are found predominately in liquor establishments. According to City Code minors are allowed in certain establishments until 2:00am. Because the Device(s) are unregulated, minors are not prohibited from using

the Device to wager thereby jeopardizing the public health and safety of minors.

- (e) The City cannot prohibit the Device(s) as gambling devices.
  - (f) The City is authorized to regulate Device(s) to promote the health, safety and welfare of the citizens of the City of Gillette.
- (2) This Ordinance is adopted to promote the health, safety and welfare of the citizens of the City of Gillette.

B. Definitions.

- (1) For the purposes of this Chapter only, the following words and phrases shall mean:
- (a) “Device” means an electronic system or device that affords an opportunity for the exercise of skill or judgment where the outcome is not completely controlled by chance alone, for the purpose of wagering.
  - (b) “Wager” means the act of betting a sum of money on the outcome of an unpredictable event.
  - (c) “Permit” means a permit issued by the Gillette City Clerk.
  - (d) “Certificate or Certification” means the required certification from an independent third party authorized by law to designate the Device as a skill game.

C. Applications and Fees

- (1) The City retains authority to license and regulate, or prohibit the use of Devices. The City retains sole authority to approve or deny a Permit, or to place conditions on the issuance of the Permit.
- (2) Any person, corporation or association requesting a Permit authorized by this Section shall apply to the City Clerk before 3:00pm for issuance on the same day.

- (3) The application shall be made under oath. The application shall be filed in the office of the City Clerk and shall contain the following information:
- (a) The location and/or building in which the Device(s) will be placed, no location and/or building may have more than (5) Devices; and
  - (b) The name, age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership; and
  - (c) A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law within ten (10) years prior to the filing of the application; and
  - (d) If the applicant is a corporation:
    - (i) The name, age and residence of each officer, director and stockholder holding or owning, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation; and
    - (ii) Whether any officer, director or stockholder with ten percent (10%) or more ownership has been convicted of a felony under Wyoming law within ten (10) years.
  - (e) If the applicant is a limited liability company:
    - (i) The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership or membership interest of the limited liability company; and
    - (ii) If any officer, manager or member with ten percent (10%) or more ownership has been convicted of a felony under Wyoming law within ten (10) years.
  - (f) The number of Devices and the maximum payout of each Device; and

- (g) Proof of the ability to pay the combined maximum payout of every Device at a location in the form of insurance, surety bond, or an escrow account funded with the maximum winnings; and
  - (h) Certificate for each Device from an independent third party designating the machine as a skill game; and
  - (i) Any software or game update requires a new Certificate; and
  - (j) Annual Certification is required for every Device; and
  - (k) Proof of Certification must be displayed on each Device to allow for inspection; and
  - (l) The site and the zoning of the site where the applicant will place the Device; and.
  - (m) The name and address of the owner of the machine and a copy of any rental or lease agreement between the owner and Permittee.
- (4) No person or partner shall have any interest, directly or indirectly, in a Permit unless he signs and verifies the application for the Permit. No corporation shall be granted a Permit unless two (2) or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one (1) individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a Permit unless at least one (1) of the officers, managers, or if there are no officers or managers, at least one (1) of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true.
- (5) A Permit shall not be held by or issued to:

- (a) The Mayor, member of the City Council or County Commissioner for Campbell County, Wyoming;
  - (b) Any person employed by the State, the City of Gillette, the Campbell County Sheriff's Department as a law enforcement officer or any person who holds office as a law enforcement officer through election.
  - (c) Any person under the age of twenty-one (21) years.
- (6) A Permit is valid for one year from July 1. The fee for a Permit is one thousand two hundred dollars (\$1,200.00); and five hundred dollars (\$500.00) for each Device. Any location and/or building may have a maximum of five (5) Devices. Additional Devices added during the year are not prorated.
  - (7) Applications for renewal shall be filed no later than thirty (30) days prior to expiration.
  - (8) The applicant shall provide with the application or application for renewal the fee of one thousand two hundred dollars (\$1,200.00) for the Permit; and five hundred (\$500.00) dollars for each Device.
  - (9) Fees required to be tendered under this Section shall be paid to the Gillette City Clerk by means of cash, personal check, or business check.
  - (10) An applicant for a renewal Permit may appeal to the City Administrator from an adverse decision by the City Clerk. No applicant for a new Permit shall have a right of appeal from the decision of the City Clerk denying an application.
  - (11) Permits are nontransferable.
  - (12) Every Permittee shall display its Permit at all times in a prominent place at each public entrance.

D. Prohibited Use of Devices

- (1) It is unlawful for any person, corporation or association to offer to the public or to utilize a Device, without a Permit.



- (2) It is unlawful for any person, corporation or association to offer to the public or to utilize a Device, without a Certificate.
- (3) It is unlawful for any person, corporation or association to offer to the public or to utilize a Device between the hours of 2:00am and 6:00am.
- (4) It is unlawful for any person, corporation or association, with or without a Permit, to offer use of a Device to any person under the age of twenty-one (21) years.
- (5) It is unlawful for any person, corporation or association to place more than five (5) Devices at any location and/or building.
- (6) It is unlawful for any person under the age of twenty-one (21) years to use a Device.

E. Penalties

- (1) Any person, corporation or association who violates any provision of this Ordinance is guilty of a misdemeanor and shall be fined not more than seven hundred and fifty dollars, imprisoned for not more than six (6) months, or both. Each day of non-compliance with any provision of this ordinance shall constitute a separate offense. Each Device in non-compliance with any provision of this ordinance shall constitute a separate offense.
- (2) In addition, to the above penalties, any person, corporation or association who is convicted of violation of any provision of this Ordinance is subject to an administrative fee:
  - (a) First conviction for a violation of this Section, the Permittee shall pay the City Clerk, an administrative fee in the amount of five hundred dollars (\$500.00);
  - (b) Second conviction, within a twelve (12) month period, for a violation of this Section, the Permittee shall pay the City Clerk, an administrative fee in the amount of one thousand dollars (\$1,000.00);

- (c) Third conviction, within a twelve (12) month period, for a violation of this Section, the Permittee shall pay the City Clerk, an administrative fee in the amount of one thousand five hundred dollars (\$1,500.00) and its Permit will immediately be revoked;
  - (d) All administrative fees shall be paid to the City Clerk within ten (10) days. Failure to pay an administrative fee will result in immediate revocation of the Permit.
- (3) In addition, to the above penalties, all non-permitted Devices, wagering records, and wagering proceeds are subject to seizure by any peace officer and shall be disposed of in accordance with Wyoming law.
  - (4) In addition, to the above penalties, the City reserves the right to immediately revoke any Permit for an egregious violation of this Section. An egregious violation of this Section is determined at the sole discretion of the City.

F. Inspection

- (1) The City police may enter and inspect every location and/or building or place business that offers a Device for purposes of inspection of the Certificate or to check identification of patrons using the Device pursuant to this Section, or any other lawful reason, during regular business hours.

G. Effective Date

- (1) This ordinance is effective July 1, 2020.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2020.

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration to Extend the Serving Area for Bar & Liquor, LLC, d.b.a. Grinners and the Axe House, Located at 5201 S Douglas Hwy, to Include a 60' X 35' Fenced Area North of the Building, Adjacent to the Main Bar Entrance and Contiguous to the Axe House.

**BACKGROUND:**

Toni Bell is requesting to extend their serving area to include a fenced area, accessible from the bar and the Axe House. The plan is to erect a 7' privacy fence around the area with appropriate signage and restrictions for minors. Toni was notified that the fencing would require two man gates, remotely located, and equipped with panic hardware, as regulated by Deputy Chief Building Official Brown. Toni stated that their contractor, Hladky Construction, would be notified of the requirements.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Approval of the Extension of the Serving Area for Bar & Liquor, LLC, d.b.a. Grinners and the Axe House, Located at 5201 S Douglas Hwy, to Include a 60' X 35' Fenced Area North of the Building, Adjacent to the Main Bar Entrance and Contiguous to the Axe House.

**STAFF REFERENCE:**

**DIAGRAM** - Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Letter of Request](#)

☐ [Diagram](#)

☐ [Listing of Service Area Extensions](#)

May 6, 2020

Bar & Liquor, LLC  
dba Granners  
dba Axe House  
2001 W Lakeway Road, Suite A  
Gillette, WY 82718

City of Gillette  
c/o Cindy Staskiewicz, CMC  
via – email

Dear Mayor and Council,

Bar & Liquor, LLC dba Granners dba Axe House, respectfully submit a request for approval of our proposed outdoor patio as an extension of our service area at 5201 S Douglas Hwy, Gillette, WY 82718. Please see attached drawing (not to scale) of our proposed area which is approximately a 60' x 35' space north of the building adjacent to the main entrance to the bar and along the Axe House area. We plan to install a 7ft privacy fence around the entire area with appropriate signage and restrictions to minors.

We appreciate your consideration.

Sincerely,

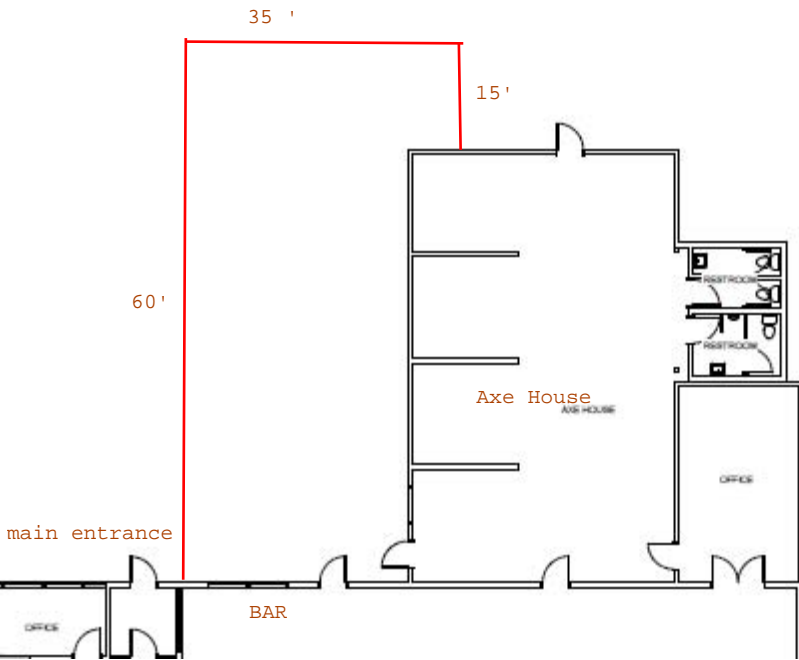
A handwritten signature in black ink that reads "Toni L Bell". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Toni L Bell  
Co-Owner

Enc: estimated drawing.

Bar & Liquor LLC - Proposed fenced area adjacent to bar for permanent outdoor patio/seating.

NOT TO SCALE



## **APPROVED EXTENDED SERVING AREAS**

### **Mingles**

7/22/2011, Council approved a 24' X 57' (1,368 sq. ft.) patio on the south side of the building (in front of Uncle Fredies).

9/4/2012, Council approved a 57' X 76' (4,322 sq. ft.) volleyball pit on the east side of the building.

### **Jake's Tavern**

5/21/2012, Council approved a 30' X 35' (1,050 sq. ft.) patio on the north side of the building.

### **Prime Rib Restaurant**

1/22/2013, Council approved an 11' X 10' (110 sq. ft.) patio on the east side of the building.

### **Pizza Carrello (Formerly Prairie Fire Brewing)**

6/17/2013 (requested by Prairie Fire Brewing) Council approved a 15' X 50' (750 sq. ft.) patio on the south side of the building.

### **Gillette Brewing Company**

5/20/2013, Council approved a 45' X 11' patio on the east side of the building.

### **Buffalo Wild Wings**

3/18/2014, Council approved a 56' X 8" (448 sq. ft.) patio on the south side of the building

### **Fiesta Tequila (Formerly 311 Restaurant)**

8/5/2014, Council approved a 60' X 24' (1,440 sq. ft.) patio on the south side of the building.

### **Los Compadres**

On 4/21/2015, Council approved a 6' X 15' (90 sq. ft.) patio in front of the building.

### **Ruby Tuesday**

4/4/2017, Council approved a 67' X 17' (1,139 sq. ft.) patio on the north side of the building.

### **Las Margaritas**

5/2/2017, Council approved a 24' X 24' (576 sq. ft.) patio on the south side of the building.

### **Legends Lounge**

1/2/2018, Council approved a 16' X 22' (352 sq. ft.) area to include the smoking hut on the east side of the building.

### **Montgomery Bar**

6/18/2019, Council approved a 20' X 30' fenced patio on the west side of the building.

### **Grinners & the Axe House**

5/19/2020, Council Consideration of a 60' X 35' fenced area north of the building, adjacent to the main bar entrance and contiguous to the Axe House.



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Dalbey Park to Gillette College Pathway – Phase 2 Project to Wyoming Earthwork Corporation of Rozet, WY, in the Amount of \$394,223.47 (WYDOT TAP Grant and 1% Project).

**BACKGROUND:**

This project is for the second phase of the pathway between Dalbey Park's path at the Edwards/Highway 59 intersection to the sidewalk into the Gillette Technical Center near the 4-J/Enzi/West 4-J intersection, mostly along Donkey Creek. The project will consist of a 4850 feet of 10' wide concrete sidewalk including benches, trash containers and animal waste bag dispensers. Weather dependent, the project should be complete by the end of September. The WYDOT Tap grant is providing for 80% of the funds for this work. There were a total of 5 bidders with the bid results summarized below.

Bid Result summary:

<b>1. Wyoming Earthmoving Corp. of Rozet, WY -</b>	<b>\$394,223.47</b>
2. Powder River Construction of Gillette, WY -	\$430,403.80
3. Mountain Peak Builders of Gillette, WY -	\$509,376.84
4. Hladky Construction of Gillette, WY -	\$512,769.15
5. S&S Builders of Gillette, WY -	\$564,456.00
Engineers Estimate -	\$659,993.50

Due to the low bids received, staff has also gained approval from WYDOT staff to utilize the remaining TAP Grant funds for an additional pathway project to be bid. City staff is preparing plans to bid out another section of pathway in the area to provide access to the Westwood High School Cul-d-sac and around the Donkey Creek Festival grounds. The new section of pathway was anticipated to be constructed with a Phase 3 pathway project, but staff recommends accelerating this project due to having remaining TAP Grant funds. This additional project will also have a cost split of 80% federal funds and 20% city funds. The

City must pay all the costs during the project and WYDOT will reimburse the city for the federal share.

**ACTUAL COST VS. BUDGET:**

This Project is fully funded by the 1% Optional Sales Tax (20%) and the WYDOT TAP Grant (80%). The total cost for construction is \$394,223.47 for this pathway project.

**SUGGESTED MOTION:**

I move for Approval of a Bid Award for the Dalbey Park to Gillette College Pathway – Phase 2 Project to Wyoming Earthwork Corporation, in the Amount of \$394,223.47 (WYDOT TAP Grant and 1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [Map](#)

☐ [Wyoming Earthwork Bid](#)



Figure 1


# Dalbey Park - Gillette College Pathway - Phase II

11/27/2019



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

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.



1 inch = 333.33 feet  
1 in = 0.06 miles

November 26, 2019

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

City of Gillette, GIS Division, Campbell County, City of Gillette, GIS Division, National Hydrography Dataset, City of Gillette, City of Gillette, GIS Division, Public Land Survey System, Bureau of Land Management



**SECTION 00300**  
**BID FORM**  
**DALBEY PARK T0 GILLETTE COLLEGE PATHWAY, PHASE II**  
**16EN48**

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:
- City of Gillette, City Warehouse  
800 N Burma Ave  
P.O. Box 3003  
Gillette, WY 82717
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents:
- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>#1</u>	<u>3/16/2020</u>
<u>          </u>	<u>                  </u>
<u>          </u>	<u>                  </u>

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- E. Bidder is a corporation or limited liability company? YES (X) NO ( )  
If yes, the Bidder is registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES (X) NO ( )
- F. Bidder acknowledges the wage requirements listed in Section K.



Dalbey Park to Gillette College Pathway Phase II 17EN33 CD18408						
ITEM	SPEC	DESCRIPTION	Quantity	UNIT	COST	Extended
	REF NO.					\$ -
1	1020.01	Mobilization	1	LS	\$ 13,500.00	\$ 13,500.00
2	1020.02	Bonds	1	LS	\$ 12,500.00	\$ 12,500.00
3	1020.03	Force account	1	LS	\$ 10,000.00	\$ 10,000.00
4	1500.11	Construction Stormwater Management	1	LS	\$ 2,500.00	\$ 2,500.00
5	1510.01	Traffic Control/Construction Signing	1	LS	\$ 1,500.00	\$ 1,500.00
6	1510.03*	Project Identification Sign	1	EA	\$ 2,500.00	\$ 2,500.00
7	2075.04	Removal of Sidewalk	1365	SF	\$ 2.50	\$ 3,412.50
8	2075.06	Removal of Cub & Gutter	110	LF	\$ 18.80	\$ 2,068.00
9	2190.04*	Crusher Fines	532	SY	\$ 6.57	\$ 3,495.24
10	2210.01	Unclassified Excavation above Subgrade	114	CY	\$ 24.56	\$ 2,799.84
11	2210.03	Rejected Material Disposal	10	CY	\$ 30.00	\$ 300.00
12	2210.05	Imported Borrow	492	CY	\$ 12.50	\$ 6,150.00
13	2220.03	Underground Facility Locates	1	EA	\$ 500.00	\$ 500.00
14	2231.014	4" Aggregate Base	6095	SY	\$ 6.09	\$ 37,118.55
15	2273.01	Riprap, Class 1	16	CY	\$ 50.00	\$ 800.00
16	2280.01	Place Topsoil	677	CY	\$ 4.73	\$ 3,202.21
17	2280.03	Stockpile Topsoil	677	CY	\$ 4.73	\$ 3,202.21
18	2528.01	New 24" Curb & Gutter	110	LF	\$ 112.75	\$ 12,402.50
19	2530.015	5 Sidewalk	44612	SF	\$ 4.35	\$ 194,062.20
20	2530.016	6" Sidewalk	3920	SF	\$ 5.27	\$ 20,658.40
21	2725.0136	Install RCP Drain 36"	74	LF	\$ 135.00	\$ 9,990.00
22	2725.0418	Install Polyethylene Storm Drain 18"	60	LF	\$ 41.66	\$ 2,499.60
23	2725.0424	Install Polyethylene Storm Drain 24"	40	LF	\$ 55.00	\$ 2,200.00
24	2725.0836	36" Concrete FES	6	EA	\$ 2,500.00	\$ 15,000.00
25	2725.1118	18" Polyethylene FES	6	EA	\$ 973.25	\$ 5,839.50
26	2725.1124	24" Polyethylene FES	4	EA	\$ 1,059.18	\$ 4,236.72
27	2900.09	Hydroseeding	2.8	AC	\$ 3,500.00	\$ 9,800.00
28	2900.17*	Bench	3	EA	\$ 1,312.00	\$ 3,936.00
29	2900.18*	Trash Container	5	EA	\$ 1,035.00	\$ 5,175.00
30	2900.19*	Dog Bag Dispenser	5	EA	\$ 575.00	\$ 2,875.00
* Items that relate to special conditions in the specifications.						
		Total				\$ 394,223.47
<b>ARTICLE 5 – BASIS OF BID</b>						
5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):						
TOTAL BASE BID in Words <u>Three-hundred ninety-four thousand, two-twenty three and forty-seven</u>						
Unit Price work has been computed in accordance with Paragraph 11.03.B of the General Conditions.						
17   Section 00300						

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Note: The Disadvantage Business Enterprise Participation Certification form is required showing that DBE were contacted. Failure to submit this form will disqualify the bid.

**Proposed Sub Contractor**

**Proposed Work**

Broken Link Construction

Concrete Work

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Disadvantaged Business Enterprise Participation Certification – see attached form at end of section.**

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 100 working days after the date when the Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 10 working days after the date of Substantial Completion. Work time can be stopped and restarted due to cold weather or delays on equipment arrivals, at the contractor request with issuance of stop and start documentation.

Working Day contract times include no allowance for adverse weather days. Fixed Completion Date contract times include an allowance for adverse weather days in accordance with Article 4 of Section 00500 – The Agreement between Owner and Contractor.

- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid Security in the form of Bid Bond.
  - B. As required, a list of Project References
  - C. As required, the BIDDER'S Qualification Statement with supporting data.
  - D. Disadvantaged Business Enterprise Participation Certification.

## ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL-if available)  
(Individual's Signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL-if available)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: Wyoming Earthmoving Corporation (SEAL-if available)

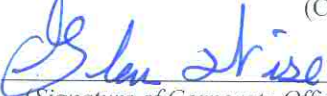
State of Incorporation: Wyoming

Type (General Business, Professional, Service, Limited Liability): Business

By:   
(Signature – attach evidence of authority to sign)

Name (typed or printed): David Wise

Title: President  
(CORPORATE SEAL-if available)

Attest:  Vice President  
(Signature of Corporate Officer)

Bidder's Business address: P.O. Box 454 Rozet, WY 82727

Phone: 307-257-1441 Facsimile: \_\_\_\_\_

Submitted on April 8, 20 20.

Contractor License No. 1277.



☐ Bidder does not intend to subcontract

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
Alexander Construction Co. PO Box 24 Wheatland, WY 82201	Concrete work	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Advanced Traffic Services, LLC 2323 S. Troy Street, Bldg. 1 Suite 300A Aurora, CO 80014	Traffic Control	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Asphalt Plus, Inc. 425 Johnson Lane Billings, MT 59101	Concrete work	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response

					<input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Bairco Construction, Inc. 1164 Road 7 Lovell, WY 82434	Gravel Surfacing and hauling	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	
Contractor Services Inc PO Box 1306 North Platte, NE 69103	Traffic Control	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	
Pavement Solutions, Inc. P.O. Box 1790 Queen Creek, AZ 85142	Concrete Work	Email	4/3/2020	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	
Hydro Logic, LLC P.O. Box 427 Ten Sleep, WY 82442	Hydroseeding	Email	4/7/2020	<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input checked="" type="checkbox"/> Quote submitted – Not used	
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used	





# Wyoming Earthmoving Corporation

PO Box 454 Rozet, WY 82727

Telephone 307-257-1441

Admin@wyoearth.com

I Glen Wise Vice President of Wyoming Earthmoving Corporation, a Wyoming Corporation, hereby certify that the following resolution was duly adopted by the Board of Directors of Wyoming Earthmoving Corporation effective January 6, 2016.

RESOLVED, that on the 20 day of July, 2016, David Wise who was appointed as President of Wyoming Earthmoving Corporation on the 6<sup>th</sup> day of January hereby is authorized and directed to enter into, sign, execute, deliver and perform on behalf of Wyoming Earthmoving Corporation.

I further certify that on this date, said RESOLUTION has not been amended or repealed, that it is still in full and effect and that David Wise is still President of Wyoming Earthmoving Corporation.

IN WITNESS WHEREOF, I set my hand and affixed the seal of Wyoming Earthmoving Corporation this 20 day of July, 2016.

  
Glen Wise-Vice President



SUBSCRIBED AND SWORN TO before me by Glen Wise, Vice President of Wyoming Earthmoving Corporation this 20 day of July, 2016.

Witness my hand and official seal.

  
Notary Public

## BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address):

WYOMING EARTHMOVING CORPORATION  
P.O. BOX 454  
ROZET, WY 82727

SURETY (Name and Address of Principal Place of Business):

WESTCHESTER FIRE INSURANCE COMPANY  
436 WALNUT STREET WA10H,  
PHILADELPHIA, PA 19106

OWNER (Name and Address):

City of Gillette  
201 East Fifth Street  
PO Box 3003  
Gillette, WY 82716

BID

Bid Due Date: **APRIL 8, 2020**

Project (Brief Description Including Location):

**DALBEY PARK TO GILLETTE COLLEGE PATHWAY-PHASE II, 17EN33**

BOND

Bond Number: **BID BOND**

Date (Not later than Bid due date): **APRIL 8, 2020**

Penal sum FIVE PERCENT OF AMOUNT BID

(Words)

5%

(Numerals)

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

WYOMING EARTHMOVING CORPORATION (Seal) WESTCHESTER FIRE INSURANCE COMPANY (Seal-If Avail)

Bidder's Name and Corporate Seal (If Avail)

Surety's Name and Corporate Seal

By:

Signature and Title

By:

Signature and Title **JAMES P. ALLEN, ATTORNEY-IN-FACT**  
(Attach Power of Attorney)

Attest:

Signature and Title

Attest:

Signature and Title

Note: Above addresses are to be used for giving required notice.



# CHUBB®

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Patrick Allen

Surety Bond Number: Bid Bond

Obligee: City of Gillette

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of November, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 1<sup>st</sup> day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 8, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Animal Control Renovation Project by Norton Construction, in the Amount of \$876,958.38 (1% Project).

**BACKGROUND:**

The Animal Control Renovation Project (20EN04) included renovating most of the existing Animal Control building. The remodel was necessary to remediate water damage throughout the building caused by a leaking roof. Some of the items replaced with the renovation included the roof, walls around the kennel areas and a new front customer service counter. The walls for the kennel areas were removed and replaced with more durable concrete block walls and the front customer service area was completely removed and renovated for a new look and feel.

The project was designed by Arete Design Group, and construction was completed by Norton Construction.

**ACTUAL COST VS. BUDGET:**

The bid award amount for the project was \$834,000.00. Over the course of the construction, we had a total of 14 change orders which increased the contract amount by \$42,958.38, making the final project construction cost \$876,958.38.

Due to the water damage within the facility, city staff will work with WARM (insurance) to recuperate an estimated \$350,000.

**SUGGESTED MOTION:**

I move for Approval of the Acceptance of Public Improvements for the Animal Control Renovation Project, by Norton Construction, in the Amount of \$876,958.38 (1% Project).

**STAFF REFERENCE:**

**VIDEO** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:****Click to download**☐ [Contractor's Affidavit](#)☐ [Warranty](#)☐ [Certificate of Final Completion](#)☐ [New Visitation Room](#)☐ [New Customer Service Counter](#)



CONTRACTOR'S AFFIDAVIT

STATE: WYOMING

CITY: Gillette

COUNTY: CAMPBELL

DATE: 24 APRIL 2020

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL WORK HAS BEEN performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract document between City of Gillette the Owner, and NORTON CONST INC., the Contractor, dated Oct 8<sup>th</sup>, 2019 for the ANIMAL SHELTER PROJECT and further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above-named contract and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, subcontractor, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contract.

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

Lien Releases from all subcontractors and material suppliers are attached to and made part of this Release.

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

NORTON CONSTRUCTION INC  
CONTRACTOR

24 APRIL 2020  
DATE

Gillette WYO 82717  
CITY STATE

82717  
ZIP CODE

SIGNED BY

Douglas Norton

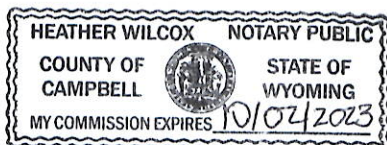
TITLE PRES.

Subscribed and sworn to before me this 24 day of April, ~~2018~~ <sup>2020</sup>

Douglas Norton

NOTARY PUBLIC Heather Wilcox

My Commission Expires: 10/02/2023



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

## EXCEPTIONS:

### SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: Tucker Electric, Inc.  
(Name and address) 5351 Winland Drive, Gillette, WY 82718

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY: [Signature]  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Sheldon Tucker, VP  
(Printed name and title)

Paid in full except for 10% retainage

Subscribed and sworn to before me on this date:

April 24, 2020



Notary Public: [Signature]

My Commission Expires: 4-5-22



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

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ARCHITECT'S PROJECT NO.

TO OWNER  
(Name and address) City Of Gillette  
950 West Warlow Drive  
Gillette WY 82716

CONTRACT FOR Animal Shelter

PROJECT  
(Name and address) Animal Shelter Remodel

CONTRACT DATED October 11, 2019

STATE OF Wyoming  
COUNTY OF Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

## EXCEPTIONS

SUPPORTING DOCUMENTS ATTACHED HERETO

CONTRACTOR TC Custom Woodworking LLC  
(Name and address) 11945 Quaal Rd, Black Hawk, SD 57718

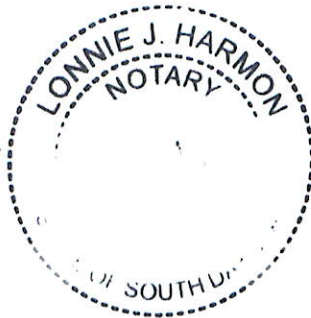
1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY   
(Signature of authorized representative)

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

  
(Printed name and title)

Paid in full



Subscribed and sworn to before me on this date

April 23, 2020

Notary Public

My Commission Expires my commission expires February 9, 2023



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 31, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell


The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

## EXCEPTIONS:

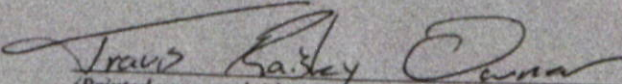
### SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: Ralsley Painting  
(Name and address) PO Box 4180, Gillette, WY 82717

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY:   
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

  
(Printed name and title)

Paid in full except for 10% retainage

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - 1994 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: g706amst-0126spec.aia - 12/19/2001. License Number 1102688, which expires on 9/15/2002.

Electronic Format G706A - 1994



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

## EXCEPTIONS:

## SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR: Bower Masonry  
(Name and address) 1006 Liberty Lane, Gillette WY 82716

BY:

Darryl Bower  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Darryl Bower - Owner  
(Printed name and title)

Paid in full

Subscribed and sworn to before me on this date:

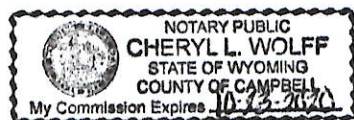
April 22, 2020

Notary Public:

Cheryl L. Wolff

My Commission Expires:

10-13-2020



1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - 1994 EDITION - AIA© - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: g706amst-0126spec.aia - 12/19/2001. License Number 1102688, which expires on 9/15/2002.

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# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

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ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

PROJECT: Animal Shelter Remodel  
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

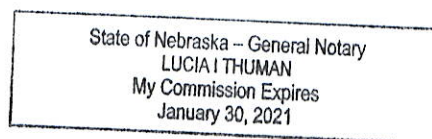
CONTRACTOR: Midwest Demolition Company  
(Name and address) 1935 Yolande Ave., Lincoln, NE 68521

BY:   
(Signature of authorized representative)


2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Paid in full

Adam Talbot  
(Printed name and title)



Subscribed and sworn to before me on this date:

February 25th 2020 

Notary Public:

My Commission Expires: Jan 30, 2021



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR: Horst Acoustical Co. Inc.  
(Name and address) PO Box 9343, Rapid City, SD 57709-9343

BY:   
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Brian Horst, President  
(Printed name and title)

Paid in full

Subscribed and sworn to before me on this date:

February 28, 2020

Notary Public:



My Commission Expires: May 01, 2025

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: Miller Mechanical  
(Name and address) 707 W. 3<sup>rd</sup> St., Gillette WY 82716

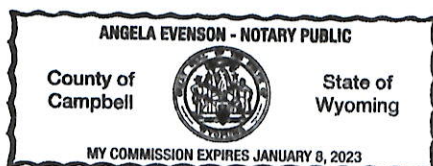
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY: Theresa M. Miller  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Theresa M. Miller Managing Member  
(Printed name and title)

Paid in full except for 10% retainage



Subscribed and sworn to before me on this date:

Theresa M. Miller March 9, 2020

Notary Public:

Angela Evenson

My Commission Expires:

1-8-2023



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: 2 Guys' Deco  
(Name and address) 200 West 2<sup>nd</sup> St., Gillette WY 82716

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY:   
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Forrest Donn Vice President  
(Printed name and title)

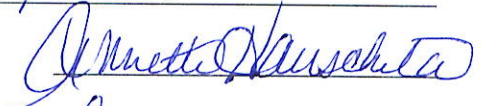
Paid in full except for 10% retainage



Subscribed and sworn to before me on this date:

March 12, 2020

Notary Public:



My Commission Expires:

August 8, 2020

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

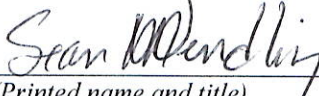
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR: Comfort Systems, Inc.  
(Name and address) PO Box 4468, Gillette WY 82717

BY:   
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

 Manage  
(Printed name and title)

Paid in full except for 10% retainage




Subscribed and sworn to before me on this date:

March 25<sup>th</sup> 2020

Notary Public:

My Commission Expires:

  
10/13/2023



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR: DLC  
(Name and address) 400 Hemlock St, Buffalo, WY 82834

BY:

Cynthia V. Loden  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CYNTHIA V. LODEN  
(Printed name and title)

Paid in full except for 10% retainage

Subscribed and sworn to before me on this date:

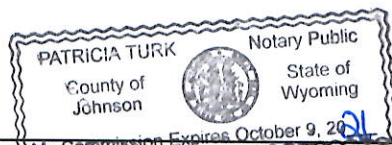
March 27, 2020

Notary Public:

Patricia Turk

My Commission Expires:

10/9/2021



1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G706A – CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS – 1994 EDITION - AIA© - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: g706amst-0126spec.aia – 12/19/2001. License Number 1102688, which expires on 9/15/2002.

Electronic Format G706A - 1994



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: Architectural Specialties LLC  
(Name and address) 1400 W. Warlow Dr., Gillette WY 82718

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY: Dan Crowder  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Dan Crowder Member  
(Printed name and title)

Paid in full except for 10% retainage

Subscribed and sworn to before me on this date:

March 30, 2020



Notary Public:

Sherry Crowder

My Commission Expires:

6-13-22

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A – ELECTRONIC FORMAT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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TO OWNER: City Of Gillette  
(Name and address) 950 West Warlow Drive  
Gillette, WY 82716

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Animal Shelter

PROJECT: Animal Shelter Remodel  
(Name and address)

CONTRACT DATED: October 11, 2019

STATE OF: Wyoming  
COUNTY OF: Campbell

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

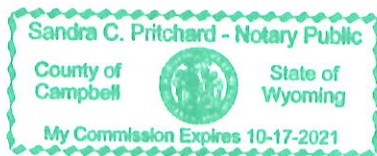
CONTRACTOR: Associated Glass  
(Name and address) 407 S. Douglas Hwy., Gillette WY 82716

BY: Kathryn Barnes  
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Kathryn Barnes Sec/Treasurer  
(Printed name and title)

Paid in full



Subscribed and sworn to before me on this date:

14<sup>th</sup> OF April 2020

Notary Public:

Sandra C Pritchard

My Commission Expires:

10-17-2021



# WARRANTY

(Contractor)

NORTON CONST INC. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the ANIMAL SHELTER RENOVATION 2019-25 FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for ANIMAL SHELTER RENOVATION 2019-25

DATED this 11<sup>th</sup> day of MAY, 2020

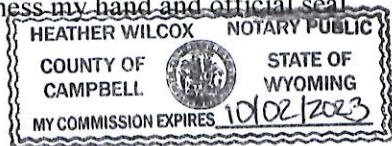
NORTON CONSTRUCTION INC.  
CONTRACTOR (COMPANY NAME)

Douglas Norton PRES.  
SIGNATURE (TITLE)

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Douglas Norton,  
this 11 day of MAY, 2020

Witness my hand and official seal



Heather Wilcox  
Notary Public

My commission Expires: OCT 02 2023

**APPROVED BY CITY OF GILLETTE**

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK

**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: Animal Control Facility Renovation

Project No.: 20EN04

Date of Contract: Oct 1, 2019

Owner: City of Gillette

Contractor: Norton Construction

Engineer: Arete Design Group

**This Certificate of Final Completion applies to:**

XX All Work under the Contract Documents:

       The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

April 28, 2020  
Date of Final Completion

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

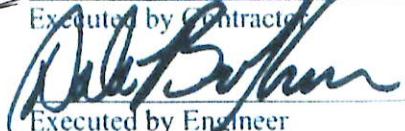
The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.



Executed by Contractor

5.11.2020

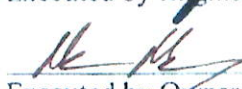
Date



Executed by Engineer

5.11.2020

Date



Executed by Owner

5/11/20

Date













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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Associated with the Energy Capital Sports Complex ADA All-Inclusive Playground and Splash Park, with KLJ Engineering, LLC, in the Amount of \$270,490.00 (1% Project).

**BACKGROUND:**

The scope of this agreement includes construction management services for the ADA All-Inclusive Playground and Splash Park Project. The project includes installing an all-inclusive splash and play area adjacent to the multi-purpose fields. The all-inclusive park allows for handicap children to also utilize the play areas. Playground equipment will include equipment that provide accessibility and sensory benefits for children. Also included with the project is the splash park for kids.

The construction contract for these facilities has been previously awarded to Powder River Construction, Inc. and construction is expected to begin in spring of 2020, as soon as the weather allows work to begin. (Project 20EN12)

**ACTUAL COST VS. BUDGET:**

The funding for this Professional Services Agreement has been allocated from the Optional 1% Fund in the amount of \$270,490.00

**SUGGESTED MOTION:**

I move for Approval of a Professional Services Agreement for Construction Management Associated with the ECSC All-Inclusive Playground and Splash Park, with KLJ Engineering, LLC, in the Amount of \$270,490.00 (1% Project).

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

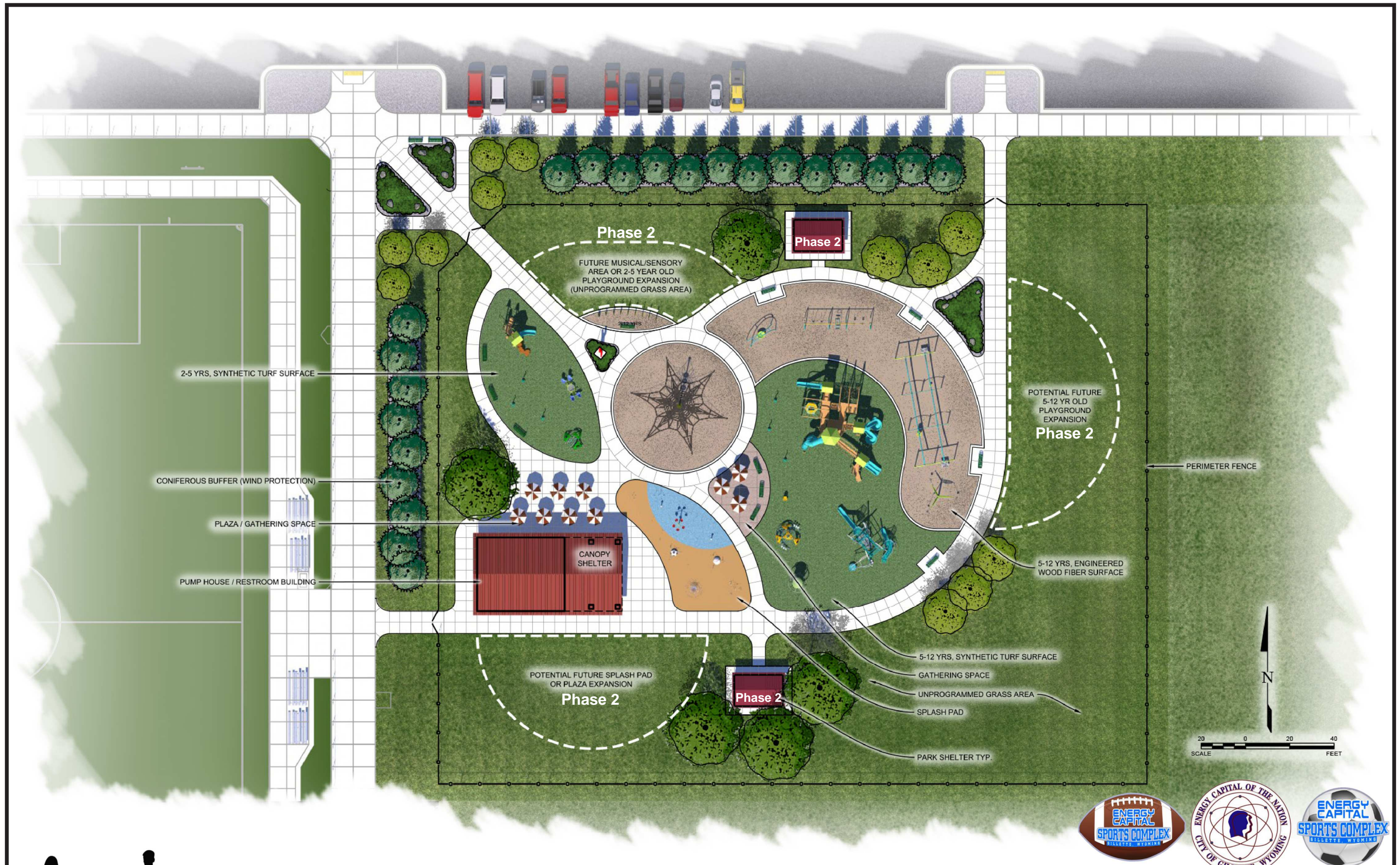
Click to download

☐ [Map](#)









# ENERGY CAPITAL SPORTS COMPLEX

## UNIVERSAL PLAYGROUND, SPLASH PARK, AND RESTROOM/PUMPHOUSE FACILITY

GILLETTE, WYOMING





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

THIS IS AN AGREEMENT effective as of May 19, 2020 ("Effective Date") between  
City of Gillette ("Owner") and  
KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503 ("Engineer").

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

Phase 4 – Accessible Playground, Splash Park & Pump House/Restroom Facility ("Project")

Other terms used in this Agreement are defined in Article 7.

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

Project Management, Construction Administration

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 Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - A. any development that affects the scope or time of performance of Engineer's services;
  - B. the presence at the Site of any Constituent of Concern; or

- C. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities 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, 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 or Engineer's services, 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:
  - A. 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

- B. 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 disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; 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 (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

### **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 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 tabulating the various categories that 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 any services performed or furnished by Engineer.

- 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 retain 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:*
  - A. Engineer and Owner shall comply with applicable Laws and Regulations.
  - B. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, 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.
  - C. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
  - F. Engineer shall not be required to sign any document, 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 document.
  - G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the 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 Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.



### 6.03 *Use of Documents*

- A. All Documents are instruments of service, 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.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. 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 due and owing 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.
- D. 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 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. 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. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability 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, 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 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, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- 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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- 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.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

- A. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
- B. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if: (i) Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

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

#### A. 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 Engineer's services for the Project are delayed or suspended for more than ninety (90) days, consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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.

- B. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.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:*
  - A. In the event of any termination under Paragraph 6.06, 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.
  - B. 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 6.06.D.1, to invoice Owner and receive 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.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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:
  - A. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - B. 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.
  - C. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *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 at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. 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.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.
- 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 seven 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.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) 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, damages, action, or judgment 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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, 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.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *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 registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, 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 definitions:

- A. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
- B. *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.
- C. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
- D. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
- E. *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.
- F. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
- G. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
- H. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.
- I. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- J. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.



- K. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
- L. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
- M. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; 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. Construction Cost is one of the items comprising Total Project Costs.
- N. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- O. *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.
- P. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
- Q. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
- R. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- S. *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.
- T. *Engineer*—The individual or entity named as such in this Agreement.
- U. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

- V. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- W. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
- X. *Owner*—The individual or entity named as such in this Agreement and for which 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.
- Y. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- Z. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
- AA. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
- BB. *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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
- CC. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- DD. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- EE. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- FF. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship

as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

- GG. *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.
- HH. *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 Construction 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.
- II. *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 a Subcontractor.
- JJ. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.
- KK. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
- LL. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

- A. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

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

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible 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 this Agreement 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:
  - A. "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;
  - B. "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;



- C. "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.

8.05 *Affirmative Action:*

- A. Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**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: KLJ Engineering LLC

By: \_\_\_\_\_  
Print name: Louise Carter-King  
Title: Mayor  
Date Signed: \_\_\_\_\_

By: Mark Anderson  
Print name: Mark Anderson  
Title: Vice President, EPW  
Date Signed: 5/8/2020

Firm's Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

Address for Owner's receipt of notices:  
City of Gillette  
201 East 5<sup>th</sup> Street  
Gillette, WY 82716

Address for Engineer's receipt of notices:  
KLJ Engineering LLC  
1900 West Warlow Drive, Suite B  
Gillette, WY 82716

**Legal Notices to:** legal@kljeng.com

Designated Representative (Paragraph 8.03.A):  
Name: Nick Marty, PE  
Title: Project Manager  
Phone Number: 307.682.5265  
E-Mail Address: nickm@gillettewy.gov

Designated Representative (Paragraph 8.03.A):  
Name: Adrienne Hahn  
Title: Project Manager  
Phone Number: 307-682-9500  
E-Mail Address: adrienne.hahn@kljeng.com

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## **Engineer's Services**

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

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

### **PART 1 – BASIC SERVICES**

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

A. Engineer shall:

1. **PROJECT MANAGEMENT**

- A. Project Management addresses and allocates resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day to day activities and coordination for all actions throughout the duration of the project. The project manager also ensures quality control procedures are on-going throughout the project.
- B. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette. Ultimately, the project manager is accountable for delivering successful components for the project.

2. **CONSTRUCTION PHASE**

A. **Progress Meetings**

- 1) Agendas will be provided for the progress meetings. At least one (1) representative will be present to conduct and participate in these meetings. Meeting minutes will be documented and distributed. Twenty (24) progress meetings are anticipated as part of this project. At least one (1) representative will also be present to participate in the Phase 3 progress meetings for coordination and scheduling purposes.

B. **General Construction Administration**

- 1) Progress schedules and Shop Drawing submittals will be reviewed and approved as necessary. Contractor's Application for Payment will be produced by the engineer with certification from the contractor. Pay requests will be submitted to the owner for acceptance. Time is included for up to seven (7) applications for payment and up to two (2) change orders.

C. **Full Time Construction Inspection (Approximately 120 days)**

D. Full time construction inspection will be provided. On average, eight (8) hours a day of construction inspection will be provided for the working days up to Substantial Completion, November 30, 2020.

E. Construction Staking

1. Control will be set. The estimated construction staking is as follow:
  - a. Pump House/Restroom building
  - b. Offsets for storm sewer and sanitary sewer alignment, manholes and inlets
  - c. Offsets for water service
  - d. Offsets for sidewalk
  - e. Rough grade stakes
  - f. Playground equipment foundation (6 total stakes)

These services will be completed one (1) time at the request of the contractor. Additional trips and/or additional staking requests will be considered additional services.

F. Weekly Construction Observation Reports

1. Up to twenty (24) weekly reports will be submitted utilizing City of Gillette Standard forms. Reports will be submitted by 5:00 P.M. on the following Monday. Information will include daily construction activities, progress meeting minutes, estimated quantities, a weekly status report and materials testing reports as available.

3. POST CONSTRUCTION PHASE

A. Substantial Completion

1. Construction inspection following Substantial Completion is anticipated to be minimal. Substantial completion documents will be prepared and submitted to the owner. Documents will include the contractors punch list along with the Certificate of Substantial Completion. Four (4) hours a day, on average, will be provided during start up from winter shut down and Final Completion of May 15. Items identified for inspection between Substantial and Final Completion are start up and testing of the Splash Park features and system as well as any landscaping items.

B. Final Completion

2. Final completion documents will be prepared and submitted to the owner. These documents will include the Affidavit on Behalf of Contractor, Contractor Warranty Statement and Certificate of Final Completion. These documents will be submitted with a recommendation of final acceptance.
3. Record Drawings
  - a. Record Drawings will be maintained throughout the construction process. Record Drawings will be submitted to the owner following final completion.
  - b. Two-Year Warranty Inspection



- 1) At least two (2) representatives will be present to complete the two-year warranty inspection with the owner. Representative will follow up with contractor as need be to address items of concern at that time.
4. DELIVERABLES PROVIDED BY KLJ
    - A. Weekly Construction Observation Reports
    - B. Contractor's Application for Payment
    - C. Substantial Completion Documents
      1. Contractor's Punch List
      2. Certificate of Substantial Completion
    - D. Final Completion Documents
      1. Affidavit on Behalf of Contractor
      2. Warranty
      3. Certificate of Final Completion
    - E. Record Drawings

## **PART 2 – ADDITIONAL SERVICES**

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

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
  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 existing conditions or facilities, to conduct tests or investigations of 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 the Project's 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 Construction 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 alternative solutions

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, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contract
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. 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 documents as a result of such review processes.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required .
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.01.2.E; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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**Exhibit A – Engineer's Services**

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease 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 arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. 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.

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**Exhibit A – Engineer's Services**

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## **Owner's Responsibilities**

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) 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. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. 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 (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 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. 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.
- J. 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.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor**

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01**    *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs times a factor of 3.4 for the services of Engineer’s personnel engaged on the Project are not to exceed \$270,490.00
  2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
  3. The total compensation for services under Paragraph C2.01 is estimated based on the following distribution of compensation:

a. Construction Phase	\$244,000.00
b. Post-Construction Phase	\$26,490.00
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.
  5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.
  6. The portion of the amounts billed for Engineer’s services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer’s principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer’s Consultant’s charges incurred during the billing period.
  7. Direct Labor Costs means salaries and wages paid to Engineer’s employees but does not include payroll-related costs or benefits.



8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes to the compensation payable to Engineer.

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

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of one.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

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

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of one.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
  1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total

compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

**COMPENSATION PACKET RPR-4:**  
**Resident Project Representative – Direct Labor Times a Factor**

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

**C2.04 Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment**

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's personnel engaged directly in resident Project representation, 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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of one.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

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

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

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



**COMPENSATION PACKET AS-2:  
Additional Services – Direct Labor Costs Times a Factor**

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

**C2.05    *Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment***

A.    Owner shall pay Engineer for Additional Services 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 of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of 3.4, 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 expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and 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 one.
4.    The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) 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 one.
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 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are at cost.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

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

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

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 *Resident Project Representative***

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings



(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT G**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## Insurance

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$1,000,000
  - 2) Bodily injury by disease, each employee: \$1,000,000
  - 3) Bodily injury/disease, aggregate: \$1,000,000
- 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) Per Occurrence: \$3,000,000
  - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$3,000,000
  - 2) Annual Aggregate \$5,000,000

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$1,000,000
  - 2) Bodily injury by disease, each employee: \$1,000,000

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Exhibit G – Insurance.

- 3) Bodily injury/disease, aggregate: \$1,000,000
- 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) Per Occurrence: \$3,000,000
  - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
- f. Professional Liability –
  - 1) Each Claim Made \$3,000,000
  - 2) Annual Aggregate \$5,000,000

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
  - a. Kadrmass, Lee & Jackson, Inc.  
Engineer
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 policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## **Dispute Resolution**

---

Paragraph 6.09 of the Agreement is 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 **a mutually agreed upon mediator.** 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 one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

## **Limitations of Liability**

---

Paragraph 6.11 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 Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, 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 (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, 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 and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 19, 2020.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1904-01683-1**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Phase 4 – Accessible Playground, Splash Park & Pump House/Restroom Facility

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_



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.

OWNER: City of Gillette

ENGINEER: KLJ Engineering LLC

---

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition Project to Powder River Construction, Inc., in the Amount of \$448,800.00.

**BACKGROUND:**

The work included in the Base Bid for this project includes the construction of a 611 sf Variable Frequency Drive (VFD) Room Addition to the original Donkey Creek Pump Station #1 building located approximately 13 miles east of Gillette, Wyoming. The work includes concrete footings, CMU walls, new roofing at the entire south half of the existing roof, additions to the electrical systems, additions to the mechanical systems, and other miscellaneous work.

Bid Alternate 1 consists of the cost to remove and reinstall the existing RTU-2 HVAC unit at the north wall of the existing building. The cost includes the grading and new concrete slab, removing and salvaging the existing wall vent at the new location, and reinstalling the salvaged wall vent at the old location.

Bid Alternate 2 consists of the cost to sandblast and remove the existing paint at the interior side of the west, north and east walls of Existing Pump Room. This alternate also includes the application of water repellent to the exterior sides of the west, north, and east walls of the Existing Pump Room.

Structural Dynamics provided design and bidding phase services. The project was advertised on April 10, 17, and 24. Bids were opened and read aloud on April 29, 2020 at 3:00 P.M. The following five bids were received:

Bidder	Base Bid	Alternate 1	Alternate 2	Total Bid
Norton Construction, Inc.	\$514,000.00	\$9,970.00	\$18,265.00	\$542,235.00
Powder River Construction, Inc.	\$415,000.00	\$13,800.00	\$20,000.00	\$448,800.00
Van Ewing Construction, Inc.	\$508,652.00	\$8,000.00	\$11,550.00	\$528,202.00
S&S Builders, LLC	\$686,595.00	\$10,375.00	\$8,275.00	\$705,245.00
Hladky Construction, Inc.	\$506,801.33	\$8,813.60	\$7,475.00	\$523,089.93
Engineer's Estimate				\$558,517.00

Structural Dynamics reviewed Powder River Construction's (PRC) bid and had a phone conversation with their project manager and determined that a subcontractor bid for the HVAC equipment and work was left out of their bid. Despite this discrepancy, PRC intends to complete all the work in the contract for their bid amount. Structural Dynamics' bid recommendation letter is attached.

**ACTUAL COST VS. BUDGET:**

A total of \$1,000,000 was budgeted for this project. Structural Dynamics' estimate at the time of bidding was \$558,517.00. The remainder of the budget will be used after this project is complete for the City's SCADA Department to reset and wire the Variable Frequency Drives and other miscellaneous electrical work in Donkey Creek Pump Station #1.

Account Number: 503-70-73-441-70-47510

Project Number: 19UT02

**SUGGESTED MOTION:**

I Move for Approval of a Bid Award for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition Project to Powder River Construction, Inc., in the Amount of \$448,800.00.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download

☐ [Engineer's Recommendation](#)

☐ [Project Exhibit](#)



office@sdwyo.com  
(307) 682-2605  
204 S. Gillette Ave.  
P.O. Box 2767  
Gillette, WY 82717

May 5, 2020  
Project No. 19010

City of Gillette  
Utilities Department  
611 N Exchange Avenue  
PO Box 3003  
Gillette, WY 82717

Attn: Levi Jensen, P.E.

**RE: Donkey Creek Pump Station #1 – VFD Room Addition  
Bid Review & Recommendation**

Dear Levi:

Bids were received at 3:00 P.M. on April 29, 2020 for the above referenced Project, with five (5) general contractors submitting bids. Bid security and a "Certificate of Residency Status" were also submitted with each of the Bids. Each Bidder properly acknowledged receipt of Addendums 1 through 3.

The following is a listing of the Bids received, the commentary on their review, and our recommendations:

**A. Bids Received:**

Bids were received from Norton Construction, Inc., Powder River Construction, Inc., Van Ewing Construction, Inc., S&S Builders, LLC, and Hladky Construction, Inc., all of Gillette, Wyoming. The bids received were as follows:

Bidder	Base Bid	Alternate 1	Alternate 2	Total Bid (Base plus Alternates 1 & 2)
Norton Construction, Inc.	\$514,000.00	\$9,970.00	\$18,265.00	\$542,235.00
Powder River Construction, Inc.	\$415,000.00	\$13,800.00	\$20,000.00	\$448,800.00
Van Ewing Construction, Inc.	\$508,652.00	\$8,000.00	\$11,550.00	\$528,202.00
S&S Builders, LLC	\$686,595.00	\$10,375.00	\$8,275.00	\$705,245.00
Hladky Construction, Inc.	\$506,801.33	\$8,813.60	\$7,475.00	\$523,089.93
<i>Engineer's Estimate</i>				\$558,517.00

The work included in the Base Bid for this project includes the construction of a 611 sf VFD Room Addition to the original Donkey Creek Pump Station #1 building located approximately 13 miles east of Gillette, Wyoming. The work includes concrete footings, CMU walls, new roofing at the entire south half of the existing roof, additions to the electrical systems, additions to the mechanical systems, and other miscellaneous work.

A brief summary of the bid alternates is provided below:

- Bid Alternate 1: Consists of the cost to remove and reinstall the existing RTU-2 HVAC unit at the north wall of the existing building. The cost should include the grading and new concrete slab, removing and salvaging the existing wall vent at the new location, and reinstalling the salvaged wall vent at the old location. This work is not included in the Base Bid.
- Bid Alternate 2: Consists of the cost to sandblast and remove the existing paint at the interior side of the west, north and east walls of Existing Pump Room. This alternate also includes the application of water repellent to the exterior sides of the west, north, and east walls of the Existing Pump Room. This work is not included in the Base Bid.

B. Comments on Low Bid Received:

The low bid received for the Base Bid was from Powder River Construction, Inc. The following was noted:

1. The Powder River Construction bid included all required submittals.
2. The Bid listed the following subcontractors and/or suppliers:
  - a. Delta WYE..... Electrical
  - b. Powder River Heating & AC.....Mechanical
  - c. Accent Masonry ..... Masonry
  - d. Raisley Painting... Painting
3. There were no exceptions taken or conditions stated with the Bid.

C. Review of Other Bids Received

Only a cursory review of the other bids was performed. Further review of these bids can be performed at a later date, if necessary. Based upon our cursory review only, no bid abnormalities in the other bids received were noted.



D. Post-Bid Conversations with Low Bidder:

Following the bid opening, we discussed the bid with Steve Fichter of Powder River Construction, Inc. The following was noted during this discussion:

1. Powder River Construction, Inc. acknowledged that a subcontractor quote for the mechanical quote was erroneously left out of their total bid.
2. Despite their acknowledged bid discrepancy, Powder River Construction stated that they intend to complete all work, including the mechanical work, for their bid price, and thereby fully intend to honor their bid amount.
3. Other than the noted discrepancy on the mechanical pricing, Powder River Construction, Inc. is confident that they have the scope of the work captured in their bid.
4. Powder River Construction, Inc. indicated that the 60 working day requirement is achievable.
5. Powder River Construction, Inc. intends to self-perform all work except as noted in Section B.2 above.

E. Bid Analysis:

Review and comparison of the Bids indicates the following:

1. Powder River Construction's total bid amount including the Alternates was \$109,717.00 lower than (or 19.6% lower than) the Engineer's Estimate of \$558,517.00.
2. The average of the five total bid amounts received was \$549,514.39. The range between the high and low bids was \$256,445.00. This range is approximately 46.7% of the bid average, which indicates a high variance between the low and high bids.
3. The high variance between bids is the result of the previously discussed discrepancy in the Powder River Construction bid, and an unmotivated high bidder.

G. Recommendation:

Per our review of the bids received and the available funding for this project, we recommend that a contract be awarded to the low bidder, Powder River Construction, Inc. for the Base Bid plus Bid Alternates 1 and 2 for a combined amount of \$448,800.00.

The Bid amount does not include any contingency funds. Any changes in the scope of work or contract price occurring during the construction will be reviewed on a case-by-case basis, with changes in the cost of the work handled by written change order. We recommend that the City budget for a contingency amount of approximately \$40,000, as shown on our Engineer's Estimate, to account for changes in the cost of the work due to unanticipated conditions or changes in the work during construction.

Please feel free to call if you have any questions on the information included in this letter, or if we can be of any further assistance.

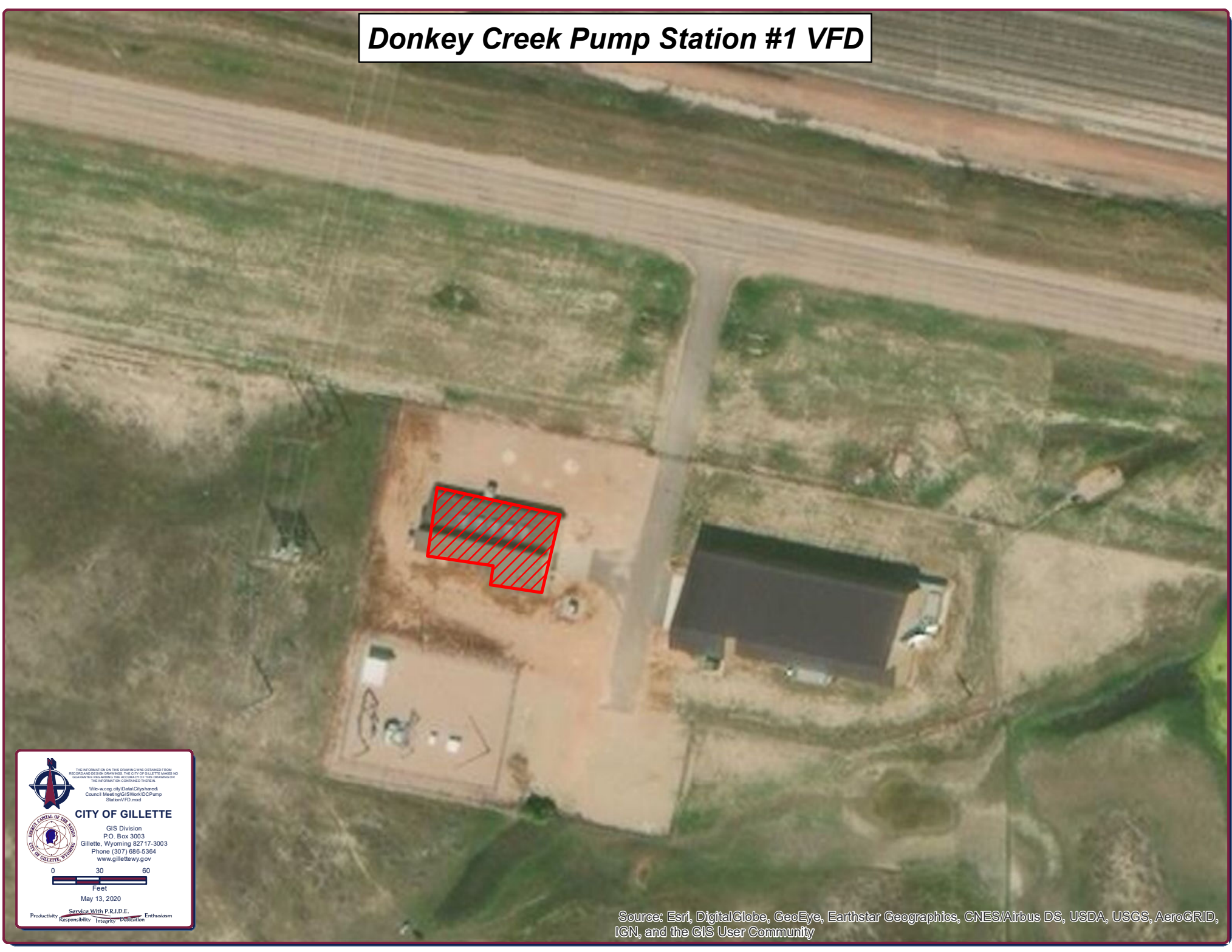
Sincerely;


Structural Dynamics, LLC



**Philip P. Hohn, PE**  
Principal Engineer

# Donkey Creek Pump Station #1 VFD





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

File: w:\cog city\Data\City\shaded  
Council Meeting\GIS\Work\CC Pump  
Station\VD.mxd

**CITY OF GILLETTE**

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

0 30 60  
Feet

May 13, 2020

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

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Services for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition  
Project with Structural Dynamics, LLC, in the Amount of \$44,580.00.

**BACKGROUND:**

The objective of this project is to construct 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.

This agreement with Structural Dynamics, LLC, is for the Construction Administration services.

**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 \$1,000,000.00 to cover all costs associated with this project.

**SUGGESTED MOTION:**

I Move for Approval of a Professional Services Agreement for the Donkey Creek Pump Station #1 – Variable Frequency Drive Room Addition Project with Structural Dynamics, LLC, for Construction Management Services in the Amount of \$44,580.00.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download

☐ [Agreement](#)

☐ [Project Exhibit](#)

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

THIS IS AN AGREEMENT effective as of  
May 8, 2020 ("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 previously completed in accordance with Agreement dated April 23, 2019.

B. Bidding Phase

1. Scope of services previously completed in accordance with Agreement dated April 23, 2019.

C. Construction Phase

1. Provide general administration of the Construction Contract.
2. Prepare conformed Construction Contract Documents ("For Construction" plans) that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor. Print and provide up to three (3) sets of the plans (24" by 36" paper copies) to the Contractor. Update, print and provide up to three (3) paper copies of the Project Manual to the Contractor.
3. Surveying: Construction surveying will be provided by the Contractor. No preparation or processing of AutoCAD data for civil/site construction is anticipated.
4. Attend a Contractor arranged pre-construction meeting with the Owner and Contractor to determine schedules, to establish chains of communications, and receive information.
5. Attend construction progress meetings during periods of active construction. This agreement assumes a total of no more than three (3) such meetings.



6. Receive and review shop drawings, samples, schedules, submittals and proposed alternatives.
7. Contract with Electrical Engineering Solutions to review the electrical submittals and provide on-site review of the electrical construction work as needed.
8. Contract with Mechanical Design Works to review the mechanical submittals and provide on-site review of the mechanical construction work as needed.
9. Observe and assist Contractor in coordinating Owner provided materials testing services as required by the Construction Specifications, and review of the testing results for acceptance of the Work. These services include observation of soil density testing, testing of fresh concrete, and testing of concrete compressive strength.
10. Provide part-time Project Representative (PR) services for the Work:
  - a. During periods of active construction work (prior to Substantial Completion), the PR will travel to the project site up to twelve (12) times. This will total about one and one-half (1.5) hours per day field time, plus one (1.0) hour travel time, plus one and one-half (1.5) hours per day in the office for report preparation.
  - b. Between Substantial and Final Completion, the PR will travel to the project site up to two (2) times. This will total about one and one-half (1.5) hours per day field time, plus one (1.0) hour travel time, plus one and one-half (1.5) hours per day in the office for report preparation.
  - c. The PR duties are detailed in SC-9.03 of the Project Manual.
  - d. Provide clarification to questions from the general contractor via telephone or while on the site.
11. Prepare and provide periodic Construction Observation Reports that are to be submitted electronically following the previous week's work, depending upon the level of performed work. Reports shall contain photographs, as appropriate.
12. Review Contractor's Change Orders and RFI, if necessary.
13. Work with Contractor to prepare monthly and final contractor pay requests on the work to coincide with the Owner's pay request schedule. Review pay requests & submit to the Owner.
14. Arrange for substantial and final completion walk-throughs with the Contractor and Owner's staff. Prepare punch lists. When punch list items are satisfactorily completed, prepare certificates of substantial completion & final completion.
15. Prepare the Warranty document and submit to the Contractor.
16. Prepare "41-Day Notice" for Owner's advertisement of project completion and final payment.
17. Compile the construction records, field changes, and Contractor's drawing red-lines to be included on the Drawings of Construction Record. Draft, plot and submit the Drawings of Construction Record (two blackline sets) within sixty (60) days following the issuance of the Certificate of Final Completion. Compile all construction records onto a "Project Records" DVD and provide to Owner for their project documentation.
18. Travel to the project site for an eleventh month warranty walk through.
19. Prepare and submit to Contractor a letter listing any remedial warranty issues.

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:~~
- 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 substantially complete construction not exceeding 60 working days after the date of the notice to proceed, plus an additional 5 working days to complete final construction. If the actual time to complete construction exceeds the number of working days 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—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.



3. The total compensation for services and reimbursable expenses is estimated to be Forty-Four Thousand Five Hundred Eighty Dollars (\$44,580.00) for the services. This has been estimated as follows:

Structural Dynamics, LLC	Principal Engineer	252 hrs x \$145/hr	\$ 36,975.00
	Mileage		\$ 477.00
EES	Electrical Engineer	\$5,700 x 1.10	\$ 6,270.00
MDW	Mechanical Engineer	\$780 x 1.10	<u>\$ 858.00</u>
	TOTAL		\$44,580.00

- 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

ENGINEER: STRUCTURAL DYNAMICS, LLC

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

Signed: Philip P. Hohn

By: \_\_\_\_\_

By: Philip P. Hohn

Title: \_\_\_\_\_

Title: Principal Engineer

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

Date Signed: May 8, 2020

Address for giving notices:

Address for giving notices:

201 E. 5<sup>th</sup> Street

PO Box 2767

Gillette, Wyoming 82716

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 May 8, 2020.

**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 2020:*

Hourly rates for services performed during the 2020 calendar year are as shown on the attached Schedule of Fees dated December 1, 2019.



## **SCHEDULE OF FEES AND REIMBURSABLE EXPENSES**

December 1, 2019

### **PROFESSIONAL FEES (\$/hour):**

Principal Engineer .....	\$145.00
Senior Engineer .....	\$140.00
Senior Project Engineer.....	\$134.50
Project Engineer/Manager .....	\$124.50
Senior Design Engineer .....	\$119.00
Professional Engineer.....	\$114.00
Resident Project Representative (RPR) .....	\$103.50
Design Engineer .....	\$ 98.50
Construction Engineer .....	\$ 98.50
Senior Engineering Technician .....	\$ 94.50
Engineering Technician .....	\$ 83.00
Clerical .....	\$ 52.00
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	

# Donkey Creek Pump Station #1 VFD



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**CITY OF GILLETTE**  
GIS Division  
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Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)

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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project, Schedule A, to Carr Coatings, LLC, in the Amount of \$33,500.00.

**BACKGROUND:**

The Environmental Protection Agency (EPA) conducted a routine sanitary survey on the City of Gillette's water system on October 17, 2018 and identified the following deficiencies that are required to be corrected:

- Z2R1 Storage tank air vent does not have a solid cover (Schedule A);
- Z1R4 Storage tank overflow discharges at an improper height (Schedule B);
- Z1R5 Storage tank overflow discharges at an improper height (Schedule C).

The City of Gillette contracted with Morrison Maierle, Inc. to prepare bidding and construction documents to correct these deficiencies. Three bid schedules were prepared to accommodate the various types of work.

One bid was received for Schedule A by Carr Coatings, LLC. Morrison Maierle, Inc. completed a review of the bid and determined that Carr Coatings did not sign each page of the bid form, which is an informality, but does not require the bid to be rejected. Carr Coatings did not submit a Wyoming Residency Certificate, however, the 5% Wyoming Preference Act of 1971, W.S. 16-6-201 did not cause a change in the lowest bidder order. Morrison Maierle's review and recommendation is attached.

**ACTUAL COST VS. BUDGET:**

The Engineer's Estimate at the time of bidding was \$25,500.00 for Schedule A of this project.

Account Number: 503-70-73-441-70-47510

Project Number: 20UT03

**SUGGESTED MOTION:**

I Move for Approval of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project Schedule A to Carr Coatings, LLC, in the Amount of \$33,500.00.



**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download

☐ [Engineer's Recommendation](#)

☐ [Project Exhibit](#)

April 30, 2020

Levi Jensen, P.E.  
City of Gillette Utilities  
611 N. Exchange Ave.  
Gillette, WY 82716

RE: EPA Sanitary Survey Tank Repairs Project  
Project No. 20UT03 MMI# 4323.051

Mr. Jensen:

Morrison-Maierle has reviewed the two bids received at 2:00 p.m. on March 29, 2020 for the EPA Sanitary Survey Tank Repairs Project. Both bids are recommended for acceptance as responsive bids.

The following Contractors submitted bids:

- Carr Coatings, LLC Belle Fourche, SD
- Wyoming Earthmoving Corporation Rozet, WY

Both bidders neglected to sign and date each page of the Bid Form, which is required by Article 15.03 of Section 00200 Instructions to Bidders. This error led Morrison-Maierle to classify these bids as informal. However, this bid appeared to meet all other requirements, and we do not recommend rejecting these bids.

As the only error in the bids is considered minor, Morrison-Maierle considers both bids to be responsive bids.

All bids received appeared to meet all requirements. All forms were signed, sealed, used City of Gillette forms, and had bid bonds for the correct amounts. There were no mathematical errors within the bids.

Carr Coatings did not submit a Wyoming Residency Certificate, however, the 5% Wyoming Preference Act of 1971, W.S. 16-6-201 did not cause a change in the lowest bidder order.

The following table summarizes the bids received, as well as the Engineer's Estimate.

<b>Bidder</b>	<b>Schedule A (Z2-R1)</b>	<b>Schedule B (Z1-R4)</b>	<b>Schedule C (Z1-R4)</b>
Carr Coatings, LLC	\$ 33,500.00	--	--
Wyoming Earthmoving Corporation	--	\$ 46,401.75	\$ 32,984.50
Engineer's Estimate	\$ 25,500.00	\$ 38,350.00	\$ 29,540.00

*We create solutions that build better communities.*

### **Schedule A (Z2-R1)**

The bid received was \$8,000.00 higher than the Engineer's Estimate. This difference is primarily due to the nature of the project involving three separate days to install the final coating.

### **Schedule B (Z1-R4)**

The bid received was \$8,051.75 higher than the Engineer's Estimate. The cost difference in the schedule can be attributed to the concrete subcontractor's cost.

### **Schedule C (Z1-R5)**

The bid received was \$3,444.50 higher than the Engineer's Estimate.

### **Recommendations**

With the range and quantity of bids, it is our opinion that the bids received were responsive and appropriate for the scope of work involved.

Based on this bid, we recommend awarding the Contract for Schedule A of the EPA Sanitary Survey Tank Repairs Project to Carr Coatings, LLC., in the amount of \$33,500.00, contingent upon City of Gillette funds.

Based on this bid, we recommend awarding the Contract for Schedule B and Schedule C of the EPA Sanitary Survey Tank Repairs Project to Wyoming Earthmoving Corporation, in the amount of \$46,401.75 and \$32,984.50, respectively, contingent upon City of Gillette funds.

We have also attached the official bid tabulation. Please review and let us know if you have any questions.

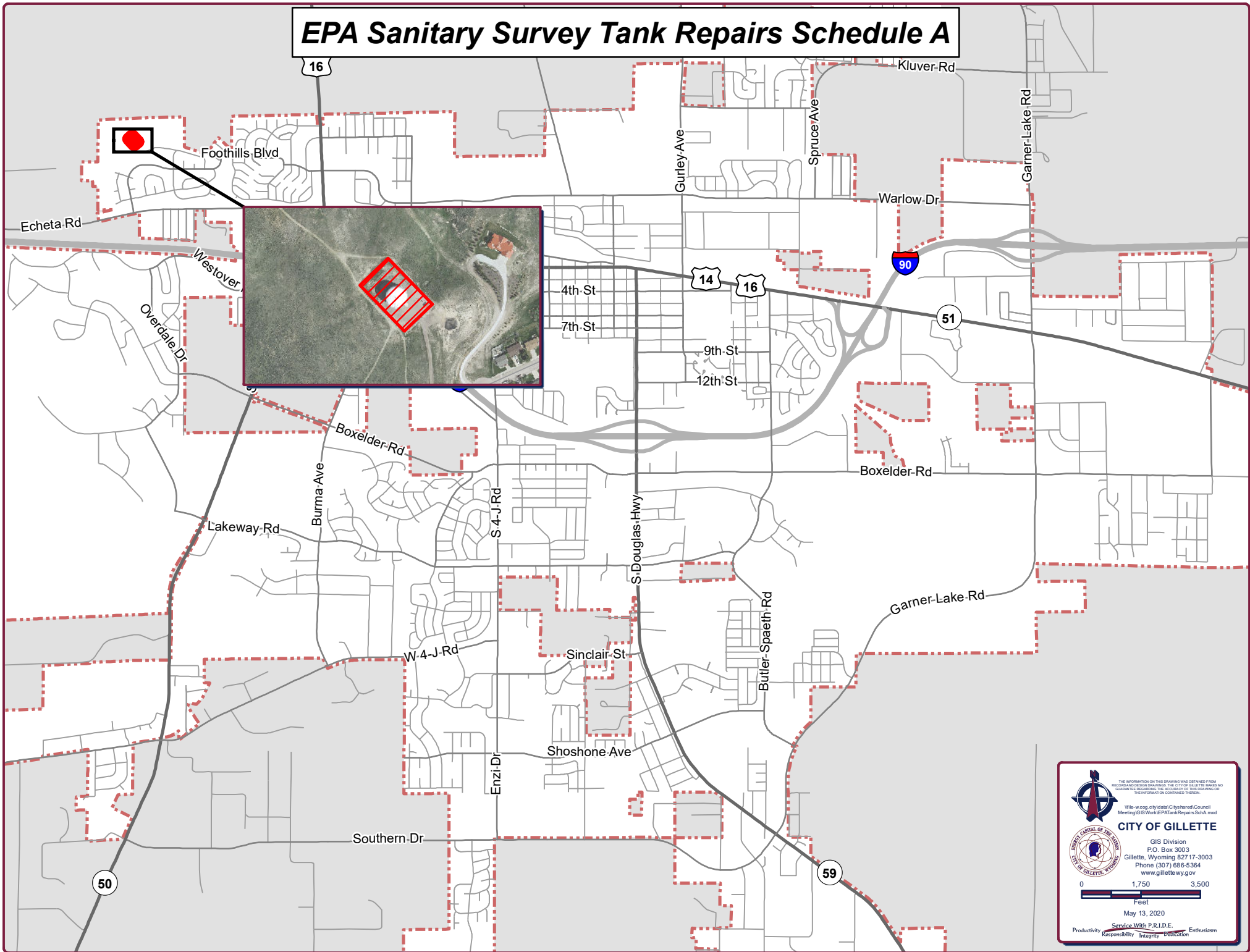
Sincerely,  
MORRISON-MAIERLE, INC.



Zane A. Green, P.E.  
Project Engineer

Encl (1): Bid Tabulation

# EPA Sanitary Survey Tank Repairs Schedule A



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RECORDS AND DATA ON FILE. THE CITY OF GILLETTE DOES NOT  
GUARANTEE THE ACCURACY OF THIS DRAWING OR  
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**CITY OF GILLETTE**

GIS Division  
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May 13, 2020

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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project, Schedules B and C, to Wyoming Earthmoving Corporation in the Amount of \$79,386.25.

**BACKGROUND:**

The Environmental Protection Agency (EPA) conducted a routine sanitary survey on the City of Gillette's water system on October 17, 2018, and identified the following deficiencies that are required to be corrected:

- Z2R1 Storage tank air vent does not have a solid cover (Schedule A);
- Z1R4 Storage tank overflow discharges at an improper height (Schedule B);
- Z1R5 Storage tank overflow discharges at an improper height (Schedule C).

The City of Gillette contracted with Morrison Maierle, Inc., to prepare bidding and construction documents to correct these deficiencies. Three bid schedules were prepared to accommodate the various types of work.

One bid was received for Schedules B and C by Wyoming Earthmoving Corporation. Morrison Maierle, Inc., completed a review of the bid and determined that Wyoming Earthmoving Corporation did not sign each page of the bid form, which is an informality, but does not require the bid to be rejected. Morrison Maierle's review and recommendation is attached.

**ACTUAL COST VS. BUDGET:**

The Engineer's Estimate at the time of bidding was \$38,350.00 for Schedule B and \$29,540.00 for Schedule C of this project.

Project Number: 20UT03

Account Number: 503-70-73-441-70-47510

**SUGGESTED MOTION:**

I Move for Approval of a Bid Award for the Environmental Protection Agency Sanitary Survey Tank Repairs Project Schedules B and C to Wyoming Earthmoving Corporation in the Amount of \$79,386.25.

**STAFF REFERENCE:**



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

**ATTACHMENTS:**

Click to download

☐ [Engineer's Recommendation](#)

☐ [Project Exhibit](#)

April 30, 2020

Levi Jensen, P.E.  
City of Gillette Utilities  
611 N. Exchange Ave.  
Gillette, WY 82716

RE: EPA Sanitary Survey Tank Repairs Project  
Project No. 20UT03 MMI# 4323.051

Mr. Jensen:

Morrison-Maierle has reviewed the two bids received at 2:00 p.m. on March 29, 2020 for the EPA Sanitary Survey Tank Repairs Project. Both bids are recommended for acceptance as responsive bids.

The following Contractors submitted bids:

- Carr Coatings, LLC Belle Fourche, SD
- Wyoming Earthmoving Corporation Rozet, WY

Both bidders neglected to sign and date each page of the Bid Form, which is required by Article 15.03 of Section 00200 Instructions to Bidders. This error led Morrison-Maierle to classify these bids as informal. However, this bid appeared to meet all other requirements, and we do not recommend rejecting these bids.

As the only error in the bids is considered minor, Morrison-Maierle considers both bids to be responsive bids.

All bids received appeared to meet all requirements. All forms were signed, sealed, used City of Gillette forms, and had bid bonds for the correct amounts. There were no mathematical errors within the bids.

Carr Coatings did not submit a Wyoming Residency Certificate, however, the 5% Wyoming Preference Act of 1971, W.S. 16-6-201 did not cause a change in the lowest bidder order.

The following table summarizes the bids received, as well as the Engineer's Estimate.

<b>Bidder</b>	<b>Schedule A (Z2-R1)</b>	<b>Schedule B (Z1-R4)</b>	<b>Schedule C (Z1-R4)</b>
Carr Coatings, LLC	\$ 33,500.00	--	--
Wyoming Earthmoving Corporation	--	\$ 46,401.75	\$ 32,984.50
Engineer's Estimate	\$ 25,500.00	\$ 38,350.00	\$ 29,540.00

*We create solutions that build better communities.*

### **Schedule A (Z2-R1)**

The bid received was \$8,000.00 higher than the Engineer's Estimate. This difference is primarily due to the nature of the project involving three separate days to install the final coating.

### **Schedule B (Z1-R4)**

The bid received was \$8,051.75 higher than the Engineer's Estimate. The cost difference in the schedule can be attributed to the concrete subcontractor's cost.

### **Schedule C (Z1-R5)**

The bid received was \$3,444.50 higher than the Engineer's Estimate.

### **Recommendations**

With the range and quantity of bids, it is our opinion that the bids received were responsive and appropriate for the scope of work involved.

Based on this bid, we recommend awarding the Contract for Schedule A of the EPA Sanitary Survey Tank Repairs Project to Carr Coatings, LLC., in the amount of \$33,500.00, contingent upon City of Gillette funds.

Based on this bid, we recommend awarding the Contract for Schedule B and Schedule C of the EPA Sanitary Survey Tank Repairs Project to Wyoming Earthmoving Corporation, in the amount of \$46,401.75 and \$32,984.50, respectively, contingent upon City of Gillette funds.

We have also attached the official bid tabulation. Please review and let us know if you have any questions.

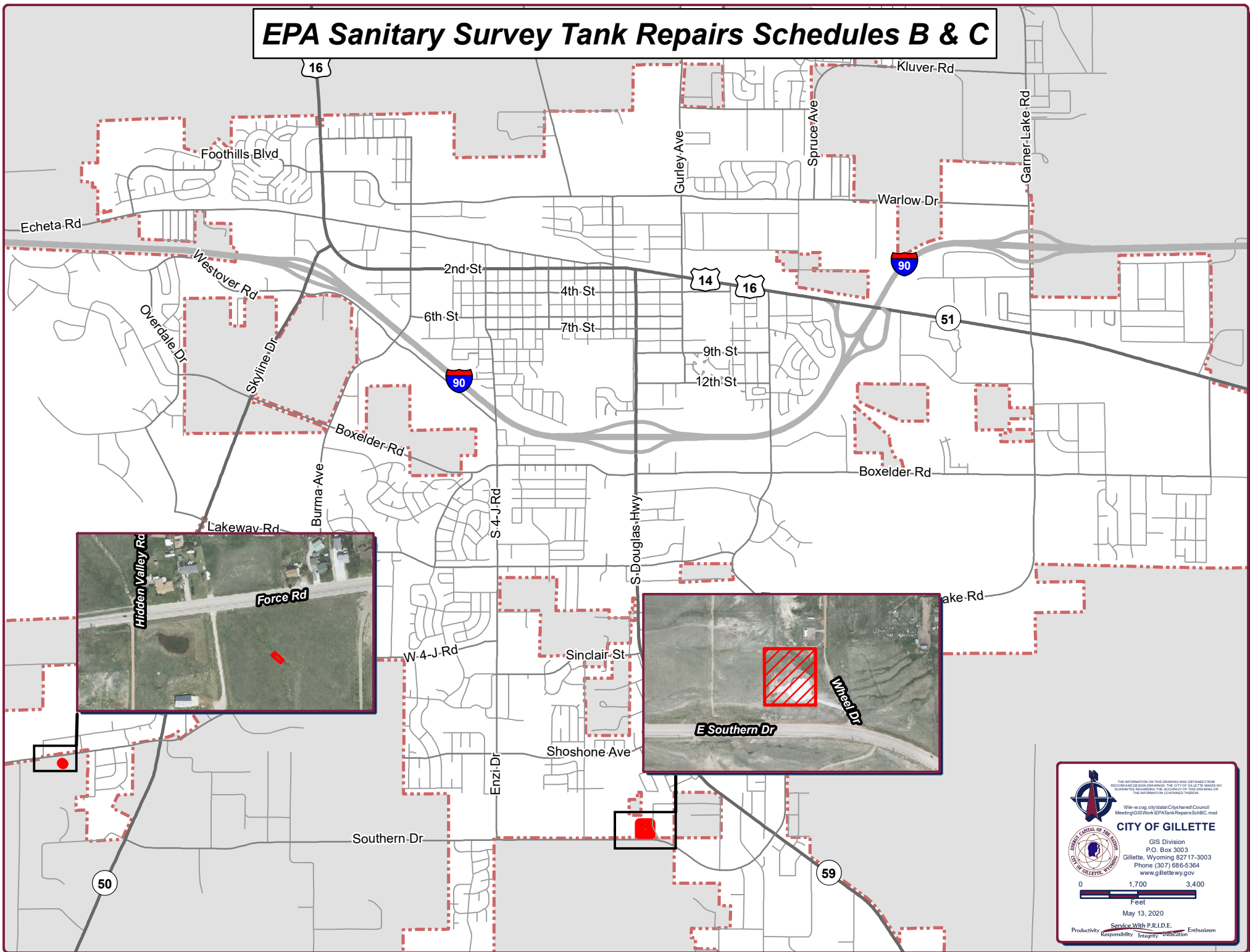
Sincerely,  
MORRISON-MAIERLE, INC.



Zane A. Green, P.E.  
Project Engineer

Encl (1): Bid Tabulation

# EPA Sanitary Survey Tank Repairs Schedules B & C



THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORDS AND SURVEY DATA. THE CITY OF GILLETTE DOES NOT GUARANTEE THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

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Phone (307) 886-5364  
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P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Services for the Environmental Protection Agency Sanitary Survey Tank Repairs Project with Morrison Maierle, Inc., in the Amount of \$23,661.60.

**BACKGROUND:**

The Environmental Protection Agency (EPA) conducted a routine sanitary survey on the City of Gillette's water system on October 17, 2018, and identified the following deficiencies that are required to be corrected:

- Z2R1 Storage tank air vent does not have a solid cover (Schedule A);
- Z1R4 Storage tank overflow discharges at an improper height (Schedule B);
- Z1R5 Storage tank overflow discharges at an improper height (Schedule C).

This amendment to the contract with Morrison Maierle, Inc., adds bidding and construction phase services for two separate construction contracts.

**ACTUAL COST VS. BUDGET:**

Account Number: 503-70-73-441-70-47510

Project Number: 20UT03

**SUGGESTED MOTION:**

I Move for Approval of a Professional Services Agreement for the Environmental Protection Agency Sanitary Survey Tank Repairs Project with Morrison Maierle, Inc., for Construction Management Services in the Amount of \$23,661.60.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download

☐ [Agreement](#)

☐ [Project Exhibit](#)





May 8, 2020

Mr. Levi Jensen, PE  
City of Gillette Utilities Department  
611 Exchange Ave  
Gillette, WY 82716

RE: Proposal for Bidding & Construction Engineering Services for the Z2-R1 Vent and Z1-R4 Z1-R5 Overflow Structures Replacement Project

Mr. Jensen:

As we discussed in our meeting in April, the following scope of services is being requested by the City of Gillette:

The City of Gillette is asking Morrison Maierle to handle all bid and construction management tasks associated with the EPA Sanitary Survey Tank Rehabilitation Project. Prior, portions of these tasks were going to be handled by the City of Gillette staff. With the project bid out to two contractors, the attached effort summary detail has been updated to inspect the three schedules.

- a. Z2-R1 Storage Tank – Carr Coatings out of Belle Fouché will be installing the vent. Submittal review of the vent as well as structural inspections of the repairs will be done. Coating inspections will be done. Carr Coatings expects to do this over 3 days plus disinfect after the vent is installed. Spot checking of work was included as he finishes the welding, installation of vent, and each coat.
- b. Z1-R4 Storage Tank – Wyoming Earthmoving Corporation will pothole the existing pipe that will need to be done prior to ordering of the inlet structure. Survey is required to stake the two locations. This site also includes a concrete contractor for a trickle channel. Survey and RPR services were added to be present on all underground and concrete activities. Construction testing from American Engineering and Testing was added to handle a proctor, density testing, and concrete cylinders.
- c. Z1-R5 Storage Tank – Wyoming Earthmoving Corporation will install a new discharge structure. Construction staking of grading bounds was included. Spot checking of grading, installation of geofabric, rip rap, and the outlet structure will be done. Geotechnical testing was included to provide a proctor and density tests.

The cost for providing bidding and construction administration services is **\$23,661.60**.

A full breakout of our fees are included as attached. An amendment form has been added.

*We create solutions that build better communities*

Please do not hesitate to contact us directly at [zgreen@m-m.net](mailto:zgreen@m-m.net) or (307) 687-1812 if you have any questions related to our proposal. We are excited about this project and look forward to working with your team.

Best Regards:

Morrison-Maierle, Inc.



---

Zane Green, PE

# Gillette Madison Pipeline Regional Connection Z2-R1 Vent and Z1-R4 Z1-R5 Overflow Structures Replacement Project

MORRISON - MAIERLE, INC.  
SUMMARY OF PROPOSED COSTS  
May 8, 2020

## FEE ESTIMATE FOR ENGINEERING SERVICES

MAJOR WORK ITEM	PROJECT MANAGER	ASSISTANT ENGINEER	STRUCTURAL ENGINEER	ELECTRICAL ENGINEER	SURVEYOR	PROJECT QA/QC REVIEW	DESIGN TECHNICIAN	TOTAL HOURS	TOTAL LABOR
<b>Task 1 - Project Coordination/Management</b>									
Resource Mgmt, Pay Apps, Etc..	4	-	-	-	-	4	-	8	\$ 1,280.00
	4	-	-	-	-	4	-	8	\$ 1,280.00
<b>Task 2 - Bidding</b>									
PreBid Meeting	2	3	-	-	-	-	-	5	\$ 670.00
Bid Opening	1	-	-	-	-	-	-	1	\$ 160.00
Addendums, Phone Questions, Evaluate Bids, Bid Tab, Letter of Recommendation	1	4	-	-	-	-	-	5	\$ 720.00
	4	7	-	-	-	-	-	11	\$ 1,550.00
<b>Task 3 - Construction Inspection (Schedule A, Z2-R1)</b>									
Submittal Review	2	-	-	-	-	-	-	2	\$ 320.00
Construction Staking	-	-	-	-	-	-	-	-	\$ -
RPR Inspection	2	8	-	-	-	-	-	10	\$ 1,440.00
Progress Meetings	2	2	-	-	-	-	-	4	\$ 600.00
Pay Applications, Change Orders, Etc...	2	4	-	-	-	-	-	6	\$ 880.00
Record Drawings	1	2	-	-	-	-	4	7	\$ 884.00
	9	16	-	-	-	-	4	29	\$ 4,124.00
<b>Task 4 - Construction Inspection (Schedule B, Z1-R4)</b>									
Submittal Review	-	2	-	-	-	-	-	2	\$ 280.00
Construction Staking	-	-	-	-	4	-	-	4	\$ 576.00
RPR Inspection	4	24	-	-	-	-	-	28	\$ 4,000.00
Progress Meetings	2	2	-	-	-	-	-	4	\$ 600.00
Pay Applications, Change Orders, Etc...	2	4	-	-	-	-	-	6	\$ 880.00
Record Drawings	1	2	-	-	-	-	4	7	\$ 884.00
	9	34	-	-	4	-	4	51	\$ 7,220.00
<b>Task 5 - Construction Inspection (Schedule C, Z1-R5)</b>									
Submittal Review	-	2	-	-	-	-	-	2	\$ 280.00
Construction Staking	-	-	-	-	4	-	-	4	\$ 576.00
RPR Inspection	4	16	-	-	-	-	-	20	\$ 2,880.00
Progress Meetings	2	2	-	-	-	-	-	4	\$ 600.00
Pay Applications, Change Orders, Etc...	2	4	-	-	-	-	-	6	\$ 880.00
Record Drawings	1	2	-	-	-	-	4	7	\$ 884.00
	9	26	-	-	4	-	4	43	\$ 6,100.00

SUMMARY OF ESTIMATED LABOR COSTS	HOURS	RATE	TOTAL LABOR
Project Manager	35	\$ 160.00	\$ 5,600.00
Assistant Engineer	83	\$ 140.00	\$ 11,550.00
Structural Engineer	0	\$ 146.00	\$ -
Electrical Engineer	0	\$ 155.00	\$ -
Surveyor	8	\$ 144.00	\$ 1,152.00
Project QA/QC Review	4	\$ 160.00	\$ 640.00
Design Technician	12	\$ 111.00	\$ 1,332.00
<b>TOTAL LABOR</b>	<b>142</b>		<b>\$20,274.00</b>

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST
Code Review	LS	-	\$ -	\$ -
Geotechnical	LS	1.1	\$ 2,200.00	\$ 2,420.00
Postage/Freight	each	1	\$ 50.00	\$ 50.00
Reproduction/Printing	each	500	\$ 0.10	\$ 50.00
Airfare	each	-	\$ -	\$ -
Vehicle	each	1200	\$ 0.723	\$ 867.60
Lodging	each	-	\$ 135.00	\$ -
Per Diem	each	-	\$ 40.00	\$ -

**TOTAL DIRECT EXPENSES** **\$ 3,387.60**

Notes:

1. **TOTAL \$ 23,661.60**

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 15, 2019.

**AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT**

**PROJECT NO. 20UT03**

**1. Background Data:**

- a. Effective date of OWNER-ENGINEER Agreement: October 14, 2019
- b. OWNER: City of Gillette
- c. ENGINEER: Morrison-Maierle, Inc.
- d. Project: EPA Sanitary Survey Repairs Project

**2. Nature of Amendment:** [*Check those that are applicable.*]

- ☐ Additional Services to be performed by ENGINEER
- ☐ Modifications to Services of ENGINEER
- ☐ Modifications to Responsibilities of OWNER
- ☒ Modifications to Payment to ENGINEER
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

- ☒ Attachment 1, "Modifications"
- ☐ Other attachments as listed below:

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this agreement. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 8, 2020.

OWNER:

City of Gillette

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ENGINEER:

Morrison-Maierle, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## ATTACHMENT 1

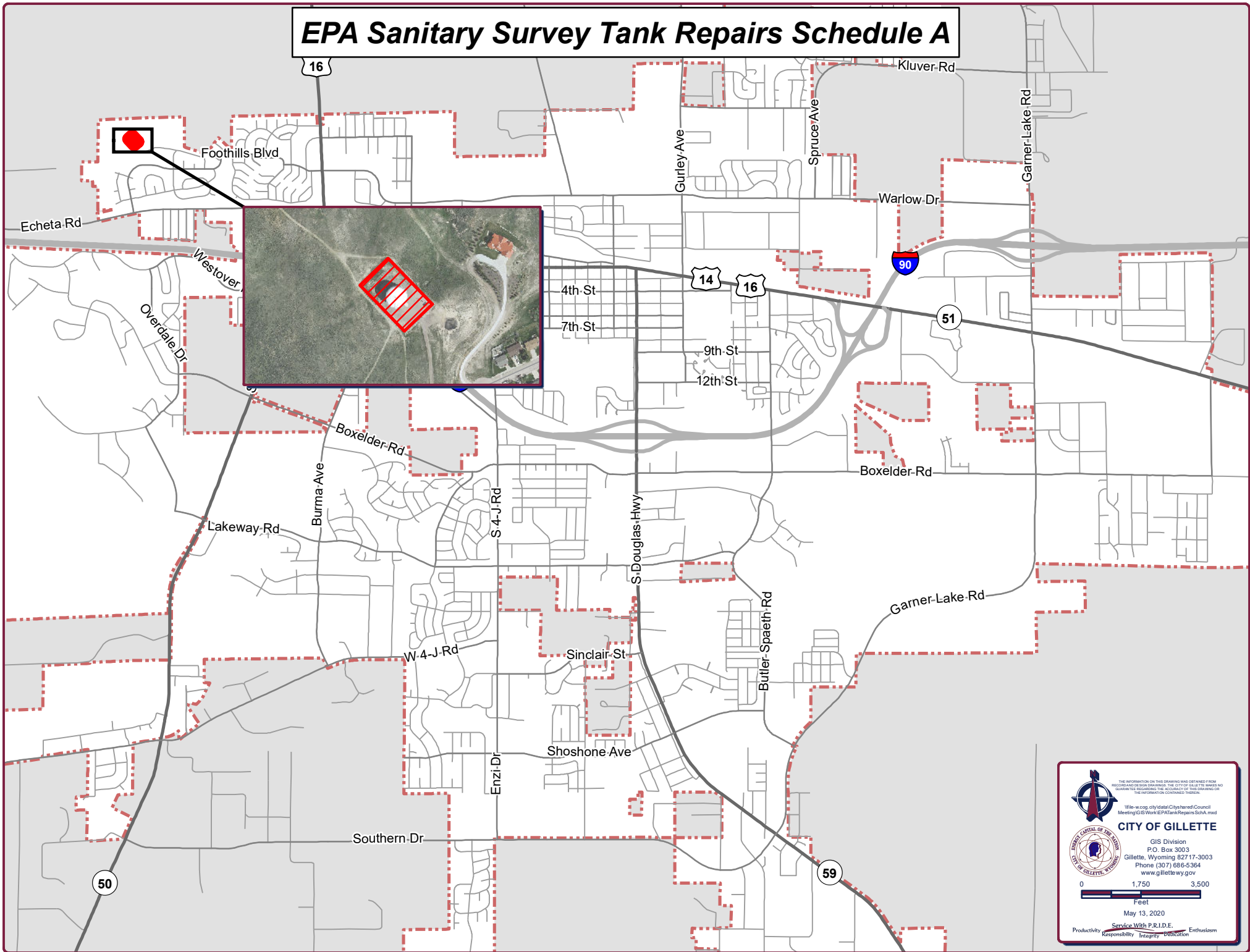
This is **Attachment 1**, consisting of 1 Page(s), to Amendment No.1, Dated 5/8/2020.

### Modifications

[Check the following paragraphs that are appropriate. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and future correspondence or amendments.]

- ☐ A1. ENGINEER shall perform the following Additional Services:
- ☐ A2. 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:
- ☐ A3. The responsibilities of OWNER are modified as follows:
- ☒ A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:
- Total payment agreed to in the contract shall be **INCREASE** by \$23,661.60 for construction administration services.
- ☐ A5. The schedule for rendering services is modified as follows:
- ☐ A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

# EPA Sanitary Survey Tank Repairs Schedule A



THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM  
RECORDS AND DATA ON HAND. THE CITY OF GILLETTE DOES NOT  
GUARANTEE THE ACCURACY OF THIS DRAWING OR  
THE INFORMATION CONTAINED THEREIN.

Wile-w.org citydata/CityShared/Council  
MeetingGISWork/EPA/SanitarySurveyScheduleA.mxd

**CITY OF GILLETTE**

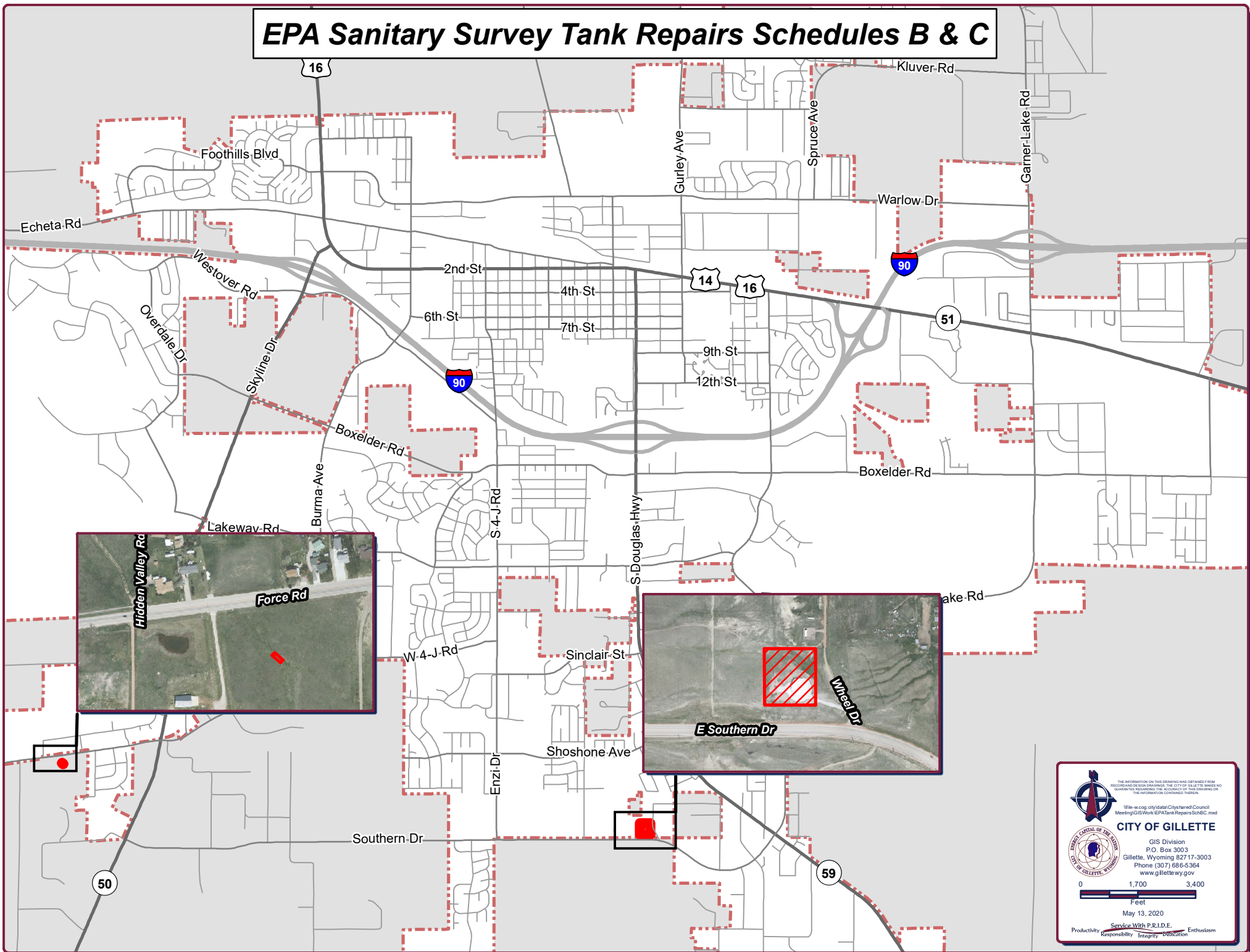
GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 886-5364  
www.gillettewy.gov

0 1,750 3,500  
Feet

May 13, 2020

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

# EPA Sanitary Survey Tank Repairs Schedules B & C



THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORDS AND SURVEY DATA. THE CITY OF GILLETTE DOES NOT GUARANTEE THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

File: w:\gis\city\data\CityShared\Council Meeting\GIS\Work\EPA Tank Repairs Sch B & C.mxd

**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 886-5364  
www.gillettewy.gov

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Feet

May 13, 2020

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



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Stone Gate Estates Improvement and Service District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$659,030.08.

**BACKGROUND:**

This project is included in the second funding package for the Gillette Regional Water Supply Project and provides a connection to the Stone Gate Estates Improvement and Service District (ISD). The Stone Gate Estates ISD connection is accomplished by a new transmission line connected to the Red Hills transmission line that runs along Stone Crest Drive to the Stone Gate tank site. A new control building was placed adjacent to their tank and provides the necessary appurtenances to provide this service.

This project also reconfigured 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 was placed adjacent to the Red Hills tank and provides necessary pressure control for the Red Hills connection and will provide connection points for two future regional connections.

**ACTUAL COST VS. BUDGET:**

The original contract amount for this project was \$704,610.35. There were three change orders for a net decreased cost to the project of \$45,580.27 (6.5% decrease). Below is a summary of these change orders:

Change Order	Description	Contract Time	Change Order Amount
01	Tracer wire test stations; Modified electrical service connection; Graveling of access road	5	\$ 18,163.00
02	Chain link fence at Stone Gate site	3	\$ 7,427.50
03	Final Quantity Adjustments	0	\$ (71,170.77)

Sixty seven percent of the cost of this project was eligible for reimbursement under the grant with the Wyoming Water Development Commission up to the shut off valve downstream of the control building. The remaining infrastructure downstream of the control valve was not eligible for reimbursement, but was eligible to be paid for by CAP Tax.

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

Project No.16UT04

**SUGGESTED MOTION:**

I Move for Approval for the Acceptance of Public Improvements for the Stone Gate Estates Improvement and Service District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$659,030.08.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download

☐ [Warranty Agreement](#)

☐ [Extended Warranty](#)

☐ [Project Exhibit](#)

☐ [Affidavit on Behalf of Contractor](#)

☐ [Certificate of Final Completion](#)



# WARRANTY

(Contractor)

Hot Iron, Inc hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS, STONE GATE ESTATES AND RED HILLS PROJECT FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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



CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS, STONE GATE ESTATES AND RED HILLS

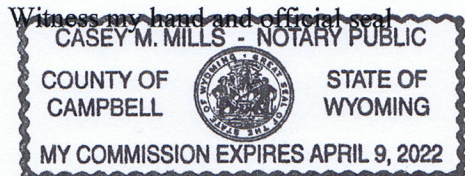
DATED this 6 day of May, 2020

Hot Iron Inc.  
CONTRACTOR (COMPANY NAME)

[Signature] President  
SIGNATURE (TITLE)

STATE OF WYOMING        }  
                                      }  
COUNTY OF CAMPBELL    }       SS

The foregoing instrument was acknowledged before me by Bryan Garland,  
this 6 day of May, 2020



Casey Mills  
Notary Public

My commission Expires: April 9, 2022

**APPROVED BY CITY OF GILLETTE**

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK



# WARRANTY

(Contractor)

Hot Iron, Inc hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the STONE GATE AND RED HILLS CONTROL BUILDINGS AS SUPPLIED BY THE MANUFACTURER INCLUDING ANY MODIFICATIONS MADE FOR THE GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS, STONE GATE ESTATES AND RED HILLS PROJECT FOR A PERIOD OF **TWO YEARS** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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



CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS, STONE GATE ESTATES AND RED HILLS

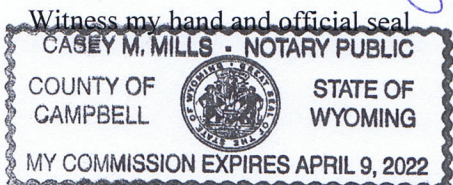
DATED this 6 day of May, 2020

Hot Iron Inc.  
CONTRACTOR (COMPANY NAME)

[Signature]  
SIGNATURE (TITLE)

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Bryan Garland,  
this 6 day of May, 2020



My commission Expires: April 9, 2022

Casey Mills  
Notary Public

APPROVED BY CITY OF GILLETTE

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK

# PANHANDLE CONCRETE PRODUCTS, INC.



**"CONCRETE SOLUTIONS"**

2202 West Overland  
P.O. Box 209  
Scottsbluff, NE 69363

Phone: 1-308-632-2161  
Fax: 1-308-632-2771

Re: Precast Building Warranty

Job: Gillette Regional Water Supply Project Phase II District Extensions, Stone Gate and Red Hills

To Whom It May Concern:

This letter is to serve as a notification of warranty for the buildings manufactured and erected for Hot Iron Construction on the aforementioned project. These buildings are designated as the Stone Gate Estates and Red Hills.

The warranty period for these buildings is for a period of two years from the date of acceptance by the City Council of Gillette, WY.

The warranty covers the structure of the building as supplied and erected by Panhandle Concrete Products. All equipment and components (not manufactured by Panhandle Concrete, i.e. Doors, louvers, etc.) provided with the building will be subject to the pertinent manufacturer's warranty.

In event of a warranty issue, Panhandle Concrete Products must be contacted to provide a remedy for the issue. Any issues not remedied by Panhandle Concrete will void the warranty.

Sincerely,

Andrew Hayward  
Production Manager

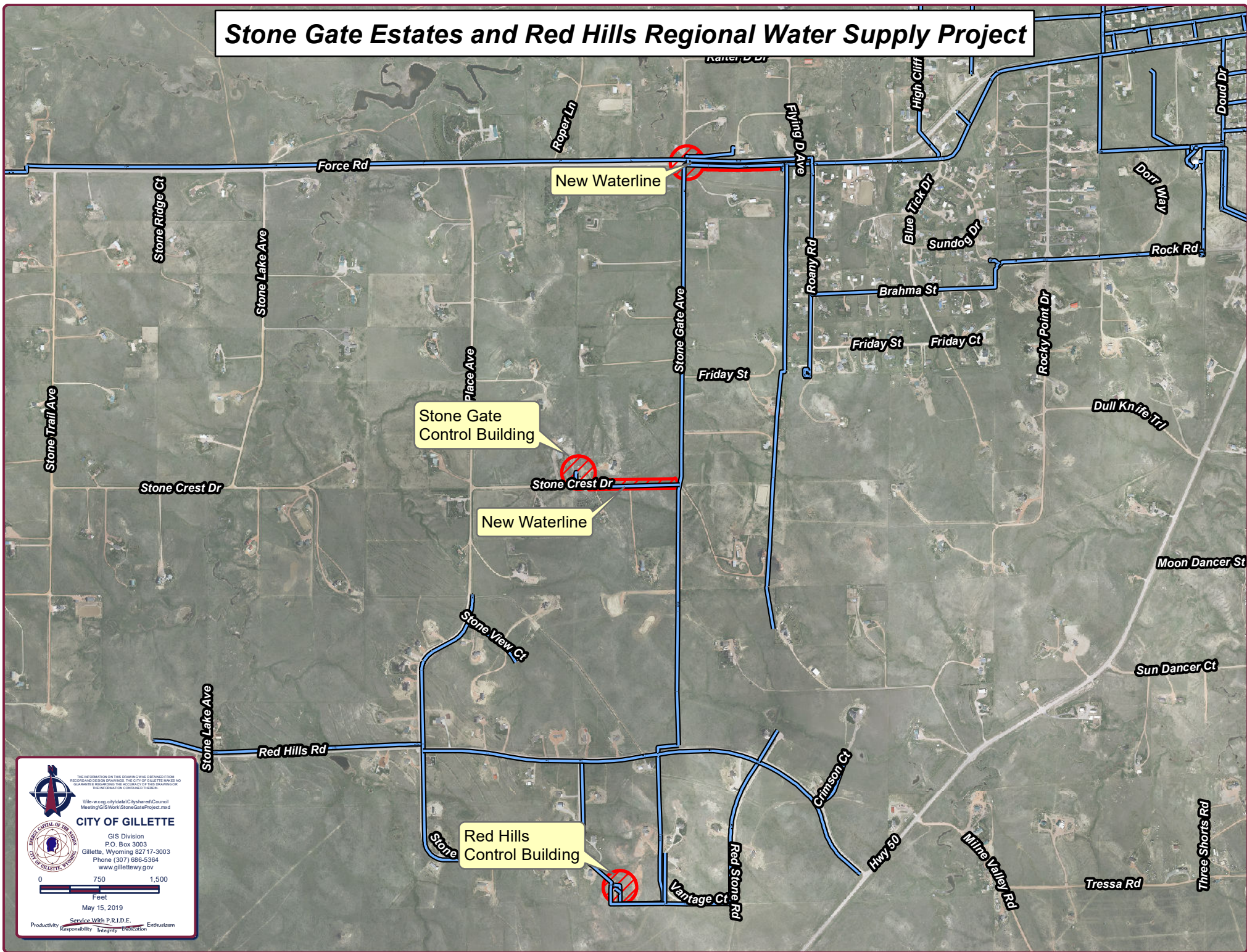


[WWW.PANHANDLECONCRETEPRODUCTS.COM](http://WWW.PANHANDLECONCRETEPRODUCTS.COM)





# Stone Gate Estates and Red Hills Regional Water Supply Project





## AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: \_\_\_\_\_

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hot Iron, Inc the Contractor, dated May 21<sup>st</sup>, 2019.

For the GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS, STONE GATE ESTATES AND RED HILLS

Project

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

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

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

Hot Iron, Inc

Contractor

P.O. Box 1067

Address

Gillette

City

WY

State

82717

Zip Code

[Signature]

Signed by

President

Title

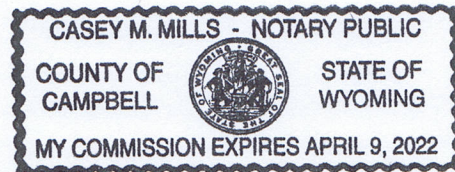
5-6-20  
Date

Subscribed and sworn to before me this 6 day of May, 2020

Casey Mills

Notary Public

My Commission Expires: April 9, 2022





**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE II DISTRICT EXTENSIONS  
STONE GATE ESTATES AND RED HILLS

Project No.: 16UT04

Date of Contract: 5-21-2019

Owner: City of Gillette

Contractor: Hot Iron, Inc

Engineer: DOWL

**This Certificate of Final Completion applies to:**

  X   All Work under the Contract Documents: The project will be closed out accordingly with the condition that the inflow preventer will be installed in the air release station before June 30, 2020. Installation has been delayed because of material delivery by the supplier that has been no fault of the contractor.

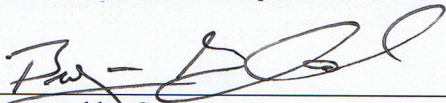
           The following specified portions:

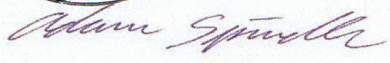
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

March 19, 2020  
Date of Final Completion

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

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

 5-6-20  
Executed by Contractor Date

 5-4-2020  
Executed by Engineer Date

\_\_\_\_\_  
Executed by Owner Date



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Eight Mile Improvement and Service District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$1,152,590.75.

**BACKGROUND:**

This project is included in the second funding package for the Gillette Regional Water Supply Project and provides a connection to the Eight Mile Improvement and Service District (ISD). The Eight Mile ISD connection is accomplished by a new eight inch transmission line along Force Rd beginning at Jocelynn Ave to the Eight Mile ISD tank site. A new control building was placed in proximity to their tank that provides the necessary appurtenances to provide this service.

**ACTUAL COST VS. BUDGET:**

The original contract amount for this project was \$1,108,029.97. There were three change orders for a net added cost to the project of \$44,560.78 (4.0% increase). Below is a summary of these change orders:

Change Order	Description	Contract Time	Change Order Amount
01	Additional contract time for unsuitable material; Rock excavation	6	\$ 7,225.00
02	Removal of oversized end of line plug	1	\$ 3,250.00
03	Final quantities adjustments	0	\$ 34,085.78

Sixty seven percent of the cost of this project was eligible for reimbursement under the grant with the Wyoming Water Development Commission up to the shut off valve downstream of the control building. The remaining infrastructure downstream of the control valve was not eligible for reimbursement, but was eligible to be paid for by CAP Tax.

Budget Account No. 301-70-72-441-70-47415  
Project No. 16UT04

**SUGGESTED MOTION:**

I Move for Approval for the Acceptance of Public Improvements for the Eight Mile Improvement and Service

District Water Connection, Installed by Hot Iron, Inc., in the Amount of \$1,152,590.75.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Affidavit on Behalf of Contractor</a>
<input type="checkbox"/> <a href="#">Certificate of Final Completion</a>
<input type="checkbox"/> <a href="#">Warranty Agreement</a>



## AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: May 13, 2020

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hot Iron, Inc. the Contractor, dated November 7, 2019.

For the Gillette Regional Water Supply Project – District Extension Phase II Eight Mile ISD  
Project

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

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

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

Hot Iron, Inc.  
Contractor  
PO Box 1067  
Address  
Gillette  
City  
Wyoming  
State  
82717  
Zip Code

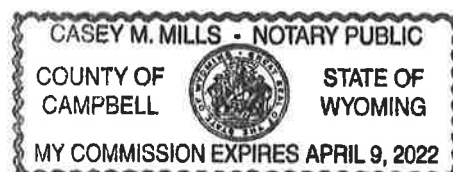
5/13/2020  
Date

Del Toro R.  
Signed by  
Superintendent  
Title

Subscribed and sworn to before me this 13 day of May, 2020

Casey Mills  
Notary Public

My Commission Expires: April 9, 2022



**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: Gillette Regional Water Supply Project – District Extension Phase II Eight Mile ISD

Project No.: 16UT04

Date of Contract: November 7, 2019

Owner: City of Gillette

Contractor: Hot Iron, Inc.

Engineer: HDR Engineering

**This Certificate of Final Completion applies to:**

  X   All Work under the Contract Documents:

       The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

May 13, 2020  
Date of Final Completion

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

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

  
Executed by Contractor

5/13/2020  
Date

  
Executed by Engineer

5/13/2020  
Date

\_\_\_\_\_  
Executed by Owner

\_\_\_\_\_  
Date

# WARRANTY

## (Contractor)

Hot Iron, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Gillette Regional Water Supply Project – District Extension Phase II Eight Mile ISD “project” FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for the Gillette Regional Water Supply Project – District Extension Phase II Eight Mile ISD “project”.

DATED this 13 day of May, 2020

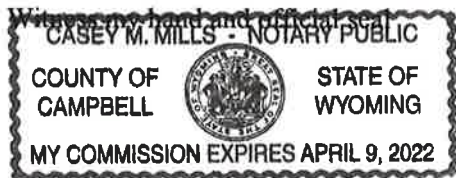
Hot Iron, Inc.

CONTRACTOR (COMPANY NAME)

Del Toro R. Superintendent.  
SIGNATURE (TITLE)

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Del Toro,  
this 13 day of May, 2020



My commission Expires: April 9, 2022

Casey Mills  
Notary Public

**APPROVED BY CITY OF GILLETTE**

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK



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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Wastewater Treatment Plant Ultra Violet Disinfection Building Addition Project, Installed by Van Ewing Construction, Inc., in the Amount of \$489,221.52.

**BACKGROUND:**

This project was a two room addition to the Ultra Violet (UV) Disinfection Building to relocate electrical equipment associated with the UV Disinfection system, installation of a new air handler unit, reconfiguration of existing air handler duct work, installation of a new air conditioner for the new electrical equipment room.

**ACTUAL COST VS. BUDGET:**

The original contract amount for this project was \$485,000.00. There were two change orders for a net increased cost to the project of \$4,221.52 (0.9% increase). Below is a summary of these change orders:

Change Order	Description	Contract Time	Change Order Amount
01	Slope Paving	0	\$ 3,135.32
02	Condensate Drain	0	\$ 1,086.20

Budget Account No. 505-70-75-443-70-47510

Project No.19UT03

**SUGGESTED MOTION:**

I Move for Approval for the Acceptance of Public Improvements for the Wastewater Treatment Plant Ultra Violet Disinfection Building Addition Project, Installed by Van Ewing Construction, Inc., in the Amount of \$489,221.52.

**STAFF REFERENCE:**

**VIDEO** - Michael H. Cole, P.E., Utilities Director

**ATTACHMENTS:**

[Click to download](#)



<input type="checkbox"/> <a href="#">Warranty Agreement</a>
<input type="checkbox"/> <a href="#">Affidavit on Behalf of Contractor</a>
<input type="checkbox"/> <a href="#">Certificate of Final Completion</a>

# WARRANTY

(Contractor)

Van Ewing Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the UV Disinfection Building Addition FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

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

DATED this 27 day of August, 2019

Van Ewing Construction, Inc.

CONTRACTOR (COMPANY NAME)



SIGNATURE

(TITLE)

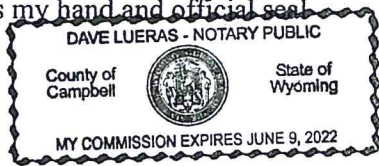
STATE OF WYOMING }

SS

COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Jacobi Ewing,  
this 27th day of August, 2019

Witness my hand and official seal

  
Notary Public

My commission Expires: 06/09/2022

APPROVED BY CITY OF GILLETTE

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK

## AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 8-27-19

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Van Ewing Construction, Inc. the Contractor, dated 8-27-19.

For the UV Disinfection Building Addition

Project

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

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

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

Van Ewing Construction, Inc.

Contractor

PO Box 99

Address

Gillette

City

Wyoming

State

82717

Zip Code

[Signature]

Signed by

President

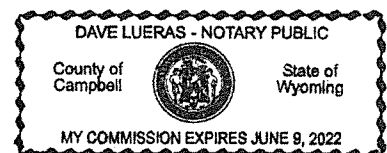
Title

Subscribed and sworn to before me this 27<sup>TH</sup> day of AUG, 2019

[Signature]  
Notary Public

My Commission Expires: 06/09/2022

8/27/19  
Date



**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: UV Disinfection Building Addition

Project No.: 19UT03

Date of Contract: 3/26/2019

Owner: City of Gillette

Contractor: Van Ewing Construction, Inc.

Engineer: Arete Design Group

**This Certificate of Final Completion applies to:**

XX All Work under the Contract Documents:

       The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

May 4, 2020  
Date of Final Completion

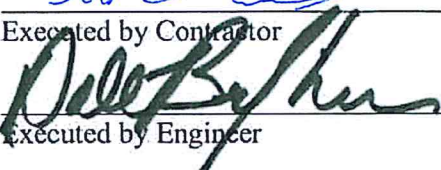
The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

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

  
Executed by Contractor

5-4-20

Date

  
Executed by Engineer

5.4.2020

Date

\_\_\_\_\_  
Executed by Owner

\_\_\_\_\_  
Date





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

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

An Ordinance to Amend Chapter 16, Section 12 of the Gillette City Code to Increase the Court Automation Fee to Forty Dollars.

**BACKGROUND:**

The Wyoming Supreme Court issued an order implementing court fee hikes that were approved during the Legislature's recent budget session, effective July 1, 2020. The court automation fee a city may impose will increase from \$25 to \$40.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move to Approve an Ordinance to Amend Chapter 16, Section 12 of the Gillette City Code to Increase the Court Automation Fee to Forty Dollars on First Reading.

**STAFF REFERENCE:**

Anthony Reyes, City Attorney

**ATTACHMENTS:**

Click to download

☐ [Court Automation Fee Ordinance](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 16, SECTION 12 OF THE GILLETTE CITY  
CODE TO INCREASE THE COURT AUTOMATION FEE TO FORTY DOLLARS.

WHEREAS, the Governing Body of the City of Gillette desires to amend Chapter 16, Section 16-12 of the Gillette City Code to raise the Court Automation Fee from twenty-five dollars (\$25.00) to forty dollars (\$40,00) to comply legislative changes to WYO. STAT. § 5-6-108.

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

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

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

Every judgment requiring any person to pay a fine for the violation of any provision of this Code or other ordinance of the city and every case where the defendant is convicted under any provision of this Code or other ordinance of the city, such judgment shall include the costs of the proceedings in the amount of ten dollars (\$10.00) and shall be paid by the defendant. The court shall impose a court automation fee of forty dollars (\$40,00) in every criminal case wherein the defendant is found guilty, enters a plea of guilty or not contest or is place on probation under WYO. STAT. § 7-13-301, pursuant to WYO. STAT. § 5-6-108.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_ 2020.

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

**DATE:** 5/19/2020 7:00:00 PM

**SUBJECT:**

An Ordinance Amending Section 5-I-6. A. of the Gillette City Code to Adopt the 2020 Edition of the National Electrical Code for the City of Gillette.

**BACKGROUND:**

Building staff has reviewed the latest edition of the National Electrical Code and recommends its adoption at this time. The State is scheduled to approve it as well. The local exceptions that have been made are still accurate and so that part of 5-I-6 will not need to be updated.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the Approval of an Ordinance Amending Section 5-I-6. A. of the Gillette City Code to Adopt the 2020 Edition of the National Electrical Code for the City of Gillette.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [NEC 2020 Ordinance](#)

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5-I-6. A.  
OF THE GILLETTE CITY CODE TO ADOPT THE  
2020 EDITION OF THE NATIONAL ELECTRICAL  
CODE FOR THE CITY OF GILLETTE

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

SECTION ONE. Section 5-I-6. A. of the Gillette City Code is amended to  
read as follows:

§ 5-I-6. Adoption of National Electric Code.

A. There is hereby adopted by reference the National Electrical Code, 2020 Edition, that certain document as copyrighted by the National Fire Protection Association including Article 80, also known as Annex H. Said document is hereby adopted as the Electrical Code for the incorporated areas of the City of Gillette for regulating the installation, maintenance, operation and repair of all electric wiring and electrical apparatus of any nature whatsoever, whether inside or outside of any building or structure and each and all regulations, provisions, penalties, conditions and terms of the National Electrical Code, 2020 Edition, including Article 80, are hereby referred to, adopted, and made a part there of as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Louise Carter-King, Mayor

( S E A L )  
ATTEST:

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

Publication Date: