CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E 5TH ST.
CITY OF GILLETTE
Tuesday, November 5, 2024
6:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. **Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life Church.**

C. Approval of General Agenda.

D. Approval of Consent Agenda.

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a member of Council so requests, in which case, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

1. **Minutes**
   a. **Regular Meeting Minutes - October 15, 2024**
      Executive Session Meeting Minutes - October 15, 2024
2. **Other - Consent**
3. **Ordinance 3rd Reading - Consent**
4. **Ordinance 2nd Reading - Consent**
   a. **An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, from R-4, Multi-Family Residential District, to C-2, Central Business District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)**
      Staff Reference: Ry Muzzarelli, P.E., Development Services Director
5. **Bills and Claims**
   a. **Bills and Claims**
      Staff Reference: Michelle Henderson, Finance Director

E. Approval of Conflict Claims.

F. Comments.

1. **Council**
2. **Liaison Reports**
3. **Written**
4. **Other - Comments**
   a. **A Proclamation Designating November 4-11, 2024 as *Green Light for Veterans Week.***
      ~ CARE Board

Staff Reference: Michael H. Cole, City Administrator

b. **A Proclamation Designating November 29, 2024 as *Plaid Friday and November 30, 2024 as Small Business Saturday.***
~ Gillette Main Street Executive Director Jessica Seders

Staff Reference: Michael H. Cole, City Administrator

G. Unfinished Business.

1. **Ordinance 2nd Reading.**

2. **Ordinance 3rd Reading.**

3. **Other.**

H. New Business.

1. Presentations

a. **Things to Know Video for November 2024**

Staff Reference: **VIDEO** - Jennifer Toscana, Public Affairs Director

2. Minute Action

a. **Council Consideration of a Street Closure on the Front Half of 3rd Street Plaza, and Closure of City Parking Lot B for VIP Seating and Parking, on December 7, 2024 from 2:30 p.m. to 8:00 p.m., Requested by Gillette Main Street.**

Staff Reference: **MAP** - Jennifer Toscana, Public Affairs Director

b. **Council Consideration for the Closure of Burlington Lake Parking Lot on November 9, 2024, from 8:00 a.m. to 12:00 p.m. for a Girls On The Run 5K, Requested by the Boys and Girls Club of Campbell County.**

Staff Reference: **MAP** - Jennifer Toscana, Public Affairs Director

c. **Council Consideration for the Acceptance of Bid to Fremont Motors Riverton, Wyoming in the amount of $47,617 for their bid on One (1) NEW 2025 – 3/4 TON 4WD Long Wheelbase Extended Cab Pickups**

Staff Reference: Sawley Wilde, Public Works Director

d. **Council Consideration for the Acceptance of Bid to Altec Industries, Birmingham, AL in the amount of $185,831 for One (1) new Altec AT40-G telescoping aerial device mounted on a 2026 extended cab and chassis.**

Staff Reference: Sawley Wilde, Public Works Director

e. **Council Consideration of a Professional Services Agreement for the Design and Bidding of the Hidden Valley Sanitary Sewer Improvements with KLJ Engineering, LLC, in the Amount of $80,550.00. (1% Project)**

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

f. **Council Consideration of a Professional Services Agreement for the Design and Bidding of the Killarney Subdivision Water Main Improvements: Phase 1 with KLJ Engineering, LLC, in the Amount of $59,885.00. (1% Project)**

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

g. **Council Consideration to Authorize the Mayor to Sign Amendment No. 18 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.**

Staff Reference: Joff J. Pilon, P.E., Utilities Director
Sean Brown, City Attorney

h. **Council Consideration for the Acceptance of Public Improvements for the Central Control Improvements Project: Phase 1, Installed by Hladky Construction, Inc., in the Amount of $1,534,628.46 (1% Project).**

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

i. **Council Consideration for the Acceptance of the Council of Community Services Parking Lot**

Improvements Project, Installed by Mountain Peak Builders, LLC, in the Amount of $351,140.50.
Staff Reference: **VIDEO** - Ry Muzzarelli, P.E., Development Services Director

j. **Council Consideration to Approve the Pre-Annexation Agreement Between the City of Gillette and Hoskinson Biotechnology Holding LLC for Property Located at 460 Hwy 50.**

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

k. **Council Consideration to Approve an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Hoskinson Biotechnology Holding LLC for 475 Hwy 50.**

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

l. **Council Consideration to Approve an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Sharon Doud & Doud Land Company LLC for Property Located at 3580 Southern Drive.**

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

m. **Council Consideration of a Resolution Authorizing the Submission of an Application to the Land and Water Conservation Fund Grant Program for the Governing Body of the City of Gillette, Wyoming for the Purpose of the Dalbey Memorial Park Restroom Improvements #7 Project.**

Staff Reference: Michelle Henderson, Finance Director

n. **Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of the Dodrill Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

o. **Council Consideration of a Resolution Approving and Authorizing the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

p. **Council Permission for City Staff to Solicit Sealed Bids for the Sale of Certain Real Property Located at 101 N. Gillette Ave., Gillette, WY 82716.**

Staff Reference: **MAP** - Sean Brown, Gillette City Attorney.

3. Ordinance 1st Reading.

4. Appointments

a. **Appointments to Advisory Board**
~CARE Board - One (1) Term Expiring on January 31, 2028
~Gillette Historic Preservation Commission - One (1) Term Expiring on December 31, 2027

Staff Reference: Michael Cole, City Administrator

I. Public Hearings and Considerations

1. **A Public Hearing for the Issuance of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.**

Staff Reference:

2. **Council Consideration of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.**

Staff Reference: Jennifer Toscana, Public Affairs Director

3. **A Public Hearing to Consider Amendments to the Gillette City Budget for FY2024-2025.**

Staff Reference: Michelle Henderson, Finance Director

4. **Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2024-2025.**

Staff Reference: Michelle Henderson, Finance Director

5. **Council Consideration of an Amendment to a Professional Services Agreement for Design and Bidding**

Services Associated with the 30" Madison Repair Project, with HDR Engineering, Inc, in the Amount of $107,278.60.

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

6. **Council Consideration of a Bid Award for the Enzi Practice Field Improvements Project to Powder River Construction, Inc., in the Amount of $1,891,308.50.**

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

7. **Council Consideration of a Bid Award for the Heritage Lift Station Replacement Project, to DRM Inc., in the Amount of $3,512,842.89. (1% Project)**

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

J. Public Comment

The purpose of Public Comment is for the Council to receive thoughts, suggestions, and concerns from our citizens. To this end, the Council will not engage in any discussion with individuals presenting Public Comment; nor will the Council engage in discussion amongst itself during the Public Comment Period. The reason for this is to treat each presenter and the ideas presented with due respect. Many of the ideas presented will require time for careful consideration, review, and discussion with City Staff. After such time, the Council may respond to matters raised during Public Comment at an appropriate time and setting.

K. Administrator's Report

L. Executive Session

1. **Executive Session for Personnel Pursuant to W.S. 16-4-405(a)(ii) and Potential Litigation Pursuant to W.S. 16-4-405(a)(iii).**

   Staff Reference: Sean Brown, City Attorney

M. Adjournment

City Council Meeting Comment Form

MAYOR

Shay Lundvall

COUNCIL MEMBERS BY WARDS

WARD 1	WARD 2	WARD 3
Tricia Simonson	Billy Montgomery	Heidi Gross
Jim West	Timothy Carsrud	Nathan McLeland

www.gillettewy.gov

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life Church.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Regular Meeting Minutes - October 15, 2024

Executive Session Meeting Minutes - October 15, 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
Regular Meeting Minutes 10.15.2024

A regular meeting of the City Council was held on Tuesday the 15th day of October 2024, in the City Hall Council Chambers.

Present were Councilmembers Simonson, Carsrud, McLeland, Gross, Montgomery, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Muzzarelli, Pilon, Toscana, Wasson, and Wilde; Safety Manager Milliron; City Clerk Allen and Deputy Clerk Clymer.

Invocation and Pledge of Allegiance
The Invocation and Pledge of Allegiance was led by Zachary Viggers with Trinity Luteran Church.

Approval of General Agenda
Council President Carsrud made a motion to approve the General Agenda; seconded by Councilmember Simonson. All voted aye. The motion carried.

Approval of Consent Agenda
Minutes
Regular Meeting Minutes – October 1, 2024
Executive Session Meeting Minutes – October 1, 2024

Other – Consent
Council Consideration for the Write-off of Bad Debt on Uncollectible General Billing Accounts in the Amount of $12,169.44.

Council Consideration for the Write-Off of Bad Debt on Uncollectible Utility Accounts in the Amount of $168,247.45.

Ordinance 3rd Reading – Consent

ORDINANCE NO. 4050
AN ORDINANCE TO AMEND SECTION 6 – TO AUTHORIZE K-12 TRANSPORTATION FACILITY AS A PERMITTED USE IN SECTION 6.M.(2)(BBBBB); AS DEFINED IN THE ZONING ORDINANCE (PLANNING COMMISSION VOTE: 4/0)

Bills and Claims
Absolute Auto, LLC, 155.50; Advance Auto Parts, 172.34; Advanced Traffic Products Inc, 4,865.50; Agosto Holdings, LLC, 3,487.96; All Electric LLC, 70.19; Aloft Technologies, Inc, 3,800.00; Alsco, 1,356.06; Altec Industries Inc, 4,880.94; American Welding & Gas Inc, 39.52; Anixter Power Solutions, 172,797.55; Antelope Valley Improvement & Service District, 7.50; Architectural Specialties LLC, 535.00; Arrow Printing and Graphics Inc, 92.00; Atlas Office Products, 650.93; Avi Systems Inc, 900.00; Beatty, Rebecca, 152.70; Bft Lp, 335.99; Big D Sanitation, 4,750.00; Big Horn Tire Inc, 3,478.45; Bighorn Hydraulics Inc, 718.22; Bighorn Mountain Electric LLC, 9,459.88; Black Hills Wyoming LLC, 4,391.28; Blackmore And Glunt, Inc, 6,032.42; Blue Cross Blue Shield of Wyoming, 102,844.10; Blue Cross Blue Shield of Wyoming, 78,038.16; Bomgaars Supply, 23.93; Border States Electric, 28,058.28; Brown, Patricia, 133.33; Butch Reynolds, 1,855.00; Cahoy Pump Service, 2,283.00; Campbell County Joint Powers Fire Board, 1,227,902.00; Campbell County Treasurer, 162,539.58; Cbh Co-Op, 2,451.31; Charter Media, 1,099.00; City Clerk Office, 2,373.10; City Of Gillette, 12.74; Collins Communications Inc, 394.56; Consolidated Electrical Distributors, Inc, 192.96; Consolidated Engineers Inc, 17,569.45; Crestview Improvement & Service District, 27.58; Crook, Jodi & Ty, 172.60; Crum Electric Supply Company, 53,623.88; Cruse, Gail, 129.05; Cummins Rocky Mountain Inc, 4,625.16; Dan Hart Patrol Service, LLC, 31,760.61; Dana Kepner Company Inc, 7,709.41; Deca Wasson, 219.52; Dessa Gydesen, 1,800.00; Dove, Ojay, 130.00; Dowl LLC, 10,510.90; Drm Inc, 144,406.24; Dykman Electrical Inc, 7,886.84; Eaton Sales & Service LLC, 1,119.40; Edi Mendoza, 49,111.50; Einfalt, Katarina, 6.90; Elm Court Apts, 4.89; Employment Testing Services Inc, 589.00; Energy Laboratories Inc, 756.90; Farmer Brothers Company, 463.25; Fastenal Company, 14.09; FedEx, 25.24; Ferguson Enterprises, Inc #1116, 104.00; First National Bank of Gillette, 60,068.73; First Northern Bank of Wyoming, 7,398.88; First State Back, Division of Glacier Bank, 1,671.61; Flagshooter LLC, 662.47; Frandson Safety Inc, 330.00; Frontier Precision Inc, 35.00; G & R Controls Inc, 3,165.00; Geiser, Jerry & Marie, 98.10; Gillette Contractors Supply Inc, 28,247.98; Gillette Steel Center, 916.96; Global Payments Inc, 583.33; Gmco Corporation, 68,925.00; Govermentjobs.Com, 10,157.00; Governmentjobs.Com, 600.00; Granicus LLC, 10,769.60; Gregersen, Casey, 13.03; Hdr Engineering Inc, 209,917.03; Hector Fuentes, 42,327.87; Hillcrest Spring Water Inc, 162.50; Hinz, Matthew, 207.88; Hladky Construction, 90,532.21; Hot Iron, 505,997.88; Hub International Mountain States Limited, 100.00; Hub International Mountain States Limited, 200.00; Hughes Fire Equipment, Inc., 10,328.70;

Hurlburt, Debra, 80.49; Identifix Inc, 59.50; Interstate Engineering, Inc, 20,039.42; Jack's Truck Center Inc, 29,995.00; Jack's Truck Center Inc, 5,843.14; Jacobs, Garth, 44.46; Jimenez Romero, Andrea, 132.32; Juarez, Eduardo, 76.52; Katie J Golinvaux, 194.00; King, Braden, 112.77; Klj Engineering LLC, 47,629.67; Land Surveying Incorporated, 3,705.77; Lawson Products, Inc., 1,544.77; Lefave, Mckenzia, 133.78; Liberty Village Apartments and Townhomes, 12.24; Line Finders, LLC, 735.00; Lopez, Eddie, 75.23; Lopez, Josue, 56.95; Marchant, Kevin, 86.62; Markee Escrow Services, Inc, 153,549.56; Mcm General Contractors, 30,384.90; Mechanical Design Works, 5,500.00; Michael Cole, 170.18; Michelle L. Dennis, 1,400.00; Midland Implement Co Inc, 886.68; Mii Life Insurance, Incorporated, 1,405.72; Mii Life Insurance, Incorporated, 1,702.51; Mike And Judy Hladky, 13,911.34; Molly Jensen-Zeleski, 99.21; Morrison Maierle Inc, 22,263.75; Morrison, Elizabeth, 176.28; Mountain Peaks Diagnostics, LLC, 55.80; Nathan G Steiner, 3,829.05; New Pig Corporation, 6,641.05; New Vision Auto Body & Accessories, 304.98; Newman Signs Inc, 715.30; News Record, 8,109.89; Norco Inc, 902.92; Online Information Services Inc, 352.64; Paintbrush Sewer & Drain, 2,479.00; Path Wellness Solutions, 17.99; Patience Blocker, 1,605.75; Pca Engineering Inc, 32,380.49; Phil Gonzales, 810.00; Postal Pros Southwest Inc, 2,774.18; Powder River Construction, 768,936.91; Powder River Heating & Conditioning Corporation, 420.00; Proelectric Inc, 3,063.75; Purvis Industries, LLC, 107.04; Razor Holdings, LLC, 12.98; Rdo Equipment Co, 389.41; Record Supply Inc Napa, 2,179.25; Rms Instrument & Electrical, LLC, 8,535.86; Romero, Ivonne, 147.93; S & S Builders, 281,836.81; Security State Bank, 21,812.79; Simon Contractors, 6,333.07; Stadsvold, Benton, 126.42; State Of Wyoming Office of The Attorney General, 60.00; Stuart C. Irby Co, 6,052.50; Swecker, Jason, 90.55; Ten Point Sales & Marketing, 5,113.75; Ten Point Sales & Marketing LLC, 102,275.00; Terry Sjolin, 625.00; Thunder Basin Ford LLC, 3,486.29; Torgerson's, LLC, 29.00; Torres, Bianca, 81.69; Trugreen Chemlawn, 2,940.00; Tyler Technologies Inc, 700.00; Umb Bank, 87,377.17; United Central Industrial Supply Co, 511.38; Verdunity, 26,111.10; Verizon Wireless, 11,164.87; Visionary Communications, 1,092.96; Walker, Claire, 69.72; Walker, Ruth, 154.10; Waste Connections of Wyoming, 415.40; Wastequip LLC, 30,306.82; Weisheimer Law, LLC, 2,000.00; Western Stationers, 571.00; White's Frontier Motors, 54.81; William Stevens, 45.00; Wwc Engineering, 65,334.22; Wyodak Resources Development Corp, 44,247.06; Wyoming Association Municipalities, 105.00; Wyoming Cooperative Liquid Assets Securities, 250,000.00; Wyoming Dept Of Transportation, 6.00; Wyoming Division Victim Service, 1,998.82; Wyoming Machinery Co, 69.78; Wyoming State Revenue and Tax, 130,862.17; Wyoming Supreme Court, 15,469.72; Xerox Corporation, 37.93

Councilmember Simonson made a motion to approve the Consent Agenda; seconded by Councilmember Gross. All voted aye. The motion carried.

Comments

Liaison Reports

Councilmember Simonson stated that council President Carsrud and herself attended the Fire Board meeting where they discussed education on how to proceed with fighting fires together with the ranchers. Simonson added that Fire Marshal Burnham will be enforcing the adopted Fire Codes to ensure fire alarm systems in apartments and hotels are operational within the next 3 years.

Councilmember Gross discussed the Land Board meeting, stating that the National High School Finals Rodeo has reiterated to the Land Board that they will not come back to Gillette if the ballot proposition for the Cam-Plex does not pass, as they will only use facilities that have indoor arenas moving forward.

Other-Comments

Gillette Abuse Refuge Foundation Executive Director Tatyana Walker informed the mayor and council that 422 Campbell County residents that were victims of domestic assault were served by GARF this past year. Ms. Walker added that the 29th annual candlelight ceremony will be held on October 24, 2024, at 6:00 p.m. in Council Chambers at City Hall. Councilmember Simonson thanked GARF for what they do for the community. Mayor Lundvall then proclaimed October 2024 as Domestic Violence Awareness Month.

Randy Milliron, Safety Manager, was recognized by Director Wasson for receiving the Safety Professional of the Year Award in the Public Sector.

New Business

Presentations

Randy Milliron, Safety Manager, presented the Employee Appreciation Day facts, concluding that the City of Gillette's incident rate for 2024 is well below the National Average. The City has met the established safety criteria, and the day after Thanksgiving will be designated as a formal City Holiday for 2024 and become a paid holiday for regular full time and part time employees in accordance with Administrative Policy 8.3.4. Council thanked Milliron for his work and congratulated him once again on his award.

Minute Action

Councilmember Gross made a motion to approve a Street Closure on the front half of the 3rd Street Plaza, from the alley to Gillette Avenue, on Thursday, October 31st, from 12:00 p.m. to 6:00 p.m. for a Trunk-or-Treat Event, requested by Gillette Main Street; seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember Montgomery made a motion to approve a Bid Award for the 2025 O'Henry Court Drainage Project to S & S Builders, LLC, in the Amount of $81,108.00 (1% Project); seconded by councilmember Simonson. All voted aye. The motion carried.

Council President Carsrud made a motion to approve the Acceptance of Public Improvements for the 2024 Crack Seal Project, installed by Z & Z Sealing and Coating, in the Amount of $124,987.22 (1% Project); seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve the Acceptance of Public Improvements for the 2024 Chip Seal Project, installed by Simon Contractors, in the Amount of $457,751.00 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember Simonson made a motion to Authorize the Mayor to Sign Amendment No. 17 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.; seconded by Council President Carsrud. All voted aye. The motion carried.

RESOLUTION NO. 2886

A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF THE PETERSON SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 6/0)

Councilmember Montgomery made a motion to approve the foregoing Resolution; seconded by councilmember Gross. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing for the Issuance of a New Restaurant Liquor License, RST-11, to Flores LLC d.b.a. Cinco de Mayo, located at 103 E 3rd Street. Hearing no public comments, Mayor Lundvall closed the Public Hearing.

Councilmember Simonson made a motion to approve a New Restaurant Liquor License, RST-11, to Flores LLC d.b.a. Cinco de Mayo, located at 103 E 3rd Street; seconded by council President Carsrud. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing for the Transfer of Ownership of Retail Liquor License No. RTL-13, from Energy Lanes LLC d.b.a. Energy Lanes to Big D Oil Company d.b.a. Big D #35, and Transfer of Location of said Retail Liquor License from 5700 S Douglas Hwy. to 2951 Dove Rd. Hearing no public comments, Mayor Lundvall closed the Public Hearing.

Councilmember Simonson made a motion to approve the Transfer of Ownership of Retail Liquor License No. RTL-13, from Energy Lanes LLC d.b.a. Energy Lanes to Big D Oil Company d.b.a. Big D #35, and Transfer of Location of said Retail Liquor License from 5700 S Douglas Hwy. to 2951 Dove Rd.; seconded by council President Carsrud. Councilmember Gross expressed concerns about the concentration of liquor licenses on or near Hwy 59. Administrator Cole clarified that the new location is just down the road from the previous one, so the overall concentration remains unchanged. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, from R-4, Multi-Family Residential District, to C-2, Central Business District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0). Hearing no public comments, Mayor Lundvall closed the Public Hearing.

ORDINANCE NO. 25-02

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 4 OF BLOCK 8, THIRD ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT PER THE ATTACHED EXHIBIT. SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Council President Carsrud made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember Gross. Councilmember Gross thanked Jeff Wandler for investing in the Gillette community. All voted aye. The motion carried.

Executive Session

Council President Carsrud made a motion to enter Executive Session for Personnel Pursuant to W.S. 16-4-405(a)(ii); seconded by councilmember Montgomery. All voted aye. The motion carried.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 7:31 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, November 5, 2024, in the City Hall Council Chambers.

_____

(S E A L) Shay Lundvall, Mayor

ATTEST:

_____

Alicia Allen, City Clerk
Publication Date: October 22, 2024

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, from R-4, Multi-Family Residential District, to C-2, Central Business District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

BACKGROUND:

Ordinance 1st Reading Vote: 6/0

The owner is proposing to rezone 206 Ross Ave from R-4, Multi-Family Residential District, to C-2, Central Business District. The property is 0.16 acres and there is an existing building on the east side that has utility services to it.

The minimum district size for a C-2 zoning district is 20 acres. This rezone would meet the minimum district requirements as the adjacent C-2 zoning district that the property would merge with is 40.887 acres.

The surrounding Zoning Districts are:

North – C-2, Central Business District

East – C-2, Central Business District

South – R-4, Multi-Family Residential District

West –C-2, Central Business District

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

(1) Correct an obvious error, or

(2) Recognize changing conditions in the City for the promotion of public health, safety, or welfare.

This proposed rezone recognizes changing conditions within the City. Across the street at 206 Ross and 211 W Second Street, the Frontier Auto Museum has expanded in recent years. As this property is also owned by the museum's owner, Mr. Wandler has relayed to Staff his intention of further expanding the museum offerings to the community and visitors. The traditional mix of residential and commercial uses

seen downtown remains present, however the northern area of downtown has seen commercial demand as more businesses are finding value in the walkable, community feel of the traditional downtown area. This rezone would recognize that the adjacent properties bordering downtown Gillette is becoming a more mixed-use neighborhood and addresses the public health and welfare aspect of the changing conditions requirements.

· Public Health – promotes walkability

· Public Welfare – increased opportunity for museum expansion, thus promoting history and cultural experiences

This case was approved by the Planning Commission during their September 24, 2024, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming for Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, from R-4, Multi-Family Residential District, to C-2, Central Business District, per the Attached Exhibit. Subject to all Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Ordinance
Vicinity Map
Neighborhood Zoning District Map
Planning Requirements
Findings of Facts
Meeting Minutes 9.24.24

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 4 OF BLOCK 8, THIRD ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT, PER THE ATTACHED EXHIBIT, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

Section 1. Legal Description

Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 4 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, is hereby amended from R-4, Multi-Family District, to C-2, Central Business District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this ____day of _____, 2024.

_____
Shay Lundvall, Mayor

(S E A L)

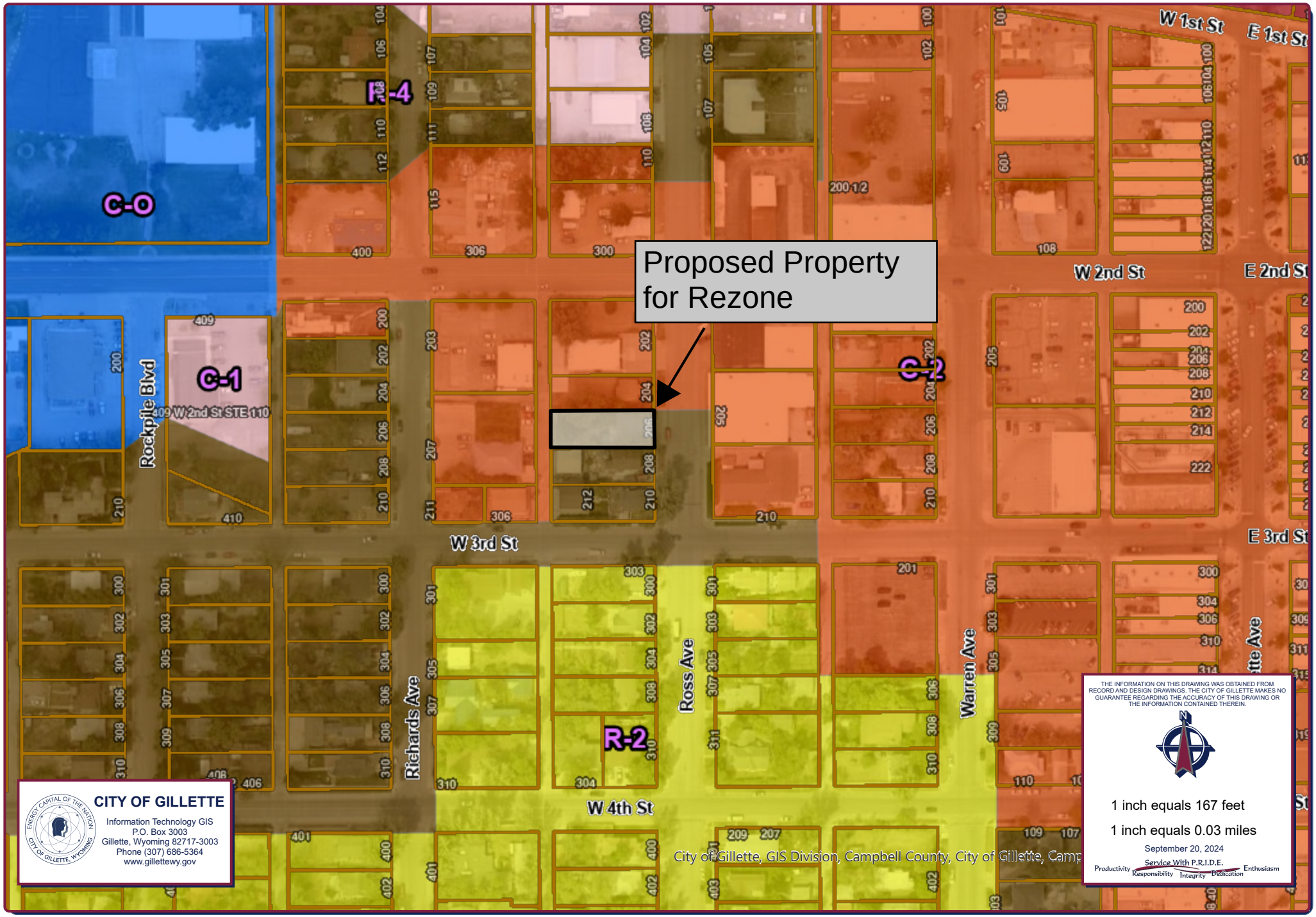
ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:

206 Ross Vicinity Map

Neighborhood Zoning District Map



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

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1 inch equals 167 feet

1 inch equals 0.03 miles

September 20, 2024

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Planning Requirements

PL2024-0087
Zoning Map Amendment – 206 Ross Ave

The Planning Requirements are as follows:

None

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2024-0087**
	)	**ZONING MAP AMENDMENT**
		206 ROSS AVENUE
	)	**CITY OF GILLETTE ZONING ORDINANCE**
PETITIONER	)	**JEFF WANDLER**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on September 24, 2024, for hearing on the Zoning Map Amendment filed by Petitioner, Jeff Wandler. Petitioner seeks to change the zoning district of 206 Ross Avenue from R-4, Multi-Family Residential District to C-2, Central Business District. Chairman Sean Hottell, chairman of the Commission presided. Commissioners Richard Cone, Matthew Nelson, Cristal Pratt, and Vice-Chair Ryan Conklin were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Jeff Wandler, acting as Petitioner, was not present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for 206 Ross Avenue.

3. Case Manager established the current intent of the Zoning Ordinance requiring all

proposed amendments to the Zoning Ordinance through Map Amendment Procedures as required by Section 12.a., of the Code is to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 206 Ross Avenue from R-4, Multi-Family Residential District to C-2, Central Business District.

5. Notice of the hearing date and times were published in the local newspaper of record, as required by W.S.15-1-602.

6. At the hearing, the Case Manger demonstrated the proposed district change will not adversely affect the character of neighborhood.

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 206 Ross Avenue.

8. At the hearing, the Case Manger demonstrated the proposed changes will not adversely affect the character of the neighborhood with the change of zoning from R-4, Multi-Family Residential to C-2, Central Business District as the neighborhood has experienced commercial growth over the years and the proposed Zoning Map Amendment recognizes the changing conditions regarding public health and public welfare.

9. The Case Manager stated that were no inquiries after publication of the case in the local newspaper.

CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

Board must hear taxpayer complaints and hold hearings after proper notice.

2. Under Section 12.a Statement of Policy, It is the intent of the City of Gillette that the

zoning ordinance, which includes both the Ordinance and the Zoning District Map have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. "…the ordinance and map shall not be amended, except to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety or general welfare."

3. Under Section 12.a Statement of Policy, the City Council, the Development Services Division, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 12.a of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 12.a of the Code.

8. The Board was presented with the Petitioner's Map Amendment.

9. The Board was unanimous in their vote to approve the Petitioner's Map Amendment to amend the Zoning District Map for 206 Ross from R-4, Multi-Family Residential to C-2, Central Business District, based on changing conditions in the city. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or attend the City Council public hearing on the matter. Such written appeal must be filed no later than 4pm on the day of the City Council public hearing.

DATED THIS _____ day of October, 2024.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ September 24, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Cristal Pratt, Richard Cone, and Matthew Nelson

Commission Members Absent: Jack Colson and Ian Scott.

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Conklin to approve the meeting minutes of September 10, 2024. Chair Hottell seconded the motion. Motion carried 5/0.

Case No. PL2024-0085 MINOR SUBDIVISION – 601 & 617 E Boxelder Road

The applicant, Zane Green, seeks to combine three lots into one lot at 601 and 617 E Boxelder Road. 617 E Boxelder Road, or lots 4A and 5A, are two lots that operate as one zone lot with one address. 601 E Boxelder, or lot 3A, is 0.20 acres, Lot 4A is .19 acres, and Lot 5A is .19 acres. All three lots are zoned C-1, General Commercial District. There is no minimum lot size, only a minimum width of 50', in a C-1 District. All three lots currently meet the minimum width requirement. If the lots are combined, the new lot will be 0.59 acres.

The property is currently utilized as a car wash, which is a permitted use in a C-1 Zoning District. The existing structure straddles the shared lot line of lots 4A and 5A. 601 E Boxelder has minimal development with only an asphalt turn around existing on the property. The purpose of this lot consolidation is to facilitate the further expansion of the car wash. A Commercial Site Plan for this expansion has been approved with the stipulation that this minor subdivision be completed and filed with the Campbell County Clerk's Office.

Shannon Stefanick said the city received no inquiries from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

There being no further comments or questions Cristal Pratt made a motion to approve the case, and Richard Cone seconded. The Motion carried 5/0.

Case No. PL2024-0087 ZONING MAP AMENDMENT – 206 Ross Avenue

The owner, Jeff Wandler, is proposing to rezone 206 Ross Ave from R-4, Multi-Family Residential District, to C-2, Central Business District. The property is 0.16 acres and there is an existing building on the east side that has utility services to it.

The minimum district size for a C-2 zoning district is 20 acres. This rezone would meet the minimum district requirements as the adjacent C-2 zoning district that the property would merge with is 40.887 acres.

This proposed rezone recognizes changing conditions within the city. Across the street at 206 Ross and 211 W Second Street, the Frontier Auto Museum has expanded in recent years. As this property is also owned by the museum's owner, Mr. Wandler has relayed

to staff his intention of further expanding the museum offerings to the community and visitors.

The traditional mix of residential and commercial uses seen downtown remains present, however the northern area of downtown has seen commercial demand as more businesses are finding value in the walkable, community feel of the traditional downtown area. This rezone would recognize that the adjacent properties bordering downtown Gillette is becoming a more mixed-use neighborhood and addresses the public health and welfare aspect of the changing conditions requirements.

· Public Health – promotes walkability
· Public Welfare – increased opportunity for museum expansion, thus promoting history and cultural experiences

Meredith Duvall said the city received no inquiries from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Richard Cone asked if 202, 204, and 206 Ross were owned by the same person. Meredith Duvall said all the lots except 202, 208 and 210 on the block are owned by Mr. Wandler. Mr. Cone asked if the rezoning was taking into consideration all his property in the vicinity. Ms. Duvall said if the property does not meet the minimum district size requirement as a standalone property, the surrounding property will be looked at as it is allowed to be merged with an adjacent zoning district, and the overall zoning district does meet the minimum requirement.

Chair Hottell asked if the zoning change would fit in with the city's comprehensive plan. Ms. Duvall said the city is currently working on the land use map and while it is not finalized, discussions had with the community to compile the comprehensive plan, and the zoning does meet with what the community is saying what they want as far as walkable downtown attractions.

Chair Hottell asked what the minimum acreage for residential zoning was, as the residential lots are getting less and less in the area, he said. Ms. Duvall said it is two acres for R4 zoning, and the remaining lots would still be compliant with that.

Richard Cone asked if Mr. Wandler had stated if he had any plans for the lot he wanted rezoned. Ms. Duvall said there was a news article in the Cowboy State Daily where Mr. Wandler stated he was going to be further expanding the museum by having an outdoor neon sign museum. Mr. Cone asked if the neighbors at 208 Ross were aware of the plans for the lot and Ms. Duvall said they were aware, and surrounding property letters had gone out to area residents as well.

There being no further comments or questions Richard Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 5/0.

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meetings will be October 8, 2024, and October 22, 2024.

ADJOURNMENT The meeting was adjourned at 5:26 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

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

www.gillettewy.gov

DATE: **11/5/2024 6:00:00 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
Bills and Claims
Bills and Claims - Prepaids
Wire Transfers
UMB-Bank

Expenditure Approval Report
Check Approval Date of 11/05/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
181102	OS INVENTORY	778.71
181103	OS INVENTORY	15.78
181104	OS INVENTORY	59.07
181107	OS INVENTORY	68.77
181108	OS INVENTORY	545.16
181109	OS INVENTORY	294.54
181110	OS INVENTORY	294.54
181112	OS INVENTORY	727.62
181113	OS INVENTORY	92.52
	VENDOR TOTAL:	**2,876.71**
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD		
180832	FIRE VEHICLE REIMBURSEMENT	164,383.00
	VENDOR TOTAL:	**164,383.00**
1511-NORCO INC		
181165	CUSTODIAL INVENTORY	341.74
181166	CUSTODIAL INVENTORY	1,597.70
	VENDOR TOTAL:	**1,939.44**
2300-WESTERN STATIONERS		
181186	OS INVENTORY	146.52
181187	OS INVENTORY	90.00
181188	OS INVENTORY	333.68
	VENDOR TOTAL:	**570.20**
	DIVISION TOTAL:	**169,769.35**
	DEPARTMENT TOTAL:	**169,769.35**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1804-SIMPSON'S PRINTING		
180788	INVITATION/THANK YOU CARDS	697.00
	VENDOR TOTAL:	**697.00**
1882-THOMAS A FORD		
180789	3 CHILDREN'S GARDEN BRICKS	60.00
	VENDOR TOTAL:	**60.00**
	DIVISION TOTAL:	**757.00**
02-ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
181004	TRVAEL REIMBURSEMENT	467.30
	VENDOR TOTAL:	**467.30**
	DIVISION TOTAL:	**467.30**
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
180935	CITY HALL REMODEL PROJECT	1,140.00
	VENDOR TOTAL:	**1,140.00**
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
180790	FY24/25 2ND QTR OPERATIONAL FUNDING	275,988.25
	VENDOR TOTAL:	**275,988.25**
5039-LITTLE HORN STATE BANK		
181067	DEMO CITY LOTS - RETAINAGE	466.25
	VENDOR TOTAL:	**466.25**
5037-LJS CONCRETE & EXCAVATING, LLC		
181066	DEMO CITY LOTS	8,858.75
	VENDOR TOTAL:	**8,858.75**
2026-POKEYS BBQ		
180791	EMPLOYEE BBQ	910.00
	VENDOR TOTAL:	**910.00**
	DIVISION TOTAL:	**287,363.25**
	DEPARTMENT TOTAL:	**288,587.55**

Expenditure Approval Report
Check Approval Date of 11/05/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
180760	POPH1, NSWS, NSDT, URN45, RTW	735.00
180836	URN45, RTW	305.00
180939	URN45, RTW	305.00
	VENDOR TOTAL:	**1,345.00**
1753-EMPLOYMENT TESTING SERVICES INC		
180952	MISC TESTING	911.00
	VENDOR TOTAL:	**911.00**
5011-FORGING SUCCESS LLC		
180925	SUPERVISOR TRAINING	7,000.00
	VENDOR TOTAL:	**7,000.00**
4305-STERLING INFOSYSTEMS, INC		
180830	BACKGROUND CHECKS	975.80
	VENDOR TOTAL:	**975.80**
	DIVISION TOTAL:	**10,231.80**
	DEPARTMENT TOTAL:	**10,231.80**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1381-CITY OF GILLETTE		
180951	PETTY CASH REIMBURSEMENT	31.49
	VENDOR TOTAL:	**31.49**
	DIVISION TOTAL:	**31.49**
26-CUSTOMER SERVICE		
1381-CITY OF GILLETTE		
180951	PETTY CASH REIMBURSEMENT	1.46
	VENDOR TOTAL:	**1.46**
1395-COLLECTION PROFESSIONALS GILLETTE		
180835	SEPTEMBER 2024 COLLECTIONS	1,065.60
	VENDOR TOTAL:	**1,065.60**
3369-POSTAL PROS SOUTHWEST INC		
180931	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,448.64
180932	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,645.65
180933	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,247.08
180934	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,001.81
	VENDOR TOTAL:	**8,343.18**
1748-THAT EMBROIDERY PLACE		
180837	CITY SHIRTS FOR CUSTOMER SERVICE	432.00
	VENDOR TOTAL:	**432.00**
	DIVISION TOTAL:	**9,842.24**
34-INFORMATION TECHNOLOGY		
4893-ADVANCED NETWORK MANAGEMENT INC		
181088	VMWARE HORIZON VIEW	10,053.60
	VENDOR TOTAL:	**10,053.60**
1358-CENTURYLINK		
180875	LONG DISTANCE SERVICE	117.86
180876	TELEPHONE SERVICE	2,739.09
	VENDOR TOTAL:	**2,856.95**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
2625-CHARTER MEDIA		
180948	INTERNET SERVICE	1,099.00
	VENDOR TOTAL:	**1,099.00**
1397-COLLINS COMMUNICATIONS INC		
180950	VEHICLE READER REPLACEMENTS	16,899.00
	VENDOR TOTAL:	**16,899.00**
1606-DELL MARKETING LP		
181143	WORKSPACE ONE MDM	28,329.80
	VENDOR TOTAL:	**28,329.80**
4860-GEOGRAPH TECHNOLOGIES, LLC		
180874	GEOGRAPH CRESCENTLINK	18,000.00
	VENDOR TOTAL:	**18,000.00**
3976-GRANICUS LLC		
180949	WEBSITE UPGRADE COMPLETION	4,140.00
	VENDOR TOTAL:	**4,140.00**
3975-GRAY MATTER SYSTEMS, LLC		
181153	IT * VERSIONDOG MAINTENANCE	10,940.00
	VENDOR TOTAL:	**10,940.00**
3916-SHI INTERNATIONAL CORP		
181175	TOWER SWITCHES	38.51
	VENDOR TOTAL:	**38.51**
3892-SQUARE GROVE LLC		
181177	IT * STANDING DESK * MIKE P	1,308.00
	VENDOR TOTAL:	**1,308.00**
2222-VERIZON WIRELESS		
180873	CELLULAR SERVICE	1,817.42
180947	CELLULAR SERVICE	11,396.81
	VENDOR TOTAL:	**13,214.23**
	DIVISION TOTAL:	**106,879.09**
	DEPARTMENT TOTAL:	**116,752.82**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4481-BALCO UNIFORM CO., INC		
180869	UNIFORM EQUIPMENT	101.79
	VENDOR TOTAL:	**101.79**
2483-CAMPBELL COUNTY SHERIFF		
180779	AUGUST 2024 PRISONER BILLING	3,625.00
180780	DUI BLOOD DRAWS	525.00
	VENDOR TOTAL:	**4,150.00**
1381-CITY OF GILLETTE		
180951	PETTY CASH REIMBURSEMENT	10.00
	VENDOR TOTAL:	**10.00**
4909-COULTER WEST		
180898	POLICE CRUISER GRAPHICS	646.50
	VENDOR TOTAL:	**646.50**
2597-CRAIG FURMAN		
180768	DUI BLOOD DRAW	75.00
180769	DUI BLOOD DRAW	75.00
180871	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**225.00**
1916-GALLS INC		
180772	OFFICE EQUIPMENT	90.00
180773	UNIFORMS	336.00
180774	OFFICER EQUIPMENT	112.00
180870	UNIFORMS	149.99
	VENDOR TOTAL:	**687.99**
4906-LN CURTIS & SONS		
180777	SRT	115.00
	VENDOR TOTAL:	**115.00**
55555-MISC EMPLOYEE VENDOR		
181005	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181006	FY24/25 EQUIPMENT REIMBURSEMENT	500.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
181007	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181008	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181009	FY24/25 BOOT ALLOWANCE	200.00
181010	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181011	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181012	FY24/25 BOOT ALLOWANCE	200.00
181013	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181014	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181015	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181016	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181017	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181018	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181019	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181020	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181021	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181022	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181024	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181025	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181026	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
181027	FY24/25 EQUIPMENT REIMBURSEMENT	250.00
181028	FY24/25 EQUIPMENT REIMBURSEMENT	500.00
	VENDOR TOTAL:	**8,650.00**
1313-MOTOROLA		
180778	RADIO SITE 800 MHZ	104,424.00
	VENDOR TOTAL:	**104,424.00**
1919-PAINTBRUSH SEWER & DRAIN		
180775	PORTA POTTIES AT SHOOTING RANGE	145.00
180872	PORTA POTTIES FOR ACTIVE SHOOTER TRAINING	196.00
	VENDOR TOTAL:	**341.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2066-SOURCE OFFICE PRODUCTS		
180776	NOTARY - WASSON	33.80
	VENDOR TOTAL:	**33.80**
2802-VERIZON WIRELESS - LERT B		
180770	WARRANT	75.00
	VENDOR TOTAL:	**75.00**
	DIVISION TOTAL:	**119,460.08**
45-ANIMAL SHELTER		
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	99,434.79
181146	REPLACEMENT RUGGED TABLETS	17,253.21
181147	REPLACEMENT RUGGED TABLETS	81,179.67
	VENDOR TOTAL:	**197,867.67**
	DIVISION TOTAL:	**197,867.67**
	DEPARTMENT TOTAL:	**317,327.75**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
180721	RUG CLEANING	42.89
180722	RUG CLEANING	46.10
180724	RUG CLEANING	28.69
180725	RUG CLEANING	19.82
180727	RUG CLEANING	46.10
180747	RUG CLEANING	28.69
180748	RUG CLEANING	19.82
180750	RUG CLEANING	46.10
	VENDOR TOTAL:	**278.21**
1519-CRUM ELECTRIC SUPPLY COMPANY		
181140	DIMMER SWITCHES	372.30
181141	DIMMER SWITCHES	2,978.10
	VENDOR TOTAL:	**3,350.40**
1844-FARMER BROTHERS COMPANY		
180833	COFFEE AT CITY HALL	842.34
	VENDOR TOTAL:	**842.34**
1511-NORCO INC		
180783	CUSTODIAL SUPPLIES AT CITY HALL	45.88
	VENDOR TOTAL:	**45.88**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
180784	IT TELECONFERENCE ROOM AC REPLACEMENT	8,730.00
	VENDOR TOTAL:	**8,730.00**
1786-SHERWIN WILLIAMS		
180782	PAINT FOR CUSTOMER SERVICE	25.49
	VENDOR TOTAL:	**25.49**
	DIVISION TOTAL:	**13,272.32**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
181059	SCHEDULING FOR THE FIELDS	775.00
	VENDOR TOTAL:	**775.00**
	DIVISION TOTAL:	**775.00**
51-PARKS		
1040-ALSCO		
180745	UNIFORM CLEANING	64.04
180755	UNIFORM CLEANING	64.04
	VENDOR TOTAL:	**128.08**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	5,137.58
181146	REPLACEMENT RUGGED TABLETS	884.78
	VENDOR TOTAL:	**6,022.36**
1909-G AND G LANDSCAPING INC		
180943	4J IRRIGATION REPAIRS	4,000.00
	VENDOR TOTAL:	**4,000.00**
1919-PAINTBRUSH SEWER & DRAIN		
180831	PORTA TOILETS AT CITY PARKS	12,391.26
	VENDOR TOTAL:	**12,391.26**
2385-WYOMING MACHINERY CO		
180877	COMPRESSOR RENTAL	2,611.20
180878	COMPRESSOR RENTAL	1,100.00
180879	COMPRESSOR RENTAL	3,871.20
180880	COMPRESSOR RENTAL	1,824.40
	VENDOR TOTAL:	**9,406.80**
	DIVISION TOTAL:	**31,948.50**
54-STREETS		
1328-ADVANCE AUTO PARTS		
180762	PARTS	21.44
	VENDOR TOTAL:	**21.44**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1040-ALSCO		
180728	UNIFORM CLEANING	57.39
180743	UNIFORM CLEANING	57.39
180753	UNIFORM CLEANING	57.39
181002	UNIFORM CLEANING	59.83
	VENDOR TOTAL:	**232.00**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	2,568.79
181146	REPLACEMENT RUGGED TABLETS	442.39
	VENDOR TOTAL:	**3,011.18**
4887-GMCO CORPORATION		
180764	ICE SLICE	5,344.50
	VENDOR TOTAL:	**5,344.50**
1897-ONE CALL OF WYOMING COPR		
181050	ONE-CALL OF WYOMING	158.25
	VENDOR TOTAL:	**158.25**
1919-PAINTBRUSH SEWER & DRAIN		
180834	PORTA POTTY AT WARLOW YARD	265.00
	VENDOR TOTAL:	**265.00**
2005-PETE LIEN & SONS INC		
181167	STREETS * CONCRETE BLOCK * SCOTT	1,800.00
181168	STREETS * CONCRETE BLOCK * SCOTT	1,050.00
181169	STREETS * CONCRETE BLOCK * SCOTT	1,050.00
	VENDOR TOTAL:	**3,900.00**
2035-POWDER RIVER ENERGY CORPORATION		
180703	ELECTRIC - SIGN LIGHTING HWY 14/16	44.43
180704	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	45.07
180705	ELECTRIC - SIGN LIGHTING HWY 50	43.35
	VENDOR TOTAL:	**132.85**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1802-SIMON CONTRACTORS		
180923	ROCK	300.00
180924	ROCK	320.00
181001	PARTS	472.34
	VENDOR TOTAL:	**1,092.34**
4135-TEAM LABORATORY CHEMICAL, LLC		
180763	TAR BUSTER	188.25
	VENDOR TOTAL:	**188.25**
	DIVISION TOTAL:	**14,345.81**
	DEPARTMENT TOTAL:	**60,341.63**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
61-BUILDING INSPECTION		
1381-CITY OF GILLETTE		
180951	PETTY CASH REIMBURSEMENT	24.99
	VENDOR TOTAL:	**24.99**
4142-SILVER NAIL CONSTRUCTION, LLC		
180842	CONDEM 5 GARDEN CIRCLE	6,240.00
	VENDOR TOTAL:	**6,240.00**
3827-TAMI WALDNER		
180938	BOE LUNCH	135.00
	VENDOR TOTAL:	**135.00**
	DIVISION TOTAL:	**6,399.99**
62-TRAFFIC SAFETY		
1616-EJ COLLINS, PE		
180761	PARKING LOT PAINT STRIPING AT TSJH	619.00
	VENDOR TOTAL:	**619.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
180926	CHANGE OUT MONITORS AT VARIOUS INTERSECTIONS	1,208.75
180927	CHANGED LED LIGHT OUT PHASE 2	1,156.25
180929	CHANGE OUT STOP SIGNS	3,581.70
180954	MAINTENANCE ON BATTERY BACKUPS	750.00
180956	CHANGE OUT STOP SIGN	250.00
	VENDOR TOTAL:	**6,946.70**
	DIVISION TOTAL:	**7,565.70**
64-CODE COMPLIANCE		
1908-DALE HELSPER		
180957	MOWING AND WEEDEATING AT 2101 WRANGLER RD	210.00
180958	MOWING AND WEEDEATING AT 4400 WRANGLER CT	185.00
180959	MOWING & WEEDEATING 721 W 8TH ST	149.00
180960	MOWING AND WEEDEATING AT 700 SAKO DR	140.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
64-CODE COMPLIANCE		
1908-DALE HELSPER		
180961	MOWING & WEEDEATING AT 304 E TIMOTHY	135.00
	VENDOR TOTAL:	**819.00**
	DIVISION TOTAL:	**819.00**
	DEPARTMENT TOTAL:	**14,784.69**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
32-JUDICIAL		
2483-CAMPBELL COUNTY SHERIFF		
180779	AUGUST 2024 PRISONER BILLING	2,000.00
	VENDOR TOTAL:	**2,000.00**
3511-HOLMES, MICHAEL & SANDERS, TINA		
180838	DEFENSE ATTORNEY	500.00
180839	DEFENSE ATTORNEY	500.00
180840	DEFENSE ATTORNEY	500.00
180841	DEFENSE ATTORNEY	500.00
	VENDOR TOTAL:	**2,000.00**
4867-RICHARD A. ERB, JR., P.C.		
180767	VISITING JUDGE	166.67
	VENDOR TOTAL:	**166.67**
	DIVISION TOTAL:	**4,166.67**
	DEPARTMENT TOTAL:	**4,166.67**
	FUND TOTAL:	**981,962.26**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1381-CITY OF GILLETTE		
181065	L & H ALLEY PROJECT - RETAINAG	2,229.03
	VENDOR TOTAL:	**2,229.03**
4267-HECTOR FUENTES		
181064	L & H ALLEY PROJECT	42,351.48
	VENDOR TOTAL:	**42,351.48**
1958-PCA ENGINEERING INC		
181068	2024 CHIP SEAL PROJECT	4,396.41
181069	2024 CONCRETE POTHOLE REPAIR P	3,208.50
	VENDOR TOTAL:	**7,604.91**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
180928	INTALL FIBER TO INTERSECTIONS	4,800.14
180955	FIBER WORK ON 6TH AND BURMA	1,265.00
	VENDOR TOTAL:	**6,065.14**
4319-RUSSELL & MILLS STUDIOS		
181070	DALBEY IMPROVEMENTS STUDY	20,922.58
	VENDOR TOTAL:	**20,922.58**
5064-RVE, INC		
181071	DALBEY IMPROVEMENTS STUDY	6,929.00
181072	DALBEY IMPROVEMENTS STUDY	4,038.00
	VENDOR TOTAL:	**10,967.00**
	DIVISION TOTAL:	**90,140.14**
	DEPARTMENT TOTAL:	**90,140.14**
	FUND TOTAL:	**90,140.14**

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
3827-TAMI WALDNER		
180921	REGIONAL WATER PANEL MEETING	129.00
	VENDOR TOTAL:	**129.00**
	DIVISION TOTAL:	**129.00**
	DEPARTMENT TOTAL:	**129.00**
	FUND TOTAL:	**129.00**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
180744	UNIFORM CLEANING	20.14
180754	UNIFORM CLEANING	20.14
181003	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**60.42**
2434-AMERICAN WELDING & GAS INC		
180936	CYLINDER RENT	38.80
	VENDOR TOTAL:	**38.80**
3894-CAMPBELL COUNTY LANDFILL		
180759	SEPTEMBER 2024 LANDFILL CHARGES	76,270.50
	VENDOR TOTAL:	**76,270.50**
3904-CBH CO-OP		
180781	SEPTEMBER 2024 WEIGHT TICKETS	200.00
	VENDOR TOTAL:	**200.00**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	2,549.61
181146	REPLACEMENT RUGGED TABLETS	442.39
181147	REPLACEMENT RUGGED TABLETS	2,081.53
	VENDOR TOTAL:	**5,073.53**
1511-NORCO INC		
180937	HEAVY DUTY CLEANER & DEGREASER	64.46
	VENDOR TOTAL:	**64.46**
2303-WESTERN WASTE SOLUTIONS INC		
180765	SEPTEMBER 2024 RECYCLING	6,790.00
180766	3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	**6,887.00**
	DIVISION TOTAL:	**88,594.71**
	DEPARTMENT TOTAL:	**88,594.71**
	FUND TOTAL:	**88,594.71**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
180681	UE 544 900 WARLOW	82.66
181082	UE 554 506 PUMPHOUSE	168.35
181083	UE 544 900 WARLOW	122.00
	VENDOR TOTAL:	**373.01**
	DIVISION TOTAL:	**373.01**
	DEPARTMENT TOTAL:	**373.01**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
4357-ACTION LOCK & KEY LLC		
180857	SERVICE CALL 704 VIVIAN #3	150.00
	VENDOR TOTAL:	**150.00**
1182-BLACK CAT CONSTRUCTION LLC		
180845	DRIVE WAY REPAIR	3,480.00
	VENDOR TOTAL:	**3,480.00**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	5,137.58
181146	REPLACEMENT RUGGED TABLETS	884.78
	VENDOR TOTAL:	**6,022.36**
4864-EDI MENDOZA		
180844	CONCRETE REPAIRS	24,480.00
180920	CONCRETE REPAIRS	8,190.00
	VENDOR TOTAL:	**32,670.00**
1792-ENERGY LABORATORIES INC		
180850	TESTING	53.00
180858	TESTING	206.40
180859	TESTING	33.00
180860	TESTING	56.00
180861	TESTING	53.00
180862	TESTING	80.00
180917	TESTING	90.60
180918	TESTING	724.80
	VENDOR TOTAL:	**1,296.80**
1892-FRANDSON SAFETY INC		
180847	MULTI-GAS MONITOR CALIBRATION	327.05
180953	MULTI-GAS MONITOR CALIBRATION	120.00
	VENDOR TOTAL:	**447.05**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1424-MUNICIPAL TREATMENT EQUIPMENT		
181160	WT-M4 PUMP - COOPER	6,649.12
	VENDOR TOTAL:	**6,649.12**
1897-ONE CALL OF WYOMING COPR		
181050	ONE-CALL OF WYOMING	158.25
	VENDOR TOTAL:	**158.25**
2005-PETE LIEN & SONS INC		
180849	CONCRETE	805.50
	VENDOR TOTAL:	**805.50**
2035-POWDER RIVER ENERGY CORPORATION		
180706	ELECTRIC - FORCE RD STORAGE BLDG	51.16
180707	ELECTRIC - CPS #2	40.45
180708	ELECTRIC - CPS #3	40.91
180709	ELECTRIC - MADISON REHAB CPS #4	40.45
180710	ELECTRIC - MADISON REHAB CPS #7	41.09
180711	ELECTRIC - BENNOR ESTATES	44.62
180712	ELECTRIC - OVERBROOK	45.98
180713	ELECTRIC - RAFTER D	44.98
180714	ELECTRIC - SOUTHFORK	45.52
180715	ELECTRIC - COOK RD	54.94
180716	ELECTRIC - FORCE RD JOINT POWERS BOARD	43.44
180717	ELECTRIC - SERVICE CONTROL BUILDING	44.80
180718	ELECTRIC - 8 MILE WATER SYSTEM	45.98
180719	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	45.07
	VENDOR TOTAL:	**629.39**
4997-PVS DX INC		
180848	CHEMICALS	6,622.75
	VENDOR TOTAL:	**6,622.75**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2554-QUALITY AGG AND CONSTRUCTION INC		
180851	J-BASE	783.18
	VENDOR TOTAL:	**783.18**
2114-RAILROAD MANAGEMENT CO LLC		
180856	8" WATER PIPELINE CROSSING	417.05
	VENDOR TOTAL:	**417.05**
1802-SIMON CONTRACTORS		
180852	ROAD BASE	3,796.10
180855	ROAD BASE	2,576.71
180863	ROAD BASE	3,034.37
	VENDOR TOTAL:	**9,407.18**
2618-WYOMING DEPARTMENT OF HEALTH		
180846	TESTING	832.00
	VENDOR TOTAL:	**832.00**
	DIVISION TOTAL:	**70,370.63**
	DEPARTMENT TOTAL:	**70,370.63**
	FUND TOTAL:	**70,743.64**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
5063-ALTAFFER, ARNOLD & PENNY		
180693	UB 544 900 W WARLOW DR BULK	150.00
	VENDOR TOTAL:	**150.00**
88888-MISC UTILITY OVERPAYMENTS		
180665	UE 18008 1008 STANLEY	112.57
180666	UE 12628 2302 NOGALES	111.20
180667	UE 30512 3901 COLLEGE PARK	145.87
180668	UE 4730 2417 DOGWOOD	74.95
180669	UE 6258 500 VIVIAN	161.34
180670	UE 2070 305 CAREY	373.04
180671	UE 18360 1003 CHURCH	146.63
180672	UE 25656 1001 DESERT HILLS	139.11
180673	UE 39260 2501 KRISTAN	155.01
180674	UE 25070 600 GARNER LAKE	116.47
180675	UE 19750 921 7TH	163.42
180676	UE 30216 1209 SIOUX	162.97
180677	UE 35206 707 EXPRESS	6.22
180678	UE 29576 500 CHURCH	125.39
180679	UE 14106 111 VALLEY	153.84
180680	UE 40362 2507 LEDOUX	44.47
180682	UE 27292 1001 DESERT HILLS	160.73
180683	UE 1552 206 GILLETTE	196.27
180684	UE 2268 504 MILLER	158.01
180685	UE 4734 2417 DOGWOOD	183.01
180686	UE 6112 3309 WATSABAUGH	5.04
180687	UE 30478 116 COLLEGE PARK	116.05
180688	UE 32760 4530 RUNNING W	12.07
180689	UE 13986 603 LONGMONT	98.75
180690	UE 35002 1610 HARVEST MOON	26.42
180691	UE 14372 811 LINCOLN	88.43

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
180692	UE 32912 4536 RUNNING W	108.21
181075	UE 18810 1031 GURLEY	32.72
181076	UE 11208 3201 ECHETA	81.14
181077	UE 17555 2621 LEDOUX	179.24
181078	UE 40512 4800 BUTLER SPAETH	376.79
181079	UE 19555 3210 LETOURNEAU	293.59
181080	UE 15712 1909 UTAH	49.64
181081	UE 3242 1707 GILLETTE	101.94
181084	UE 4786 2501 DOGWOOD	18.63
181085	UE 2262 504 MILLER	86.89
181086	UE 34886 3606 TRITON	116.13
181087	UE 17850 1305 12TH	126.82
	VENDOR TOTAL:	**4,809.02**
	DIVISION TOTAL:	**4,959.02**
	DEPARTMENT TOTAL:	**4,959.02**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1055-AMERICAN PUBLIC POWER ASSOCIATION		
180945	ANNUAL APPA E-RELIABILITY DUES	325.00
	VENDOR TOTAL:	**325.00**
1447-ANIXTER POWER SOLUTIONS		
181094	SAFETY - FR WINTER GEAR	406.79
	VENDOR TOTAL:	**406.79**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	12,843.95
181146	REPLACEMENT RUGGED TABLETS	2,211.95
	VENDOR TOTAL:	**15,055.90**
3004-DEPARTMENT OF ENERGY		
180881	SEPTEMBER 2024 ENERGY	52,744.93
	VENDOR TOTAL:	**52,744.93**
1684-DRM INC		
181060	ELECTRICAL BORE & TRENCH	2,900.00
	VENDOR TOTAL:	**2,900.00**
1852-FEDERAL EXPRESS CORPORATION		
180792	MISC SHIPPING	195.23
	VENDOR TOTAL:	**195.23**
1870-FLAGSHOOTER LLC		
180930	FLAGSHOOTER REPAIR LOCATES	125.00
	VENDOR TOTAL:	**125.00**
3970-HOTLINE ELECTRICAL		
180944	ANNUAL METER BOARD CALIBRATION INSPECTION	950.00
	VENDOR TOTAL:	**950.00**
1821-IT OUTLET INC		
181156	SUBSTATION SECURITY CAMERAS	47,419.00
	VENDOR TOTAL:	**47,419.00**
1264-MCM GENERAL CONTRACTORS		
181047	ANNUAL TRENCHING AND BORING AG	55,256.62

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1264-MCM GENERAL CONTRACTORS		
181048	ANNUAL TRENCHING AND BORING AG	774.00
181049	ANNUAL TRENCHING AND BORING AG	2,569.00
	VENDOR TOTAL:	**58,599.62**
1897-ONE CALL OF WYOMING COPR		
181050	ONE-CALL OF WYOMING	158.25
	VENDOR TOTAL:	**158.25**
2035-POWDER RIVER ENERGY CORPORATION		
180720	SEPTEMBER 2024 69KV WHEELING	5,250.00
	VENDOR TOTAL:	**5,250.00**
2071-PROELECTRIC INC		
181051	ANNUAL MISCELLANOUS ELECTRICAL	1,196.21
181052	ANNUAL MISCELLANOUS ELECTRICAL	4,844.46
181053	ANNUAL MISCELLANOUS ELECTRICAL	978.06
181054	ANNUAL MISCELLANOUS ELECTRICAL	1,001.25
181055	ANNUAL MISCELLANOUS ELECTRICAL	1,773.81
181056	ANNUAL MISCELLANOUS ELECTRICAL	623.71
181057	ANNUAL MISCELLANOUS ELECTRICAL	658.96
	VENDOR TOTAL:	**11,076.46**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
181058	ELECTRICAL MAINTENANCE	5,290.95
	VENDOR TOTAL:	**5,290.95**
	DIVISION TOTAL:	**200,497.13**
	DEPARTMENT TOTAL:	**200,497.13**
	FUND TOTAL:	**205,456.15**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
180741	UNIFORM CLEANING	168.46
180751	UNIFORM CLEANING	169.67
180757	UNIFORM CLEANING	136.73
	VENDOR TOTAL:	**474.86**
2561-BURLINGTON NORTHERN SANTA FE		
180940	24" WASTE WATER PIPELINE INSIDE 42" STEEL CASING	4,846.82
	VENDOR TOTAL:	**4,846.82**
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
180946	CPR CLASS	1,360.00
	VENDOR TOTAL:	**1,360.00**
3894-CAMPBELL COUNTY LANDFILL		
180758	SEPTEMBER 2024 WW LANDFILL CHARGES	522.00
	VENDOR TOTAL:	**522.00**
3904-CBH CO-OP		
181118	WW * DIESEL	2,807.09
	VENDOR TOTAL:	**2,807.09**
1606-DELL MARKETING LP		
181145	REPLACEMENT RUGGED TABLETS	15,393.56
181146	REPLACEMENT RUGGED TABLETS	2,654.34
181147	REPLACEMENT RUGGED TABLETS	2,081.53
	VENDOR TOTAL:	**20,129.43**
1705-DYKMAN ELECTRICAL INC		
180942	WTF HEAT EXCHANGER PUMP 1109 & 1110	8,726.04
	VENDOR TOTAL:	**8,726.04**
1792-ENERGY LABORATORIES INC		
180785	TESTING	155.10
180864	TESTING	306.30
180866	TESTING	155.50
180867	TESTING	92.10

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	**709.00**
1892-FRANDSON SAFETY INC		
180941	MULTI-GAS MONITOR CALIBRATION	90.00
	VENDOR TOTAL:	**90.00**
1264-MCM GENERAL CONTRACTORS		
180962	EXPOSE POWER CONDUIT	889.50
	VENDOR TOTAL:	**889.50**
1897-ONE CALL OF WYOMING COPR		
181050	ONE-CALL OF WYOMING	158.25
	VENDOR TOTAL:	**158.25**
2035-POWDER RIVER ENERGY CORPORATION		
180701	ELECTRIC - GIL SEWAGE MTR STA	46.16
180702	ELECTRIC - LIFT PUMPS	1,033.17
	VENDOR TOTAL:	**1,079.33**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
180963	FURNISH AND INSTALL GAS FIRED MODINE	6,773.00
	VENDOR TOTAL:	**6,773.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
180922	VFD UPGRADE DAF PUMP 1109 & 1110	7,102.47
	VENDOR TOTAL:	**7,102.47**
5015-THATCHER COMPANY, INC.		
180786	CHEMICALS	21,514.50
180787	CHEMICALS	7,633.17
	VENDOR TOTAL:	**29,147.67**
5040-WASTEQUIP LLC		
181180	WW CONTAINERS - BRANDON	18,572.47
	VENDOR TOTAL:	**18,572.47**
	DIVISION TOTAL:	**103,387.93**
	DEPARTMENT TOTAL:	**103,387.93**
	FUND TOTAL:	**103,387.93**

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Invoice Number	Invoice Description	Amount
506-FIBER FUND		
70-UTILITIES		
78-FIBER		
1684-DRM INC		
181061	ELECTRICAL BORE & TRENCH	2,331.30
	VENDOR TOTAL:	**2,331.30**
	DIVISION TOTAL:	**2,331.30**
	DEPARTMENT TOTAL:	**2,331.30**
	FUND TOTAL:	**2,331.30**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
180723	RUG CLEANING	57.75
180726	RUG CLEANING	42.89
180739	RUG CLEANING	42.89
180740	RUG CLEANING	46.10
180742	RUG CLEANING	57.75
180749	RUG CLEANING	42.89
180752	RUG CLEANING	57.75
	VENDOR TOTAL:	**348.02**
1991-HACH COMPANY		
181158	BUILDING MAINTENANCE / SCADA * JEFF WHITE	1,511.50
	VENDOR TOTAL:	**1,511.50**
	DIVISION TOTAL:	**1,859.52**
	DEPARTMENT TOTAL:	**1,859.52**
	FUND TOTAL:	**1,859.52**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
181089	ELECTRICAL INVENTORY	880.00
181091	ELECTRICAL INVENTORY	1,540.00
181092	ELECTRICAL INVENTORY	388.56
181093	WATER INVENTORY	375.00
181095	ELECTRICAL INVENTORY	37.20
181096	ELECTRICAL INVENTORY	56.84
181097	ELECTRICAL INVENTORY	1,665.00
181098	EW	90.00
181099	ELECTRICAL INVENTORY	963.74
181100	ELECTRICAL INVENTORY	243.72
181101	ELECTRICAL INVENTORY	22,745.52
	VENDOR TOTAL:	**28,985.58**
4333-BARCO MUNICIPAL PRODUCTS, INC		
181114	TRAFFIC SAFETY INVENTORY	183.00
	VENDOR TOTAL:	**183.00**
1197-BORDER STATES ELECTRIC		
181115	ELECTRICAL INVENTORY	908.70
181116	ELECTRICAL INVENTORY	1,923.59
181117	ELECTRICAL INVENTORY	169.92
	VENDOR TOTAL:	**3,002.21**
1459-CPS DISTRIBUTORS		
181136	PARKS INVENTORY	396.20
	VENDOR TOTAL:	**396.20**
1519-CRUM ELECTRIC SUPPLY COMPANY		
181137	EW 120/208 3-PHASE TRANSFORMER	56,206.31
181138	EW 277/480 3-PHASE TRANSFORMERS	28,702.64
181139	ELECTRICAL INVENTORY * TRANSFORMERS	41,944.74
	VENDOR TOTAL:	**126,853.69**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1574-DANA KEPNER COMPANY INC		
181142	WATER INVENTORY	7,589.75
	VENDOR TOTAL:	**7,589.75**
4813-DYKMAN ELECTRICAL, INC		
181148	WATER INVENTORY	636.75
	VENDOR TOTAL:	**636.75**
1870-FLAGSHOOTER LLC		
181149	ELECTRICAL INVENTORY	727.98
	VENDOR TOTAL:	**727.98**
1422-GILLETTE CONTRACTORS SUPPLY INC		
181119	WASTEWATER INVENTORY	38.40
181120	WT	14.75
181121	WASTEWATER INVENTORY	102.72
181122	PARKS INVENTORY	433.58
181123	WATER INVENTORY	324.03
181124	WATER INVENTORY	190.50
181125	WATER INVENTORY	124.11
181126	WATER INVENTORY *URGENT*	721.50
181127	WATER INVENTORY	29.44
181128	WATER INVENTORY	19.50
181129	WATER INVENTORY	193.86
181130	PARKS INVNETORY	9.20
181131	WATER INVENTORY "URGENT"	2,941.95
181132	WATER INVENTORY "URGENT"	507.00
181133	WATER INVENTORY	4,874.00
181134	WATER INVENTORY	1,052.40
181135	WATER INVENTORY	38.15
	VENDOR TOTAL:	**11,615.09**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1479-NEWMAN SIGNS INC		
181161	TRAFFIC SAFETY INVENTORY	586.62
181162	TRAFFIC SAFETY INVENTORY	2,156.51
	VENDOR TOTAL:	**2,743.13**
1511-NORCO INC		
181163	ELECTRICAL INVENTORY	135.00
181164	ELECTRICAL INVENTORY	633.23
	VENDOR TOTAL:	**768.23**
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
181178	WATER INVENTORY	176.94
181179	ELECTRICAL INVENTORY	128.99
	VENDOR TOTAL:	**305.93**
2731-WATERWORKS INDUSTRIES		
181181	WATER INVENTORY	1,675.00
181182	WATER INVENTORY	360.00
181183	WASTEWATER INVENTORY	1,400.00
181184	WATER INVENTORY	1,652.50
181185	WATER INVENTORY "URGENT"	110.00
	VENDOR TOTAL:	**5,197.50**
	DIVISION TOTAL:	**189,005.04**
	DEPARTMENT TOTAL:	**189,005.04**
	FUND TOTAL:	**189,005.04**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1879-FORCE AMERICA INC		
181152	VM INVENTORY	197.80
	VENDOR TOTAL:	**197.80**
1575-HOMAX OIL		
181154	VM INVENTORY	415.80
	VENDOR TOTAL:	**415.80**
5050-HUGHES FIRE EQUIPMENT, INC.		
181155	VM INVENTORY	582.20
	VENDOR TOTAL:	**582.20**
3398-JACK'S TRUCK CENTER INC		
181150	VM INVENTORY	10.77
181151	VM INVENTORY	111.77
	VENDOR TOTAL:	**122.54**
4462-JOE JOHNSON EQUIPMENT, LLC		
181157	VM INVENTORY	1,047.77
	VENDOR TOTAL:	**1,047.77**
1291-MIDLAND IMPLEMENT CO INC		
181159	VM INVENTORY	341.69
	VENDOR TOTAL:	**341.69**
2123-RECORD SUPPLY INC NAPA		
181171	VM INVENTORY	81.36
181172	VM INVENTORY	110.04
181173	VM INVENTORY	28.68
181174	VM INVENTORY	168.34
	VENDOR TOTAL:	**388.42**
2074-SOUTHWESTERN EQUIPMENT COMPANY		
181176	VM INVENTORY	604.83
	VENDOR TOTAL:	**604.83**
	DIVISION TOTAL:	**3,701.05**
	DEPARTMENT TOTAL:	**3,701.05**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
180984	PARTS	94.96
	VENDOR TOTAL:	**94.96**
1328-ADVANCE AUTO PARTS		
180807	PARTS	9.31
180905	PARTS	122.45
180983	PARTS	9.26
	VENDOR TOTAL:	**141.02**
1040-ALSCO		
180746	UNIFORM CLEANING	91.88
180756	UNIFORM CLEANING	91.88
	VENDOR TOTAL:	**183.76**
1041-ALTEC INDUSTRIES INC		
180999	REPAIRS	24,413.12
	VENDOR TOTAL:	**24,413.12**
1167-BIG HORN TIRE INC		
180912	TIRES	878.40
	VENDOR TOTAL:	**878.40**
1171-BIGHORN HYDRAULICS INC		
180897	PARTS	32.00
180987	PARTS	5.07
180988	PARTS	2.35
	VENDOR TOTAL:	**39.42**
2677-CENTRAL TRUCK & DIESEL INC		
180826	PARTS	156.46
180994	PARTS	1,045.08
	VENDOR TOTAL:	**1,201.54**
1381-CITY OF GILLETTE		
180951	PETTY CASH REIMBURSEMENT	120.00
	VENDOR TOTAL:	**120.00**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2560-COMPRESSION LEASING SERVICES		
180895	REPAIRS	420.00
	VENDOR TOTAL:	**420.00**
3862-DADS TRUCK AND AUTO LLC		
180816	TOW	952.00
	VENDOR TOTAL:	**952.00**
4599-DAWSON INFRASTRUCTURE SOLUTIONS		
180812	CAMERA	857.38
	VENDOR TOTAL:	**857.38**
4959-ENERGY AQUISTION		
180808	PARTS	5.87
	VENDOR TOTAL:	**5.87**
4985-GILLETTE STEEL CENTER		
180809	ROUND BAR	9.90
180810	ROUND AND FLAT BAR	234.82
180914	FLAT BAR	53.00
180985	ANGLE IRON	53.80
	VENDOR TOTAL:	**351.52**
2645-GREINER MOTOR COMPANY		
180828	REPAIRS	7,077.66
180829	REPAIRS	3,809.73
180989	PARTS	105.80
180990	PARTS	112.18
	VENDOR TOTAL:	**11,105.37**
4128-GROSSENBURG IMPLEMENT INCORPORATED		
180913	PARTS	243.84
	VENDOR TOTAL:	**243.84**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5050-HUGHES FIRE EQUIPMENT, INC.		
180814	PARTS	606.21
180815	PARTS	103.56
	VENDOR TOTAL:	**709.77**
3398-JACK'S TRUCK CENTER INC		
180827	PARTS	55.51
180896	PARTS	64.66
180992	PARTS	28.98
180993	PARTS	126.20
	VENDOR TOTAL:	**275.35**
4462-JOE JOHNSON EQUIPMENT, LLC		
180825	PARTS	195.87
180986	PARTS	3,282.87
	VENDOR TOTAL:	**3,478.74**
4987-LAWSON PRODUCTS, INC.		
181000	PARTS	278.19
	VENDOR TOTAL:	**278.19**
1291-MIDLAND IMPLEMENT CO INC		
180818	PARTS	786.28
180819	PARTS	125.11
180820	PARTS	849.69
180916	PARTS	1,994.56
	VENDOR TOTAL:	**3,755.64**
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
180817	TESTING	112.85
	VENDOR TOTAL:	**112.85**
1511-NORCO INC		
180915	PARTS	398.42
	VENDOR TOTAL:	**398.42**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4967-RDO EQUIPMENT CO		
180813	REPAIRS	1,153.19
	VENDOR TOTAL:	**1,153.19**
2123-RECORD SUPPLY INC NAPA		
180793	PARTS	19.67
180794	PARTS	268.26
180795	PARTS	32.22
180796	PARTS	71.70
180797	PARTS	84.93
180798	PARTS	24.30
180799	CORE DEPOSIT	-44.44
180800	PARTS	20.11
180801	PARTS	78.52
180802	PARTS	20.11
180803	PARTS	468.65
180804	PARTS	25.16
180805	PARTS	14.38
180806	PARTS	114.57
180882	PARTS	76.97
180883	PARTS	90.32
180884	PARTS	232.86
180885	PARTS	151.85
180886	PARTS	27.00
180887	PARTS	36.30
180888	PARTS	477.44
180889	PARTS	144.46
180890	PARTS	175.00
180891	PARTS	20.78
180892	PARTS	57.31

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2123-RECORD SUPPLY INC NAPA		
180893	PARTS	69.02
180894	PARTS	143.58
180964	PARTS	10.62
180965	PARTS	12.49
180966	PARTS	24.98
180967	PARTS	177.12
180968	PARTS	6.92
180969	PARTS	31.28
180970	PARTS	162.46
180971	PARTS	144.46
180972	PARTS	643.48
180973	PARTS	396.11
180974	PARTS	31.92
180975	PARTS	12.86
180976	PARTS	76.97
180977	CORE DEPOSIT	-36.00
180978	PARTS	6.69
180979	PARTS	6.86
180980	PARTS	2.71
180981	PARTS	199.37
180982	PARTS	29.36
	VENDOR TOTAL:	**4,841.69**
2315-THUNDER BASIN FORD LLC		
180821	PARTS	8.44
180822	PARTS	15.74
180823	REPAIRS	231.73
180824	PARTS	338.66
180909	PARTS	22.30
180995	PARTS	357.58

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2315-THUNDER BASIN FORD LLC		
180996	PARTS	44.33
180997	PARTS	23.23
180998	PARTS	28.08
	VENDOR TOTAL:	**1,070.09**
4454-TORGERSON'S, LLC		
180903	PARTS	161.75
180991	PARTS	31.40
	VENDOR TOTAL:	**193.15**
2309-WHITE'S FRONTIER MOTORS		
180904	PARTS	26.55
	VENDOR TOTAL:	**26.55**
2385-WYOMING MACHINERY CO		
180811	FORKLIFT	4,655.77
	VENDOR TOTAL:	**4,655.77**
	DIVISION TOTAL:	**61,957.60**
37-VEHICLE REPLACEMENT		
4909-COULTER WEST		
180899	POLICE CRUISER GRAPHICS	646.50
180902	POLICE CRUISER GRAPHICS	646.50
	VENDOR TOTAL:	**1,293.00**
2315-THUNDER BASIN FORD LLC		
180906	PARTS	110.54
180907	PARTS	110.54
	VENDOR TOTAL:	**221.08**
	DIVISION TOTAL:	**1,514.08**
	DEPARTMENT TOTAL:	**63,471.68**
	FUND TOTAL:	**67,172.73**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
4909-COULTER WEST		
180900	POLICE CRUISER GRAPHICS	646.50
180901	POLICE CRUISER GRAPHICS	646.50
	VENDOR TOTAL:	**1,293.00**
2315-THUNDER BASIN FORD LLC		
180910	REPAIRS	89.13
180911	REPAIRS	89.13
180919	PARTS	110.54
	VENDOR TOTAL:	**288.80**
	DIVISION TOTAL:	**1,581.80**
	DEPARTMENT TOTAL:	**1,581.80**
	FUND TOTAL:	**1,581.80**
	GRAND TOTAL:	**1,802,364.22**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
180185	2025 LICENSE PLATE RENEWALS FOR CITY PLATES	2,410.00
	VENDOR TOTAL:	**2,410.00**
	DIVISION TOTAL:	**2,410.00**
	DEPARTMENT TOTAL:	**2,410.00**
	FUND TOTAL:	**2,410.00**
	GRAND TOTAL:	**2,410.00**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2566-OFFICE OF STATE LANDS AND INVESTMENTS		
180209	LATE FEE	947.38
180210	LATE FEE	74.20
	VENDOR TOTAL:	**1,021.58**
	DIVISION TOTAL:	**1,021.58**
	DEPARTMENT TOTAL:	**1,021.58**
	FUND TOTAL:	**1,021.58**
	GRAND TOTAL:	**1,021.58**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1684-DRM INC		
180216	2024 TWIN SPRUCE ALLEY/SEWER	191,811.42
	VENDOR TOTAL:	**191,811.42**
1866-FIRST NORTHERN BANK OF WYOMING		
180217	2024 TWIN SPRUCE ALLEY/SEWER	10,095.34
	VENDOR TOTAL:	**10,095.34**
2760-WAYNE E. ECKAS, P.E.		
180207	IRRIGATION CENTRAL CONTROL IMP	9,108.35
	VENDOR TOTAL:	**9,108.35**
	DIVISION TOTAL:	**211,015.11**
	DEPARTMENT TOTAL:	**211,015.11**
	FUND TOTAL:	**211,015.11**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2296-WESTERN SERVICES LLC		
180203	REMOVE AND INSTALL FENCE	6,850.00
	VENDOR TOTAL:	**6,850.00**
	DIVISION TOTAL:	**6,850.00**
	DEPARTMENT TOTAL:	**6,850.00**
	FUND TOTAL:	**6,850.00**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1077-ARCHITECTURAL SPECIALTIES LLC		
180204	SUBSTATION LOCKS	3,208.26
180205	SUBSTATION LOCKS	3,082.10
	VENDOR TOTAL:	**6,290.36**
	DIVISION TOTAL:	**6,290.36**
	DEPARTMENT TOTAL:	**6,290.36**
	FUND TOTAL:	**6,290.36**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4987-LAWSON PRODUCTS, INC.		
180206	PARTS	37.75
	VENDOR TOTAL:	**37.75**
2432-WYOMING DEPT OF TRANSPORTATION		
180215	3 NEW LICENSE PLATES SERIES	30.00
	VENDOR TOTAL:	**30.00**
	DIVISION TOTAL:	**67.75**
	DEPARTMENT TOTAL:	**67.75**
	FUND TOTAL:	**67.75**
	GRAND TOTAL:	**224,223.22**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
180220	NATURAL GAS - 13144 HIGHWAY 51	31.99
	VENDOR TOTAL:	**31.99**
	DIVISION TOTAL:	**31.99**
	DEPARTMENT TOTAL:	**31.99**
	FUND TOTAL:	**31.99**
	GRAND TOTAL:	**31.99**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
2003-PERSONAL FRONTIERS INC		
180700	FUNDING REQUEST TO BE USED FOR AUDIT	8,800.00
	VENDOR TOTAL:	**8,800.00**
	DIVISION TOTAL:	**8,800.00**
	DEPARTMENT TOTAL:	**8,800.00**
	FUND TOTAL:	**8,800.00**
	GRAND TOTAL:	**8,800.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
180221	NATURAL GAS - 525 EXCHANGE AVE	34.91
	VENDOR TOTAL:	**34.91**
	DIVISION TOTAL:	**34.91**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
180222	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	170.95
	VENDOR TOTAL:	**170.95**
	DIVISION TOTAL:	**170.95**
	DEPARTMENT TOTAL:	**205.86**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
180223	NATURAL GAS - 950 W WARLOW	48.19
180224	NATURAL GAS - 808 W WARLOW DR	54.11
180225	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	1,217.89
	VENDOR TOTAL:	**1,320.19**
	DIVISION TOTAL:	**1,320.19**
51-PARKS		
3379-BLACK HILLS ENERGY		
180226	NATURAL GAS - 2909 S DOUGLAS HWY	78.99
	VENDOR TOTAL:	**78.99**
	DIVISION TOTAL:	**78.99**
54-STREETS		
3379-BLACK HILLS ENERGY		
180227	NATURAL GAS - 800 N BURMA AVE BLD 414	101.06
	VENDOR TOTAL:	**101.06**
	DIVISION TOTAL:	**101.06**
	DEPARTMENT TOTAL:	**1,500.24**
	FUND TOTAL:	**1,706.10**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
180225	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	44.38
180228	NATURAL GAS - 200 ROCK RD	43.27
180229	NATURAL GAS - 816 W WARLOW DR	148.70
180234	NATURAL GAS-611 N EXCHANGE,5000 DOUD,1103 LAKEWAY	85.31
	VENDOR TOTAL:	**321.66**
	DIVISION TOTAL:	**321.66**
	DEPARTMENT TOTAL:	**321.66**
	FUND TOTAL:	**321.66**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
180230	NATURAL GAS - 940 W WARLOW DR	43.87
	VENDOR TOTAL:	**43.87**
	DIVISION TOTAL:	**43.87**
	DEPARTMENT TOTAL:	**43.87**
	FUND TOTAL:	**43.87**

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
180231	NATURAL GAS - 4529 UNIVERSITY RD	44.93
180232	NATURAL GAS - 1700 PLUM CRK	36.50
180233	NATURAL GAS - 3101 S GARNER LAKE RD	430.78
	VENDOR TOTAL:	**512.21**
	DIVISION TOTAL:	**512.21**
	DEPARTMENT TOTAL:	**512.21**
	FUND TOTAL:	**512.21**

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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
180234	NATURAL GAS-611 N EXCHANGE,5000 DOUD,1103 LAKEWAY	42.79
180235	NATURAL GAS - 611 N EXCHANGE AVE, 22	262.07
180236	NATURAL GAS - 561 COMMERCIAL DR	122.27
180237	NATURAL GAS - 624 COMMERCIAL DR	243.80
	VENDOR TOTAL:	**670.93**
	DIVISION TOTAL:	**670.93**
	DEPARTMENT TOTAL:	**670.93**
	FUND TOTAL:	**670.93**

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
180238	NATURAL GAS - 800 BURMA AVE	136.26
	VENDOR TOTAL:	**136.26**
	DIVISION TOTAL:	**136.26**
	DEPARTMENT TOTAL:	**136.26**
	FUND TOTAL:	**136.26**
	GRAND TOTAL:	**3,391.03**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2653-WYOMING STATE TREASURER'S OFFICE		
180738	UNCLAIMED PROPERTY	349.58
	VENDOR TOTAL:	**349.58**
	DIVISION TOTAL:	**349.58**
	DEPARTMENT TOTAL:	**349.58**
	FUND TOTAL:	**349.58**

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
00-UNDEFINED		
00-UNDEFINED		
2653-WYOMING STATE TREASURER'S OFFICE		
180738	UNCLAIMED PROPERTY	0.06
	VENDOR TOTAL:	**0.06**
	DIVISION TOTAL:	**0.06**
	DEPARTMENT TOTAL:	**0.06**
	FUND TOTAL:	**0.06**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
2653-WYOMING STATE TREASURER'S OFFICE		
180738	UNCLAIMED PROPERTY	142.50
	VENDOR TOTAL:	**142.50**
	DIVISION TOTAL:	**142.50**
	DEPARTMENT TOTAL:	**142.50**
	FUND TOTAL:	**142.50**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
180730	UNCLAIMED PROPERTY - PEYROT AND GROOMBRIDGE	109.39
180731	UNCLAIMED PROPERTY - J TUCKER	189.77
180732	UNCLAIMED PROPERTY - D WITHEE	176.73
180733	UNCLAIMED PROPERTY - R RYBERG	93.59
180734	UNCLAIMED PROPERTY - H WARD AND R STEVENS	26.02
180735	UNCLAIMED PROPERTY - J BROWN	49.13
180736	UNCLAIMED PROPERTY - B REMILY AND C KIENZLE	116.10
180737	UNCLAIMED PROPERTY - INDIAN HILLS AND MT VIEW	725.33
	VENDOR TOTAL:	**1,486.06**
2653-WYOMING STATE TREASURER'S OFFICE		
180738	UNCLAIMED PROPERTY	6,850.59
	VENDOR TOTAL:	**6,850.59**
	DIVISION TOTAL:	**8,336.65**
	DEPARTMENT TOTAL:	**8,336.65**
	FUND TOTAL:	**8,336.65**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
180729	NEW LICENSE PLATE	60.00
	VENDOR TOTAL:	**60.00**
	DIVISION TOTAL:	**60.00**
	DEPARTMENT TOTAL:	**60.00**
	FUND TOTAL:	**60.00**
	GRAND TOTAL:	**8,888.79**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
00-UNDEFINED		
00-UNDEFINED		
1864-FIRST NATIONAL BANK OF GILLETTE		
181073	CERTIFICATE OF DEPOSIT	1,000,000.00
	VENDOR TOTAL:	**1,000,000.00**
	DIVISION TOTAL:	**1,000,000.00**
	DEPARTMENT TOTAL:	**1,000,000.00**
	FUND TOTAL:	**1,000,000.00**
	GRAND TOTAL:	**1,000,000.00**

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2503-DELTA DENTAL OF WYOMING		
180186	SEPTEMBER 2024 ADMIN FEES AND CLAIMS	24,739.05
	VENDOR TOTAL:	**24,739.05**
1912-GALLAGHER BENEFIT SERVICES, INC		
180189	OCTOBER 2024 SHORT TERM DISABILITY ADMIN FEES	135.00
	VENDOR TOTAL:	**135.00**
3960-MII LIFE INSURANCE, INCORPORATED		
180190	OCTOBER 2024 ADMIN FEES	237.25
	VENDOR TOTAL:	**237.25**
3687-OPTUM HEALTH FINANCIAL SERVICES		
180187	SEPTEMBER 2024 HSA MONTHLY MAINTENANCE FEES	189.75
180188	SEPTEMBER 2024 COBRA PARTICIPANT FEE	145.75
	VENDOR TOTAL:	**335.50**
	DIVISION TOTAL:	**25,446.80**
	DEPARTMENT TOTAL:	**25,446.80**
	FUND TOTAL:	**25,446.80**
	GRAND TOTAL:	**25,446.80**

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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1912-GALLAGHER BENEFIT SERVICES, INC		
180208	OCTOBER - NOVEMBER 2024 CONSULTING SERVICES	9,125.00
	VENDOR TOTAL:	**9,125.00**
	DIVISION TOTAL:	**9,125.00**
	DEPARTMENT TOTAL:	**9,125.00**
	FUND TOTAL:	**9,125.00**
	GRAND TOTAL:	**9,125.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
3960-MII LIFE INSURANCE, INCORPORATED		
181035	WEEKLY CLAIMS	2,283.07
181036	WEEKLY CLAIMS	259.38
181037	WEEKLY CLAIMS	1,809.40
	VENDOR TOTAL:	**4,351.85**
2672-UMB BANK		
181038	SEPTEMBER 2024 P-CARDS	59,671.47
	VENDOR TOTAL:	**59,671.47**
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
181040	TRANSFER CCFE CONTRIBUTION TO ERIA	200,000.00
181041	TRANSFER FUNDS FROM CCFD - LADDER TRUCK SALE	50,000.00
	VENDOR TOTAL:	**250,000.00**
	DIVISION TOTAL:	**314,023.32**
	DEPARTMENT TOTAL:	**314,023.32**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
2567-WYOMING RETIREMENT		
181062	INTEREST FOR TRISTA HOUCH	6.92
	VENDOR TOTAL:	**6.92**
2682-WYOMING RETIREMENT LAW		
181063	INTERST FOR TRISTA HOUCH	12.07
	VENDOR TOTAL:	**12.07**
	DIVISION TOTAL:	**18.99**
	DEPARTMENT TOTAL:	**18.99**
	FUND TOTAL:	**314,042.31**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
181042	TRANSFER WYOCLASS INVESTMENT TO WGIF/PFM	5,000,000.00
	VENDOR TOTAL:	**5,000,000.00**
	DIVISION TOTAL:	**5,000,000.00**
	DEPARTMENT TOTAL:	**5,000,000.00**
	FUND TOTAL:	**5,000,000.00**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
181029	SEPTEMBER 2024 WYGEN III CAPITAL AND O&M	287,643.82
181030	SEPTEMBER 2024 WYGEN III ANCILLARY SERVICES	82,113.50
181031	SEPTEMBER 2024 CTII ENERGY	4,817.03
181032	SEPTEMBER 2024 TRANSMISSION	289,300.79
	VENDOR TOTAL:	**663,875.14**
2697-BLACK HILLS WYOMING LLC		
181033	SEPTEMBER 2024 CTII CAPITAL AND O&M	199,001.52
181034	SEPTEMBER 2024 CTII ENERGY	301,997.18
	VENDOR TOTAL:	**500,998.70**
2365-WYODAK RESOURCES DEVELOPMENT CORP		
181039	SEPTEMBER 2024 WYGEN III COAL	185,152.53
	VENDOR TOTAL:	**185,152.53**
	DIVISION TOTAL:	**1,350,026.37**
	DEPARTMENT TOTAL:	**1,350,026.37**
	FUND TOTAL:	**1,350,026.37**

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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		
181043	PRESCRPTIONS,WEEKLY CLAIMS,COTIVITI,CASH FLOW REG	194,026.05
181045	PRESCRPTIONS,WEEKLY CLAIMS,COTIVITI,CASH FLOW REG	58,489.01
181046	PRESCRPTIONS,WEEKLY CLAIMS,COTIVITI,CASH FLOW REG	61,486.49
	VENDOR TOTAL:	**314,001.55**
	DIVISION TOTAL:	**314,001.55**
	DEPARTMENT TOTAL:	**314,001.55**
	FUND TOTAL:	**314,001.55**
	GRAND TOTAL:	**6,978,070.23**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
66666-MISC P-CARD VENDOR		
180451	NEWY MEETING - BREAKFAST	151.20
180467	HALLOWEEN ITEMS FOR CITY HALL TRICK OR TREAT	62.45
180548	WY0 BUSINESS COUNCIL BEST PRACTICES TRIP - MAYOR L	463.38
	VENDOR TOTAL:	**677.03**
	DIVISION TOTAL:	**677.03**
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
180248	CASPER STAR TRIBUNE	30.99
	VENDOR TOTAL:	**30.99**
66666-MISC P-CARD VENDOR		
180303	A2A WORKSHOP - BREAKFAST	104.87
180433	WYO WATER ASSN ANNUAL MTG REGISTRATION - MIKE COLE	360.50
180549	WYO BUSINESS COUNCIL BEST PRACTICES TRIP - MIKE CO	461.30
180604	DEPT HEAD MEETING - REFRESHMENTS	31.92
	VENDOR TOTAL:	**958.59**
	DIVISION TOTAL:	**989.58**
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
180267	4TE*CULLIGAN OF GILLETTE WATER FOR WELLNESS	66.00
180479	ALBERTSONS #0067 SNACKS FOR WELLNESS PRESENTATION	39.96
	VENDOR TOTAL:	**105.96**
	DIVISION TOTAL:	**105.96**
	DEPARTMENT TOTAL:	**1,772.57**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
180247	AMAZON RETA* RK1HH2KL2 OIL FOR SHREDDER	122.80
180266	AMAZON MKTPL*RK2PH71L0 SNACK CHEST FOR SUPERVISOR	79.99
180268	AMAZON MARK* RK2ZH1YN2 SNACK CHEST FOR SUPERVISOR	79.99
180296	IN *INNOVATIVE CREDIT REPORT	25.00
180314	USPS PO 5738000483 CERTIFIED MAIL	9.68
180342	LE MERIDIEN DENVER DOWNTO lunch	22.44
180343	PAYPAL *WYOMINGSOCI SHRM CONFRENCE TICKETS	340.00
180428	LA QUINTA INN & SUITES SPEAKER FOR SUPERVISOR TRAI	196.00
180430	AMAZON MKTPL*8C7JG6K93 TAKE 5 CANDY FOR OPEN ENROL	96.09
180475	OFFICE DEPOT #2635 EASEL PAD	83.98
180480	STICKER MULE OPEN ENROLLEMENT STICKERS TAKE 5	88.00
180518	TEXAS ROADHOUSE #2497 DINNER FOR JADE & BETH	60.42
180523	SPO*EGGINGTON'S BREAKFAST JADE & BETH	44.68
180525	THE OFFICE BAR AND GRILL DINNER SHRM	28.98
180546	SQ *BLUES GYPSY LLC DBA T BREAKFAST	17.62
180547	WYOMING ALE WORKS LUNCH	63.51
180555	REG RAMKOTA CASPER - JADES ROOM FOR SHRM	226.00
180556	REG RAMKOTA CASPER - H BETH'S ROOM FOR SHRM	253.12
180571	SMILING MOOSE -GILLETTE ERC MEETING	120.00
180577	WM SUPERCENTER #1485 SUPPLIES FOR TRAINIG	109.92
180595	ALBERTSONS #0067 ERC MEETIN	31.88
180596	WAL-MART #1485 SNACKS FOR SUPERVISOR TRAINING	54.90
180648	TST*THE PRIME RIB RESTAU PLANNING LUNCH FOR BBQ DE	83.93
	VENDOR TOTAL:	**2,238.93**
	DIVISION TOTAL:	**2,238.93**
21-SAFETY		
66666-MISC P-CARD VENDOR		
180413	Amazon.com*HM8NM2FO3 PRESENTATION MOUSE FOR SAFETY	45.99
180450	UNITED 0164433637084 CHECKED BAG	40.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
21-SAFETY		
66666-MISC P-CARD VENDOR		
180457	CASTLE HOTEL F&B DINNER	35.19
180458	LYFT *RIDE SUN 2PM TAXI	42.59
180459	652 FLIGHT TERMINAL A SNACK	3.53
180460	CASTLE HOTEL F&B DINNER	47.75
180465	ORANGE COUNTY C C CONC 77 LUNCH	19.97
180481	ORANGE COUNTY C C CONC 77 LUNCH	23.96
180482	LYFT *RIDE WED 9AM TAXI	10.70
180502	1519 JCS ORLANDO I-DR DINNER	70.35
180503	UNITED 0164434667662 CHECKED BAG	40.00
180504	LYFT *RIDE THU 10AM TAXI	30.37
180526	DEN SMASH BURGER B 2138 DINNER	26.74
180527	MCO FRESHENS lUNCH	10.64
180528	CASTLE HOTEL FOR CONFRENCE	630.00
	VENDOR TOTAL:	**1,077.78**
	DIVISION TOTAL:	**1,077.78**
	DEPARTMENT TOTAL:	**3,316.71**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
66666-MISC P-CARD VENDOR		
180322	THE MAIN BAGEL PAYROLL APPRECIATION BREAKFAST	39.60
180374	GOVERNMENT FINANCE OFFIC CASH FLOW WEBINAR LINDSEY	85.00
180454	SOURCE MANAGEMENT FILE FOLDERS	86.73
	VENDOR TOTAL:	**211.33**
	DIVISION TOTAL:	**211.33**
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
180244	DRI*RecoveryTools FILE CONVERTER SOFTWARE	135.45
180298	BORDER STATES INDUSTRIES RETURN OF EXTRA CLAMPS	-49.97
180360	AMAZON MKTPL*ZT3BF4W72 STYLUS HOLDERS	9.79
180361	SQSP* INV148281332 DOMAIN REGISTRATION	30.00
180362	SQSP* INV148281331 DOMAIN REGISTRATION	14.00
180363	SQSP* INV148281329 DOMAIN REGISTRATION	30.00
180364	SQSP* INV148281328 DOMAIN REGISTRATION	14.00
180365	SQSP* INV148281327 DOMAIN REGISTRATION	14.00
180366	SQSP* INV148281326 DOMAIN REGISTRATION	14.00
180371	SQSP* INV148570751 DOMAIN REGISTRATION	12.00
180372	AMZN Mktp US*Z88RX8EU2 REPLACEMENT UPS BATTERIES	269.00
180378	AMAZON MARK* ZT2Y25U31 REPLACEMENT STYLUS FOR GPS	44.85
180379	MERIDIA MAINT. PLAN CHAMBERS VOTING SOFTWARE	995.00
180485	OFFICE DEPOT #2635 SWITCH FOR PD INVESTIGATION ROO	49.99
180519	B&H PHOTO 800-606-6969 LARGE DISPLAYS	1,240.34
180583	AMZN Mktp US*YG0HL2PW3 ADDON FIREWALL CABLES	900.87
180637	AMZN Mktp US*KF6ZR1YH3 SECOND HARDDRIVE FOR CW GIS	239.99
180645	SSL.COM CERTIFICATE OR SUB DOMAIN WILDCARD CERTIFI	508.30
	VENDOR TOTAL:	**4,471.61**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
4988-ZOHO CORPORATION		
180376	ZOHO CORPORATION ADDITIONAL MANAGE ENGINE LICENSES	1,195.00
	VENDOR TOTAL:	**1,195.00**
	DIVISION TOTAL:	**5,666.61**
	DEPARTMENT TOTAL:	**5,877.94**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
180284	ICM*InstantCheckmate.com - INVESTIGATIVE APP	35.12
180293	WM SUPERCENTER #1485 - SPRAY PAINT FOR FIREARMS	26.10
180324	TST* ROMANO'S MACARONI GR - TASER TRAINING	114.42
180333	VOIANCE LLC - INTERPRETATION SERVICES	265.41
180348	JERSEY MIKES 22027 - TASER TRAINING	53.70
180349	ARBYS 5439 - TASER TRAINING	40.04
180350	MENARDS GILLETTE WY - K9 FLOOR MAT FOR CAR	28.83
180356	BEARS NATURALLY CLEAN - AUGUST DRY CLEANING	364.47
180389	LA POLICE GEAR INC - SRT UNIFORMS	1,215.86
180396	MENARDS GILLETTE WY - INVESTIGATIVE SUPPLIES	214.35
180425	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	292.50
180472	USPS PO 5738000483 - PACKAGE TO CRIME LAB	6.65
180498	DOLLAMUR SPORT SURFACES - MAT BAGS & REPAIR KITS	507.91
180511	JIMMY JOHNS - 2009 - MIKE PERKINS SNIPER TRAINING	13.39
180512	OLD CHICAGO-GILLETTE - MIKE PERKINS SNIPER TRAININ	33.07
180538	UEP*GREAT WALL RESTAURANT - MIKE PERKINS SNIPER SC	28.13
180539	USPS PO 5738000483 - PACKAGE TO CRIME LAB	8.30
180542	CHEWY.COM - K9 DOG FOOD	348.95
180543	FAIRFIELD INN & SUITES - HAHN TRAINING	213.57
180558	SQ *SLYTAC TRAINING SOLUT - CREDIT FOR TRAINING CA	-475.00
180568	SQ *FIXIN' STITCHES - PATCHES ON UNIFORMS	45.00
180569	HOME2 SUITES - MIKE PERKINS HOTEL FOR SNIPER TRAIN	428.00
180615	TEDS MONTANA GRILL 47 - TRAVEL FOR 450 & 436	116.62
180638	IN *ACTION LOCK AND KEY - LOCKOUT SERVICE	75.00
	VENDOR TOTAL:	**4,000.39**
	DIVISION TOTAL:	**4,000.39**
41-DISPATCH		
66666-MISC P-CARD VENDOR		
180447	AMZN Mktp US*3I3ZQ6YV3 - DISPATCH SUPPLIES	77.19

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
41-DISPATCH		
66666-MISC P-CARD VENDOR		
180448	AMZN Mktp US*IB5OM7KX3 - DISPATCH SUPPLIES	61.58
180456	AMAZON MKTPL*C117H34W3 - DISPATCH SUPPLIES	93.10
	VENDOR TOTAL:	**231.87**
	DIVISION TOTAL:	**231.87**
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
180390	WYNDHAM - EMERGENCY FINANCIAL FOR VICTIM SERVICES	238.00
180409	COUNTRY INN & SUITES G - EMERGENCY FINANCIAL FOR V	107.00
	VENDOR TOTAL:	**345.00**
	DIVISION TOTAL:	**345.00**
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
180334	GALLS - ANIMAL CONTROL UNIFORMS	178.19
180492	SQ *THAT EMBROIDERY PLACE - UNIFORMS	14.00
	VENDOR TOTAL:	**192.19**
	DIVISION TOTAL:	**192.19**
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
180250	MWI ANIMAL HEALTH - DONATIONS	90.10
180251	MED VET INTERNATIONAL - VACCINATIONS	39.07
180258	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	307.00
180279	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	354.00
180280	ANIMAL MEDICAL CENTER OF - RABIES	10.00
180281	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER	86.00
180313	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	402.58
180315	WM SUPERCENTER #1485 - DONATIONS	62.92
180326	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	14.82
180327	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	14.82
180328	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	14.82

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
180336	WM SUPERCENTER #1485 - ANIMAL CARE	3.98
180355	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	444.14
180386	CITY TOR. FERRY DOCKS-ONL - CARD COMPROMISED - UNA	13.53
180391	ANIMAL MEDICAL CENTER OF - RABIES	70.00
180392	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	132.00
180410	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	56.00
180423	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	285.00
180440	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	185.00
180441	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	222.00
180449	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	421.00
180497	WM SUPERCENTER #1485 - ANIMAL CARE	55.74
180517	MED VET INTERNATIONAL - VACCINATIONS FOR SHELTER	60.57
180520	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	601.60
180521	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	72.00
180540	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	72.00
180541	ANIMAL MEDICAL CENTER OF - RABIES	60.00
180563	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	-14.71
180564	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	-14.71
180566	SEPAQ 1 800 665 6527 - CARD COMPROMISED - UNAUTHOR	-14.71
180587	AMAZON RETA* N71IE05D3 - DONATIONS	34.31
180591	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	302.60
180622	FI - @FI.DOGS - DONATIONS	252.00
180659	MWI ANIMAL HEALTH - DONATIONS	19.65
180664	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	552.00
	VENDOR TOTAL:	**5,267.12**
2163-ZOETIS INC		
180565	ZOETIS INC - VACCINATIONS	175.50
	VENDOR TOTAL:	**175.50**
	DIVISION TOTAL:	**5,442.62**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
	DEPARTMENT TOTAL:	**10,212.07**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
66666-MISC P-CARD VENDOR		
180239	C.S. OFFICE REPAIRS AND UPGRADES	225.75
180260	REPAIR ICE MACHINE LID	292.34
180269	C.S. OFFICE UPGRADES	66.56
180312	P.D. IMPOUND YARD LOCKS & SPRAY	391.94
180341	TOOLS	219.00
180354	BOILER RM ELECTRIC HEATER	197.33
180388	P.D. IMPOUND	111.42
180443	MEETING FOOD	153.32
180491	CS OFFICE REPAIRS	59.91
180515	CUSTOMER SERVICE BLINDS	932.97
180524	REPAIR SINK IN P.D.	102.86
180635	CUSTODIAL SUPPLIES	299.00
180636	SALLY PORT MECH. ROOM LED'S	87.17
	VENDOR TOTAL:	**3,139.57**
	DIVISION TOTAL:	**3,139.57**
50-PUBLIC WORKS ADMIN		
66666-MISC P-CARD VENDOR		
180400	LABEL TAPE FOR PUBLIC WORKS AND BINDER/FOLIO FOR F	85.06
	VENDOR TOTAL:	**85.06**
	DIVISION TOTAL:	**85.06**
51-PARKS		
66666-MISC P-CARD VENDOR		
180242	SPLASH PAD BACKFLOW WATER METER REGISTER	600.00
180261	FISH POND IRRIGATION SYSTEM REPAIR PARTS	70.21
180286	FACE SHIELDS FOR HYDROVACING	82.32
180287	IRRIGATION PVC NIPPLE REMOVAL TOOLS	33.92
180289	TOOLS TO REMOVE BROKEN FITTINGS	58.30
180304	SPRINKLER HEADS DALBEY PARK	223.70
180305	REPAIR PARTS IRRIGATION DALBY PARK	6.90

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
180309	PAINT BRUSH / VACUUM FOR ECSC	146.46
180325	PH INCREASER FOR SPLASH PAD	7.99
180339	CALL LOG	13.69
180340	SAFETY BOOTS JANIE	200.00
180344	IRRIGATION REPAIR PARTS LITTLE LEAGUE FIELD 6	8.52
180345	REPAIR PARTS IRRIGATION SYSTEM DALBEY PARK	22.34
180367	SUTHERLAND PARK REPAIR PIPE	12.90
180380	SUTHERLAND PARK REPAIR	25.81
180381	RUBBER CEMENT	13.18
180397	NOZZLE FOR VAC TRAILER	114.57
180399	SUTHERLAND PARK REPAIR COUPLING	3.08
180414	ECSC SOFTBALL REPAIR PIPE/ SWING JOINT	26.66
180421	METAL PIECE TO HANG SIGNS OFF FENCE	39.98
180426	CITY PARK IRRIGATION REPAIR PARTS ZONE 10	63.71
180427	FISH POND PVC PIPE	15.20
180444	PUMP REPAIR MATERIALS	11.26
180445	CONCRETE FOR MCMANN SIGNS	16.74
180468	EXTRA KEYS FOR DALBEY SHOP	7.98
180474	FISH PON IRRIGATION REPAIR	81.85
180483	SAFETY GOGGLES DALBEY	15.14
180495	RECIEVER HITCHES FOR RENTAL AIR COMPRESSORS FOR IR	97.98
180496	TOOLS	19.99
180505	DALBEY SHOP	16.91
180529	REPAIRS TO DALBEY SHOP SIDING REPAIRS	32.31
180552	MATERIAL TO REPAIR PANEL @ SIERRA GLENN PARK	2.50
180572	LEGION BALL FEILDS REPAIR	17.90
180579	HEAVY DUTY PUSH BROOM FOR WORKING LIPS ON LL FIELD	29.99
180597	ROCKPILE MUSEUM REPAIR	9.90
180639	BLOWOUT FITTINGS FOR IRRIGATION	20.95

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
180644	ISA TRAINING CEU FOR ARBORIST CERTIFICATION	250.00
180662	REPLACEMENT BATTERIES FOR POWER TOOLS ON UNIT #70	169.00
180663	MATERIAL TO REPAIR ELECTRICITY TO SHELTER AND LIGH	29.34
	VENDOR TOTAL:	**2,619.18**
	DIVISION TOTAL:	**2,619.18**
53-FORESTRY		
66666-MISC P-CARD VENDOR		
180240	SHOVEL HANGERS FOR SHED	42.91
180254	SHOVEL HANGER FOR SHED	7.92
180255	SHOVEL HANGER FOR SHED	39.92
180297	CHARGED TO WRONG CREDIT CARD	875.00
180387	DRAIN HOSE FOR WATER TRUCK	89.79
180446	REFUND BACK TO CARD- CHARGED ON WRONG CARD	-875.00
180486	HARD HAT	109.00
180487	SAFTEY LANYARD	166.00
180488	DIESEL FOR SALUTING BRANCHES TRIP UNIT 150102	27.68
180551	MASKING TAPE TO LABEL ITEMS IN SHED/ SHELVES	11.94
180626	CLIP BOARD	9.99
	VENDOR TOTAL:	**505.15**
	DIVISION TOTAL:	**505.15**
54-STREETS		
66666-MISC P-CARD VENDOR		
180252	SAFETY BOOTS FOR CHRIS WILSON	157.49
180253	MUCK BOOTS FOR CORBAN	152.99
180318	SNOW/ ICE CONFERENCE	300.00
180319	SNOW/ ICE CONFERENCE FOR CHRIS WILSON	325.00
180320	SNOW/ ICE CONFERENCE SCOTT OSTLUND	300.00
180323	SNOW/ ICE CONFERENCE	300.00
180329	2024 WESTERN SNOW / ICE CONFERENCE	300.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
66666-MISC P-CARD VENDOR		
180330	SNOW/ ICE CONFERENCE	300.00
180352	SNOW/ ICE CONFERENCE	300.00
180605	TRAVEL FOOD	19.49
180606	TRAVEL FOOD	23.05
180607	TRAVEL FOOD	9.65
180608	TRAVEL FOOD	33.59
180609	TRAVEL FOOD FOR CHRIS WILSON	24.34
180610	TRAVEL FOOD	25.75
180611	TRAVEL FOOD FOR CHRIS WILSON	30.90
180612	TRAVEL FOOD	13.25
180613	TRAVEL FOOD FOR CHRIS WILSON	11.31
180617	TRAVEL FOOD	45.61
180618	TRAVEL FOOD	26.70
180619	TRAVEL FOOD	9.59
180623	TRAVEL FOOD EXPENSES	39.90
180624	TRAVEL FOOD EXPENSES	41.99
180625	TRAVEL FOOD EXPENSES	11.59
180629	TRAVEL FOOD	20.98
180630	TRAVEL FOOD	41.95
180631	TRAVEL FOOD	9.65
180632	TRAVEL FOOD	22.19
180633	TRAVEL FOOD	31.60
180634	TRAVEL FOOD	9.59
	VENDOR TOTAL:	**2,938.15**
	DIVISION TOTAL:	**2,938.15**
	DEPARTMENT TOTAL:	**9,287.11**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
180249	MEAL-STORM CON - CLARK	38.09
180270	MEAL - STORM CON - CLARK	17.25
180271	UBER-STORM CON - CLARK	45.97
180272	MEAL-STORM CON - CLARK	10.42
180292	MOTEL - STORM CON - CLARK	399.57
180332	SAFETY SUPPLIES - OFFICE SUPPLIES	91.95
180375	MEAL - APWA CONFERENCE - JOE	96.94
180384	MEAL - APWA CONFERENCE - JOE	11.26
180401	MEAL - APWA CONFERENCE - JOE	177.51
180411	ASCE MEMBER RENEWAL - JOE SCHOEN	296.00
180417	MEAL - APWA CONFERENCE - JOE	25.72
180418	HOTEL FEE - APWA CONFERENCE - JOE	50.00
180592	WYT2 LPA CLASS - TOBY	100.00
	VENDOR TOTAL:	**1,360.68**
	DIVISION TOTAL:	**1,360.68**
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
180263	WWW.USACCESSINSTITUTE - EXISTING BUILDINGS & ICC A	150.00
180291	INT'L CODE COUNCIL INC - MEMBERSHIP RENEWAL	170.00
	VENDOR TOTAL:	**320.00**
	DIVISION TOTAL:	**320.00**
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
180307	SIGN SUPPLIES - SLIDE HAMMER PULLER	99.99
180321	POWER TOOL BATTERY, GLOVES	309.96
180385	SIGN SUPPLIES-DRILL BITS, QUIKRETE SAND	48.82
180616	COMPRESSED AIR-REACTIVE SIGN SUPPLIES	15.96
180654	SPRAY ADHESIVE - GEOCACHING SIGNS	25.96

Expenditure Approval Report
Check Approval Date of 09/30/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
180655	SOCKET AND LEVEL - REACTIVE SIGNS	10.44
	VENDOR TOTAL:	**511.13**
	DIVISION TOTAL:	**511.13**
	DEPARTMENT TOTAL:	**2,191.81**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
180256	WAMCAT DUES-SEANNA	75.00
180310	POSTAGE	500.00
180462	NEMCIA TRAINING (DEPUTY CLERK)	60.00
180471	STAMPS.COM STMNT 08.17.24-09.17.24	48.74
180567	POSTAGE	500.00
	VENDOR TOTAL:	**1,183.74**
	DIVISION TOTAL:	**1,183.74**
32-JUDICIAL		
66666-MISC P-CARD VENDOR		
180316	OFFICE SUPPLIES: COFFEE MAKER	49.98
180554	OFFICE SUPPLIES: FILE PRONG FASTENERS	36.96
	VENDOR TOTAL:	**86.94**
	DIVISION TOTAL:	**86.94**
65-PUBLIC AFFAIRS ADMINISTRATION		
66666-MISC P-CARD VENDOR		
180603	OFFICE SUPPLIES: NOTEBOOKS	24.97
	VENDOR TOTAL:	**24.97**
	DIVISION TOTAL:	**24.97**
	DEPARTMENT TOTAL:	**1,295.65**
	FUND TOTAL:	**33,953.86**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
66666-MISC P-CARD VENDOR		
180290	GRILL FOR NORTHWEST PARK & COLLINS HEIGHTS	670.20
180393	WWTF - CAMPLEX LS UPGRADE GUTTERS	2.39
180394	WWTF - CAMPLEX LS UPGRADE GUTTERS	600.50
180586	REPLACEMENT BOLT FOR UNIT #135	2.28
180600	AMZN Mktp US*558X78D53 SWITCHES FOR WIRELESS RADIO	93.26
180621	PARTS FOR GURLEY PARK PANTRY	4.28
180646	AMZN Mktp US*5S72R68D3 WIRELESS RADIOS FOR TRAFFIC	474.99
180647	AMZN Mktp US REFUND FOR RADIO SWITCHES	-93.26
	VENDOR TOTAL:	**1,754.64**
	DIVISION TOTAL:	**1,754.64**
	DEPARTMENT TOTAL:	**1,754.64**
	FUND TOTAL:	**1,754.64**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
180453	MONTHLY SERVICE CHARGE (AUGUST 15 - SEPT 15, 2024)	37.49
	VENDOR TOTAL:	**37.49**
	DIVISION TOTAL:	**37.49**
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
180373	UNITED - Luggage Charge - Geograph UC	40.00
180382	Dinner - Trond & Peg - Geograph UC	30.72
180383	Dinner - Trond & Peg - Geograph UC	46.80
180415	Dinner - Trond & Peg - Geograph UC	55.24
180416	UNITED - Luggage Charge - Geograph UC	40.00
180431	Hotel - Peg - Geograph UC	675.82
180432	Lunch - Trond & Peg - Geograph UC	59.48
180581	11x17 POLY REPORT COVERS	35.90
	VENDOR TOTAL:	**983.96**
	DIVISION TOTAL:	**983.96**
76-SCADA		
66666-MISC P-CARD VENDOR		
180377	UBER (GEOGRAPH USERS CONF)	94.01
180395	BREAKFAST ON 9.9.24/PEG & TRON (GEOGRAPH USERS CON	44.06
180424	UBER (GEOGRAPH USERS CONFERENCE)	46.76
180442	HOTEL (GEOGRAPH USERS CONF)	679.00
180455	DINNER ON 09.12.24/PEG & TRON (GEOGRAPH USERS CONF	39.47
180657	THE HOME DEPOT #6005 - FIBER VAULT SUPPLIES - SPID	20.91
	VENDOR TOTAL:	**924.21**
	DIVISION TOTAL:	**924.21**
	DEPARTMENT TOTAL:	**1,945.66**
	FUND TOTAL:	**1,945.66**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
180241	HEADLINER FOR UNIT #231/BOOT LACES	52.98
180246	REPLACE BROKEN KEYS & TRIFLOW LUBE	88.50
180259	WATER - SOFT 12 IT CABINET UPGRADE	542.64
180276	TEST LEADS	104.99
180277	OPEN MESH CLOTH	52.75
180359	TRUCK STOCK TOOLS	108.87
180369	CDL TEST	87.76
180403	AIRFARE TO CHICAGO, IL	405.53
180405	THE HOME DEPOT #6005 - PS1 SODIUM HYPOCHLORITE MOT	85.65
180429	CDL/DAHLTON TARNO	58.25
180435	LOGO SETUP FEE	29.00
180437	THE HOME DEPOT #6005 - PRDF SODIUM HYPOCHLORITE MO	96.80
180438	BORDER STATES INDUSTRIES - PRDF SODIUM HYPOCHLORIT	484.58
180452	WORK BOOTS	199.99
180476	GRASS SEED TRASH CAN	24.99
180484	CHAINS FOR MINI TRAILER	81.92
180489	SAFETY BOOTS	200.00
180508	PARTS FOR CRACK SEALING TRAILER	149.92
180509	ROCKY MOUNTAIN APWA ANNUAL DUES	248.00
180530	TRUCK TOOLS	59.96
180532	AIRFARE/CANCELLED TRIP (REFUND)	-405.53
180533	OFFICE SUPPLIES	6.99
180553	PENETRATING OIL/DRY LUBE FOR TOOLS	28.01
180559	SPRINKLER HEAD FOR 301 VILLA COURT	5.95
180561	TIE DOWN STRAPS FOR COMPRESSOR/CRACK SEALING TRAIL	252.88
180573	LEVEL 2 DISTRIBUTION TEST	106.00
180582	PARTS FOR CRACK SEALING TRAILER	62.39
180588	MAIN BREAK PARTS - EL CAMINO & E 6TH	438.13
180589	TRENCHING & SHORING CLASS/DALTON TARNO	135.00

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
180599	CRACK SEALING HARDWARE	20.31
180627	TRUCK STOCK UNIT #227	46.91
180628	MAIN REPAIR CONCRETE	330.24
180642	CRACK SEALING E TRACK	86.02
180643	PLUGS FOR CRACK SEALING NOZZLE	3.23
180652	METER YOKE CAP	12.33
180656	OFFICE SUPPLIES	75.83
180660	PTO PIN	2.29
180661	SPRAYER FOR CONCRETE SEALER	27.97
	VENDOR TOTAL:	**4,398.03**
2038-POWDER RIVER POWER		
180507	PARTS FOR CRACK SEALING TRAILER	10.03
	VENDOR TOTAL:	**10.03**
	DIVISION TOTAL:	**4,408.06**
	DEPARTMENT TOTAL:	**4,408.06**
	FUND TOTAL:	**4,408.06**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
66666-MISC P-CARD VENDOR		
180265	ENERGY SUB AC BREAKER	31.78
180285	VALVES FOR NITROGEN BOTTLES	280.00
180295	DEWALT POWER WASHER/TOOLS	118.99
180308	HINGES FOR TRANSFORMER DOOR	16.61
180335	FIRST AID SAFETY	33.96
180337	OLD SHOP HEATER	147.00
180338	TRUCK SHOVELS	83.94
180408	F.R. WORK PANTS	574.95
180478	DIE SET FOR CRIMPING TOOLS	1,032.37
180499	TRUCK TOOLS/UNIT #19	59.91
180500	DISTRIBUTION MATERIAL	367.38
180501	EPOXY FOR TRANSFORMERS	145.35
180545	TERMINALS FOR XMAS TIMERS	10.79
	VENDOR TOTAL:	**2,903.03**
	DIVISION TOTAL:	**2,903.03**
	DEPARTMENT TOTAL:	**2,903.03**
	FUND TOTAL:	**2,903.03**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
180245	3/8" TAP-CONS	24.67
180264	WIRE TIES FOR GRIT GRINDERS	206.41
180273	POWER WASHER TOOL/CLEANER & HOSE PARTS	383.00
180274	PUMP OIL (201)	5.22
180275	P CLARIFIER COUPLER	464.65
180282	MUFFLERS FOR VACUUM SYSTEM	140.98
180283	VACUUM REBUILD KIT	677.98
180294	WALL HYDRANT KEYS FOR WWTP	14.15
180299	WW - HEADWORKS	129.26
180300	3 HOLE PUNCH FOR WWTP (OFFICE)	45.79
180301	ELECTRIC 2-HOLE PUNCH/HYDRAULIC JACK HANDLE REPLAC	61.66
180302	POWER VOLTAGE RELAY	172.15
180306	M3 COUPLERS RETURN/ORDERED WRONG SIZE	-585.08
180351	TOOLS/SUPPLIES	100.32
180368	WW - B700 PLC UPGRADE	393.10
180370	PARTS TO RELOCATE BRETTS QUICK PANEL	106.33
180402	PIPE TAPS	59.99
180404	BURN GEL FOR FIRST AID KITS	11.32
180406	SPARE PARTS	201.03
180407	SPARE PARTS	16.33
180412	WWTF - RAIL ROAD LS RADIO UPGRADE	29.87
180419	FACESHIELD COVER REPLACEMENTS FOR WWTP	63.74
180420	O-RINGS FOR WWTP	18.98
180422	FIRE HOSE FOR CLEANING	207.10
180434	RULES TRAINING	31.40
180439	PRESSURE WASHER PARTS FOR SUPPLIES FOR CLEANING	383.62
180463	WWTF - GRIT GRINDER PHASE MONITOR REPLACEMENT	-172.15
180466	COURSE PACKAGE FOR COLLECTION HOURS	208.00
180469	LEVEL 1 WW TREATMENT PLANT TEST	106.00

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
180470	PARTS	201.03
180473	SCREWS FOR CAMERA LIFT	61.22
180477	ELECTRIC 2-HOLE & ELECTRIC 3-HOLE PUNCH (BRANDON'S	99.17
180490	SUPPLIES (SQUEEGES)	129.80
180493	BATTERY FOR RATCHET	129.00
180494	SPOT LIGHT FOR TV VAN & RATCHET FOR COLLECTION	298.00
180506	MASK FILTERS	44.59
180510	CAULKING/2024 SURFACE REPAIRS	127.92
180516	CAST IRON DRAIN STRAINERS	763.10
180519	B&H PHOTO 800-606-6969 LARGE DISPLAYS	1,240.34
180522	OFFICE NAME PLATE	45.49
180531	FC CLEANING SUPPLIES	150.74
180534	BUILT MOUNT FOR LIGHT ON TV VAN	6.04
180535	COLLECTION SUPERVISOR OFFICE SUPPLIES	132.55
180536	OFFICE SUPPLIES (BRETT'S OFFICE)	63.44
180544	SEAL FILTERS	537.20
180550	B&H PHOTO 800-606-6969 IPADS AND CASES FOR WASTEWA	1,977.98
180557	BRASS WIRE BRUSHES	62.91
180560	PARTS AND CONDUIT FOR NEW HEATER INSTALL	694.45
180562	GRAINGER - MODY RELAY SUPPLIES - SPIRAL CABLE WRAP	66.88
180574	WIRE FOR NEW HEATER	211.59
180580	PLATE ASSEMBLY FOR M201	315.91
180584	GAS CAPITOL RECTIFIER SCHOOL (DINNER ON 9.23.24)	36.40
180585	GAS CAPITOL RECTIFIER SCHOOL (LUNCH ON 9.23.24)	17.28
180593	WM SUPERCENTER #1485 LARGE DISPLAY FOR WWTF OFFICE	348.00
180594	ACCOUNT # RUBBER STAMP	59.29
180598	PARTS FOR NEW HEATER	15.34
180614	SHIPPING FOR BACKFLOW GUAGE	11.75
180620	GAS CAPITOL RECTIFIER SCHOOL (DINNER ON 9.25.24)	33.91

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
180641	PEN LIGHT	25.76
180658	GAS CAPITOL RECTIFIER SCHOOL (BREAKFAST ON 9.26.24	13.25
	VENDOR TOTAL:	**11,426.15**
1697-NORTHWEST SCIENTIFIC INC		
180464	LAB DIPPERS	186.32
180575	LAB SUPPLIES	177.25
180576	LAB SUPPLIES	401.16
	VENDOR TOTAL:	**764.73**
	DIVISION TOTAL:	**12,190.88**
	DEPARTMENT TOTAL:	**12,190.88**
	FUND TOTAL:	**12,190.88**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
66666-MISC P-CARD VENDOR		
180331	WASH BAY PIPE REPAIRS	4.02
180353	REPLACE PARKS WATER SHED DOOR	59.99
180357	REPLACE PARTS WATERSHED DOOR	37.21
180358	REPLACE PARTS WATER SHED DOOR	265.00
180513	ECSC PM'S REPAIRS	52.62
180514	ECSC REPAIRS PM'S	15.18
180537	REPAIR CHAIR WHEELS CW	41.98
180570	ECSC REPAIRS PM'S	13.02
	VENDOR TOTAL:	**489.02**
	DIVISION TOTAL:	**489.02**
	DEPARTMENT TOTAL:	**489.02**
	FUND TOTAL:	**489.02**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
66666-MISC P-CARD VENDOR		
180590	WM SUPERCENTER #1485 - BAGGIES FOR WHSE INVENTORY	8.84
	VENDOR TOTAL:	**8.84**
	DIVISION TOTAL:	**8.84**
	DEPARTMENT TOTAL:	**8.84**
	FUND TOTAL:	**8.84**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
180243	CABLE MAKER TAPE	102.07
180257	PARTS FOR WEED EATERS	99.91
180262	PARTS FOR 99 DUMP TRUCK	28.99
180278	PARTS FOR WEED EATERS	25.98
180288	TOOL BOX LIGHTS FOR 188	17.99
180311	ALIGNMENT FOR 190450	100.00
180317	LUNCH FOR JIM, SARAH, BRAXTON TAKING 150200 & 116	68.41
180346	BUC-EE'S #60 - FUEL PD 59	40.20
180347	MAVERIK #391 - FUEL PD 59	33.55
180398	CARBORATOR FOR WATER PUMP	30.98
180436	PUSH BEHIND WEED EATER WHEELS	49.38
180461	STEERING WHEEL COVER FOR 44	22.58
180578	FUEL FOR WASTE WATER TO KANSAS	53.94
180601	FUEL FOR 200068 LOVELAND TRIP STREETS	31.89
180602	FUEL FOR 200215 LOVELAND TRIP	36.94
180649	FUEL FOR 230224 WASTE WATER TO KANSAS	57.53
180650	SHELL OIL 57446511305 - FUEL PD 14	25.00
180651	LOVE'S #0220 OUTSIDE - FUEL PD 14	42.00
	VENDOR TOTAL:	**867.34**
	DIVISION TOTAL:	**867.34**
37-VEHICLE REPLACEMENT		
66666-MISC P-CARD VENDOR		
180640	AMZN Mktp US*R48IU8B33 PD PATROL PRINTERS	758.30
	VENDOR TOTAL:	**758.30**
	DIVISION TOTAL:	**758.30**
	DEPARTMENT TOTAL:	**1,625.64**
	FUND TOTAL:	**1,625.64**

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Check Approval Date of 09/30/2024

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
66666-MISC P-CARD VENDOR		
180640	AMZN Mktp US*R48IU8B33 PD PATROL PRINTERS	379.15
180653	SUPPLIES 501 FENCE REPAIR	12.69
	VENDOR TOTAL:	**391.84**
	DIVISION TOTAL:	**391.84**
	DEPARTMENT TOTAL:	**391.84**
	FUND TOTAL:	**391.84**
	GRAND TOTAL:	**59,671.47**

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

A Proclamation Designating November 4-11, 2024 as *Green Light for Veterans Week.*

~ CARE Board

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

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Proclamation

Proclamation

WHEREAS, the residents of the City of Gillette have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the City of Gillette seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the City of Gillette appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; and

NOW THEREFORE, I, Shay Lundvall, Mayor of Gillette do proclaim November 4th through November 11th, 2024 as

Green Light for Veterans Week

as time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, in observance of Operation Green Light, the City of Gillette encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Signed this 5th day of November, 2024

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

A Proclamation Designating November 29, 2024 as *Plaid Friday and November 30, 2024 as Small Business Saturday.*

~ Gillette Main Street Executive Director Jessica Seders

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download
Proclamation

PROCLAMATION

WHEREAS, purchasing holiday gifts and shopping year-round with locally-owned businesses supports the economic health and resilience of the community; and

WHEREAS, shopping locally supports our neighbors, friends and family members employed by local businesses; and

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and

WHEREAS, just like the individual, the individual threads are weak on their own but are strong together, so is our community. Together supporting one another while celebrating our uniqueness we are interwoven and strong; and

WHEREAS, Plaid Friday in place of the Black Friday shopping strives to bring back the days when shopping with friends and family during the holiday season was a pleasurable activity; and

WHEREAS, Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving; and

WHEREAS, Plaid Friday and Small Business Saturday celebrate and support small businesses and all they do for Gillette.

WHEREAS, we encourage citizens to consider shopping our small merchants on Plaid Friday and Small Business Saturday as a way to boost the local economy and strengthen our small business community.

WHEREAS, the City of Gillette, Wyoming supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, in the State of Wyoming, do hereby proclaim

November 29, 2024 as ***Plaid Friday*** and
November 30, 2024 as ***Small Business Saturday***

and encourage our residents to recognize and support small businesses within our community by shopping these establishments on the Friday and Saturday following Thanksgiving.

Dated this 5th day of November 2024

_____ _____

Shay Lundvall, Mayor Alicia Allen, City Clerk (Attest)

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Things to Know Video for November 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Street Closure on the Front Half of 3rd Street Plaza, and Closure of City Parking Lot B for VIP Seating and Parking, on December 7, 2024 from 2:30 p.m. to 8:00 p.m., Requested by Gillette Main Street.

BACKGROUND:

A Parade Permit was approved by City Council for the Parade of Lights on June 3, 2024. Gillette Main Street has now submitted a request to close a portion of 3rd Street Plaza, and City-owned Parking Lot B (behind the old Post Office), to offer VIP parking and seating for the parade. Their written request is attached.

The applicant has requested 4 rollouts and as many barricades as it would take to block across the alleyway on 3rd Street Plaza and the entry areas into Parking Lot B.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve a Street Closure on the Front Half of 3rd Street Plaza, and Closure of City Parking Lot B for VIP Seating and Parking, on December 7, 2024 from 2:30 p.m. to 8:00 p.m., Requested by Gillette Main Street.

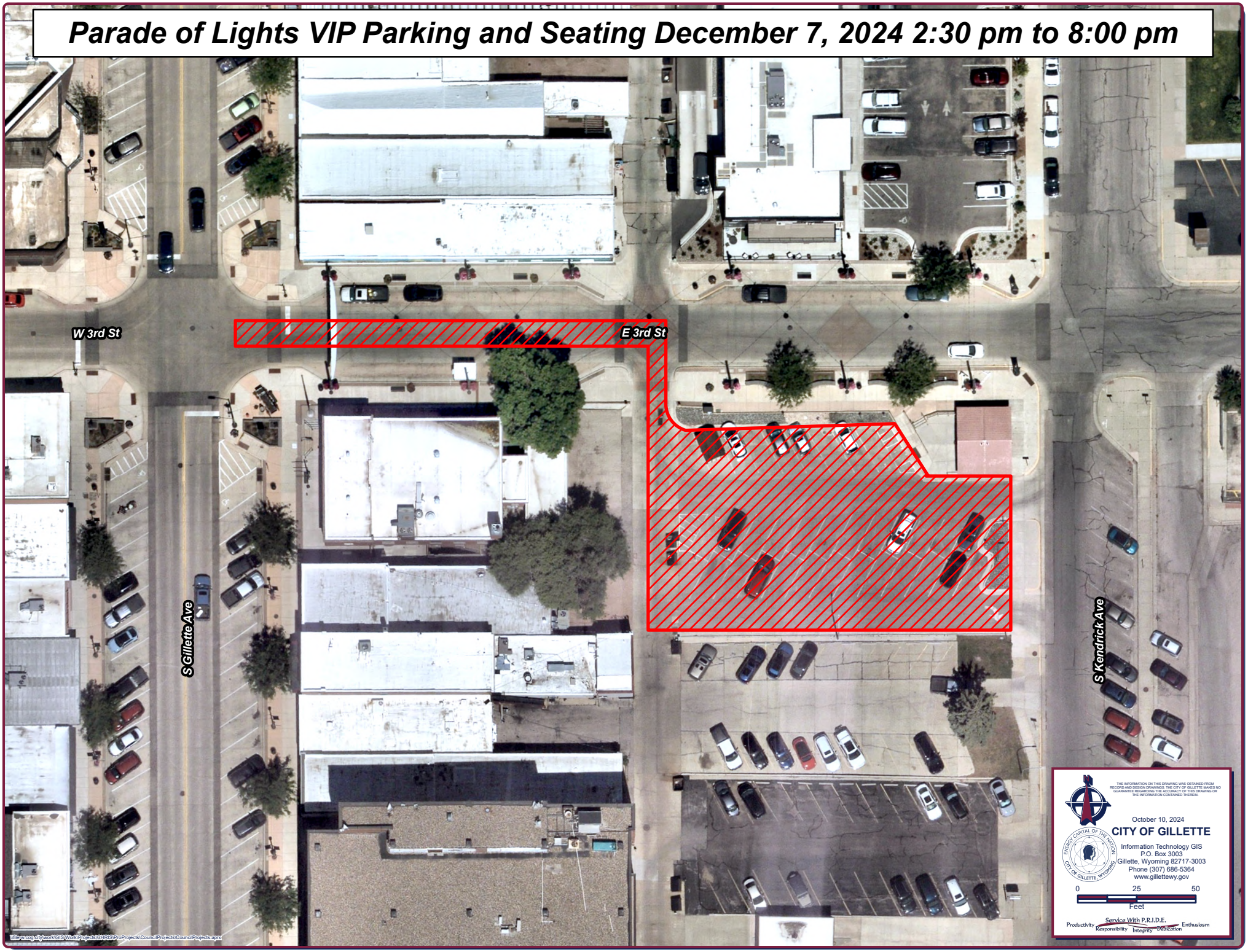
STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
MAP
GMS Written Request

Parade of Lights VIP Parking and Seating December 7, 2024 2:30 pm to 8:00 pm



Alicia Allen <aliciaa@gillettewy.gov>

Parade of Lights Parking Lot Closure

Gillette Main Street <gillettemainstreet@gmail.com> Thu, Oct 10, 2024 at 12:52 PM
To: Alicia Allen <aliciaa@gillettewy.gov>
Cc: Susie Grant <susie@visitgillettewright.com>

Hi Alicia,
GMS is looking to close the front half of 3rd Street Plaza and the City parking lot behind the old Post Office for the Parade of Lights on Dec 7.

We would like to shut down the front half of 3rd Street Plaza and the parking lot behind the old Post Office starting at 2:30pm, as soon as the ABATE Parade ends. We will be placing the stage that we used from Powder River Construction (the same we used for Downtown Thursday Nights and Brews & Cruise) as VIP seating. The stage will go across the front half of 3rd Street Plaza that touches Gillette Ave. We would like to offer VIP parking in the City's parking lot behind the old Post Office, also starting at 2pm. We have closed the parking lot in years past for the Boo-Fest that also took place on Saturdays. Both closures would end when the Parade of Lights ends which should be around 8pm at the latest.

We will plan on attending the City Council meeting on Nov 5 to answer any questions.

We would also like to check on our request to close the front half of 3rd Street Plaza (touching Gillette Ave) for the Trick-or-Treat Main Street on Oct 31 for community Truck-or-Treat as part of our event. Thank you!

Jessica Seders, MBA
EXECUTIVE DIRECTOR/CEO
GILLETTE MAIN STREET
VISIT GILLETTE-WRIGHT
314 S GILLETTE AVENUE
GILLETTE, WY 82716
307-686-0040
FOLLOW US ON FACEBOOK
WWW.GILLETTEMAINSTREET.US

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Closure of Burlington Lake Parking Lot on November 9, 2024, from 8:00 a.m. to 12:00 p.m. for a Girls On The Run 5K, Requested by the Boys and Girls Club of Campbell County.

BACKGROUND:

The Boys and Girls Club of Campbell County is hosting a 5K run for their group, "Girls on the Run." They have requested this parking lot to be closed for pre and post-race staging. They have requested barricades at the entrance of the parking lot.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the Closure of Burlington Lake Parking Lot on November 9, 2024, from 8:00 a.m. to 12:00 p.m. for a Girls on the Run 5K, Requested by the Boys and Girls Club.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
MAP
5K Route

Girls on the Run 5K November 9, 2024 8:00 am to 12:00 pm

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

October 10, 2024

CITY OF GILLETTE

Information Technology GIS
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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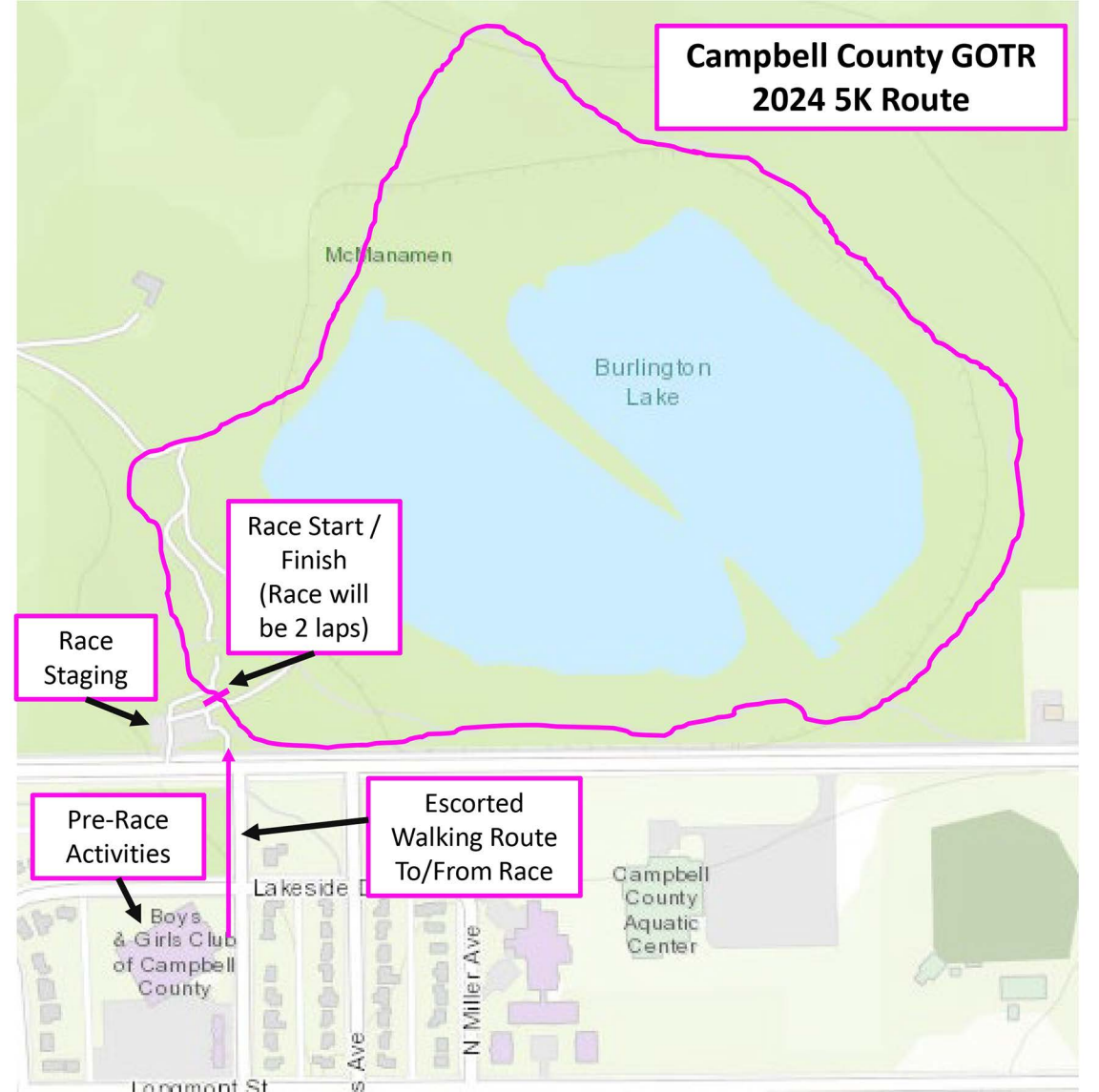
Campbell County GOTR
2024 5K Route
McManamen
Burlington
Lake
Race Start /
Finish
(Race will
be 2 laps)
Race
Staging
Pre-Race
Activities
Escorted
Walking Route
To/From Race
Lakeside
Boys
& Girls Club
of Campbell
County
Campbell
County
Aquatic
Center
N Miller Ave
Longmont St

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Bid to Fremont Motors Riverton, Wyoming in the amount of $47,617 for their bid on One (1) NEW 2025 – 3/4 TON 4WD Long Wheelbase Extended Cab Pickups

BACKGROUND:

This is a non-scheduled replacement for unit 200212 as a result of an accident. This unit is a Pool Rental Vehicle belonging to Vehicle Maintenance and will be funded by the Insurance Fund under Project # 25VM27. Additional funds will be required for the City of Gillette Decals and upfit requirements as needed.

ACTUAL COST VS. BUDGET:

Unit 200212 was not budgeted. Actual cost of replacement is $47,617.

SUGGESTED MOTION:

I move for approval to award the bid to Fremont Motors Riverton, Wyoming in the amount of $47,617 for their bid on One (1) NEW 2025 – 3/4 TON 4WD Long Wheelbase Extended Cab Pickups

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

Click to download
Memo

CITY OF GILLETTE
www.gillettewy.gov

TO: Mayor and City Council

FROM: Sawley Wilde, Public Works Director

DATE: August 7, 2024

SUBJECT: Council Consideration for One (1) NEW 2025 – 3/4 TON 4WD Long Wheelbase Extended Cab Pickups

Recommendation:

Council Consideration for the Acceptance of the bid to Fremont Motors Riverton, Wyoming in the amount of $47,617 for their bid on One (1) NEW 2025 – 3/4 TON 4WD Long Wheelbase Extended Cab Pickups

Bidder	Make/Model	Bid Price	Notes
Fremont Motors, Riverton, Wyoming	One (1) NEW 2025- ¾ TON 4WD Chevrolet Silverado 2500 HD Long Wheelbase Double Cab Pickup	$47,617	Recommend – No Exceptions
Greiner Ford, Casper, WY	One (1) NEW 2025 3/4 TON 4WD F250 Long Wheelbase Extended Cab Pickup	$48,771	No Exceptions
Ken Garff Motors, Cheyenne, WY	One (1) NEW 2025 3/4 TON 4WD F250 Long Wheelbase Extended Cab Pickup	$49,570	No Exceptions

Account Number	Budgeted Amount	Amount Charged to Account	Balance
702-25-38-419-92-49206	$0	$47,617	-$47,617

Background

This is a non-scheduled replacement for unit 200212 as a result of an accident. This unit is a Pool Rental Vehicle belonging to Vehicle Maintenance and will be funded by the Insurance Fund under Project # 25VM27. Additional funds will be required for the City of Gillette Decals and upfit requirements as needed.

JW/jw

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Bid to Altec Industries, Birmingham, AL in the amount of $185,831 for One (1) new Altec AT40-G telescoping aerial device mounted on a 2026 extended cab and chassis.

BACKGROUND:

One (1) NEW Turnkey Altec AT40-G Telescoping articulating Aerial device with ISO-Boom mounted on appropriate 2026 Extended Cab and Chassis with Correct Cab to Axle measurements and Adequate Gross Vehicle Weight Rating (GVWR)

This is a scheduled replacement for unit 80 on Project #25VM03. This unit is a Pool Rental Vehicle belonging to Vehicle Maintenance; However, the new unit will be assigned to the Power Division and their oldest Bucket Truck will be reassigned to Vehicle Maintenance as a Pool Vehicle and unit 80 will be sold at auction. Some of the remaining funds will be used for City of Gillette Decals and upfit requirements as needed.

ACTUAL COST VS. BUDGET:

Amount budgeted for this item was $300,245. The actual cost of the item is $185,831. A difference of $114,414.

SUGGESTED MOTION:

I move for approval to award the bid to Altec Industries, Birmingham, Alabama in the amount of $185,831.00 for their bid on One (1) NEW Turnkey Altec AT40-G Telescoping articulating Aerial device with ISO-Boom mounted on appropriate 2026 Extended Cab and Chassis with Correct Cab to Axle measurements and Adequate Gross Vehicle Weight Rating (GVWR)

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

Click to download
Memo

CITY OF GILLETTE
www.gillettewy.gov

TO: Mayor and City Council

FROM: Sawley Wilde, Public Works Director

DATE: August 7, 2024

SUBJECT: Council Consideration for One (1) NEW Turnkey Altec AT40-G Telescoping articulating Aerial device with ISO-Boom mounted on appropriate 2026 Extended Cab and Chassis with Correct Cab to Axle measurements and Adequate Gross Vehicle Weight Rating (GVWR)

Recommendation:

Council Consideration for the Acceptance of bid to Altec Industries, Birmingham, Alabama in the amount of $185,831.00 for their bid on One (1) NEW Turnkey Altec AT40-G Telescoping articulating Aerial device with ISO-Boom mounted on appropriate 2026 Extended Cab and Chassis with Correct Cab to Axle measurements and Adequate Gross Vehicle Weight Rating (GVWR)

Bidder	Make/Model	Bid Price	Notes
ALTEC Industries, Birmingham, Alabama	Altec AT40-G Telescoping articulating Aeriel device with ISO- Boom mounted on Ford F550 Extended Cab and Chassis with 84" Cab to Axle measurements and 19,500 Gross Vehicle Weight Rating (GVWR)	$185,831	Recommend- No Exceptions
No Other Bids			

Account Number	Budgeted Amount	Amount Charged to Account	Balance
604-50-37-419-70-47610	$300,245	$185,831	$114,414

Background

This is a scheduled replacement for unit 80 on Project #25VM03. This unit is a Pool Rental Vehicle belonging to Vehicle Maintenance; However, the new unit will be assigned to the Power Division and their oldest Bucket Truck will be reassigned to Vehicle Maintenance as a Pool Vehicle and unit 80 will be sold at auction. Some of the remaining funds will be used for City of Gillette Decals and upfit requirements as needed.

JW/jw

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for the Design and Bidding of the Hidden Valley Sanitary Sewer Improvements with KLJ Engineering, LLC, in the Amount of $80,550.00. (1% Project)

BACKGROUND:

The Hidden Valley Sanitary Sewer Improvements project relates to the repair or replacement of various sections of Sanitary Sewer Collector Main under Hidden Valley Road in the Hidden Valley Subdivision largely west of the Dade Road intersection. (see reference map).

WHEN CONSTRUCTED: The PVC Sewer Main sections to be repaired or replaced were installed in 1986 and 1987.

WHY NEEDED: Repair and replacement of these sections are identified by the Wastewater Division Collection staff as being a high priority. These sections are badly sagged, cracked, have root intrusions or a combination thereof.

SCHEDULE: Design efforts are anticipated to begin immediately upon approval of the agreement with initial survey and geotechnical investigations. Completed design and bidding are anticipated to be in early summer 2025 which would allow for construction to potentially begin in fall of 2025.

ACTUAL COST VS. BUDGET:

The cost for the design and dibbing for this project is $80,550.00. This project is fully funded from the 1% Optional Sales Tax Fund which allocated $150,000 in FY2025.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for the Design and Bidding of the Hidden Valley Sanitary Sewer Improvements with KLJ Engineering, LLC, in the Amount of $80,550.00. (1% Project)

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
25EN21-Agreement

25EN21-Reference Map

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Agreement Between Owner and Engineer for Hidden Valley—Sanitary Sewer Improvements Design and Bidding (25EN21)

Owner
City of Gillette
201 E. 5th Street
Gillette, WY 82716

Engineer
KLJ Engineering LLC
400 E Broadway Ave. #600
Bismark, ND 58501

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 5, 2024 ("Effective Date") between

City of Gillette, Wyoming ("Owner") and

KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Hidden Valley – Sanitary Sewer Improvements – 25EN21

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Survey, Design and Bidding Services, see Exhibit A - Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in 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:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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3. 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:* Payment shall be made upon submission of invoice pursuant to WYO. STAT. § 16-6-602. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Agreement.

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. *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. After a disputed item has been settled, Engineer shall

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include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

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 *Reserved*

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.

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:*

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1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. 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.

3. 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.

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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

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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;; and (3) 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, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall 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.

C. All insurance policies required by this Agreement, except workers' compensation, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

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D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.

E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.

F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.

G. At any time, Owner may request that Engineer or its Consultants, 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:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

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1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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.

2. 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:*

1. 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.

6.07 *Controlling Law* [1]

A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains

[1] See Special Provision #1

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governmental immunity and all defenses available to it pursuant to ~~WYO. STAT. §§ 1-39-101-121~~ WYO. STAT. §§ 1-39-101-120 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, 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, claims arising out of this Agreement or 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:

1. 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.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.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 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 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.

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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:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.~~

6.11 *Indemnification by Engineer* [2]

A. The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

[2] See Special Provision #2

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2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

B. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

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*[3]

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, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver*[4]*:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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.

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either

[3] See Special Provision #3
[4] See Special Provision #4

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party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

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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:

1. *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.

2. *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.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *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.

5. *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.

6. *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.

7. *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.

8. *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,

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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.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *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.

13. *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.

14. *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.

15. *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.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *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.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *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.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *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.

22. *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.

23. *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.

24. *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.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *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.

28. *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.

29. *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.

30. *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

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and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *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.

32. *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.

33. *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.

34. *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.

35. *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.

36. *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.

37. *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*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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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, Not Used.

G. Exhibit G, Insurance.

H. Exhibit H, Not Used.

I. Exhibit I, Not Used.

J. Exhibit J, Special Provisions.

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:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette, WY

By: _____

Print name: Shay Lundvall

Title: Mayor

Date Signed: _____

Attest: _____
(City Clerk)

Address for Owner's receipt of notices:
City of Gillette
201 E 5th Street
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Toby Fiske
Title: Project Manager
Phone Number: 307.686.5265
E-Mail Address: tobyf@gillettewy.gov

Engineer: KLJ Engineering, LLC

By: _____

Print name: Mark Anderson

Title: Senior Vice President, PWT

Date Signed: October 21, 2024

Engineer License or Firm's Certificate No. (if required):
ES-0605
State of: Wyoming

Address for Engineer's receipt of notices:
KLJ Engineering LLC
400 E. Broadway Ave #600
Bismarck, ND 58501

Designated Representative (Paragraph 8.03.A):
Adrienne Hahn
Title: Project Manager
Phone Number: 307.363.7395
E-Mail Address: Adrienne.hahn@kljeng.com

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This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Engineer's Services

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

Project Location: Gillette, WY – Hidden Valley Road

Project Description:
The Hidden Valley Road – Sanitary Sewer Main Improvements project entails professional engineering services for survey, geotechnical investigation, design and bidding of sanitary sewer main replacement and repairs, minor water fitting replacement and street restoration improvements to the following locations:

- Hidden Valley Road from Force Road to Abby Court – approximately 2,900 LF.
    - These sections will include pavement restoration, PCC drain pan and fillet surfacing in intersections, with limited curb and gutter and sidewalk replacement to support improvements.
    - Sanitary sewer main replacement and repair will improve limited portions of existing infrastructure in Hidden Valley Road, approximately 1,200 LF. Sanitary sewer services will be replaced for the remaining length of sanitary sewer main, approximately 1,700 LF.
    - Water main replacement will be limited to replacement of degrading hydrants, valves, fittings and appurtenances.
    - KLJ services will include survey, minor road restoration, sanitary sewer main design, minor water main design, plan and specification production, and bidding services. A geotechnical investigation will be completed, and a report generated to aid in pavement design including excavation and backfill of proposed sanitary sewer and water main replacement. City of Gillette 2020 Design Standards and Standard Construction Specifications will be adhered to throughout design services.

KLJ Engineering, "Engineer", shall provide Basic and Additional Services as set forth below for the project.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
    a. Provide project management services consisting of addressing and allocating 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 confirms quality control procedures are on-going throughout the project.

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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.

A1.02 *Topographic & Design Survey*

A. Phase Description

- KLJ will complete and furnish a ground survey of areas noted above. Survey will include site contours, critical spot elevations, existing surface features, and above and below ground utilities. Property based on found pins located during topographic survey. Topographic survey will be generally bounded within the right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features and structures. The topographic survey will be accomplished by conventional methods. Control points will be established as City of Gillette Coordinate Datum if available.

- Prior to beginning topographic data collection, a level network will be run through all control points and tied to the published City of Gillette Vertical Datum via benchmark. As topographic data is collected, an ongoing QA/QC process will verify all data and make sure pertinent features are included for and on the base map.

B. As basic services, Engineer Will:

1. Establish on-site control
2. Locate utilities with One Call
3. Topographic survey
4. Generated CAD file for base map.

C. Owner Responsibilities:

1. Access to Site.
2. Any boundary and easement information to be provided.

D. Assumptions:

1. A sufficient number of readily identifiable property pins will be found in their correct locations in order to draw in the recorded plats.
2. Snow will not be covering the site during field survey activities.

A1.03 *Preliminary Design*

A. As basic services, Engineer Will:

1. Conduct and participate in a project kickoff meeting.
2. Evaluate Existing Utilities
   a. KLJ will research and document existing public and privately-owned utilities and evaluate existing or potential conflicts necessitate utility relocation. KLJ will also initiate correspondence with existing utility companies.

3. Preliminary Road Design
   a. KLJ will develop a pavement design and a typical section based on a review of the geotechnical investigation that will be completed by JB Engineers. KLJ will create

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preliminary replacement plan sheets as well as calculate preliminary quantities for both removal and replacement. Drainage features as well as necessary ADA ramps will be incorporated into these drawings as necessary. Detail drawings of supplemental design information required will be created for construction purposes.

4. Preliminary Sanitary Sewer Distribution System Design

    a. KLJ will design sanitary sewer mains to replace the existing sanitary sewer main in place. Spot repairs will be included where sags are present. Video inspection of the existing sanitary sewer main to be provided by the City of Gillette for location purposes. KLJ will include in the design the sanitary sewer main location, sanitary sewer service connections and appurtenances in accordance with local and state requirements. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location. KLJ will consult with City staff regarding locations of manholes, service connections, etc. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.

5. Preliminary Water Distribution System Design

    a. KLJ will consult with City staff regarding locations of valves, service connections, shutoffs and hydrants. Existing hydrants, valves, etc. to be replaced as identified by the City. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.

6. Quantities & Opinion of Construction Cost Estimate

    a. KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

7. Internal QA/QC

    a. Quality Assurance (QA) defines the level of quality required and determines how it is achieved throughout the entire project. QA includes a method of monitoring compliance with the City and KLJ quality requirements. Timely audits during the project will be conducted to maintain compliance.

    b. Quality Control (QC) is conducted throughout the project to check if the production meets quality levels agreed to by the City and KLJ. The process will include interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

8. Preliminary Map, Plans & Specifications

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a. KLJ will compile designs from all tasks under surveying and preliminary engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare and provide three (3) sets of plans, specifications and preliminary opinion of construction cost estimate, and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

9. Preliminary Map & Plan Review Meeting

a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to preliminary map, plans and specifications. At this time, a plans in hand onsite walk thru of all streets included in the project will be conducted with the City of Gillette staff and KLJ.

10. 90% Map, Plans & Specifications

a. KLJ will provide surveying and engineering services for the tasks identified below. The 90 percent plans and specifications will be produced based on recommendations and subsequent decisions made during the preliminary engineering services review.

b. Final Survey - KLJ will perform additional survey, if required, after satisfactory completion of preliminary engineering services. Data will be incorporated into the preliminary survey data and utilized for final design.

c. Design - KLJ will prepare detailed plans relative to feedback received during the preliminary engineering services review. Quantities and specifications will be refined.

d. Quantities & Opinion of Construction Cost Estimate - KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

e. Internal QA/QC - KLJ will monitor compliance with the City's and KLJ's quality requirements. KLJ will perform interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

f. KLJ will compile designs from all tasks under surveying and engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare an overall project map, three (3) sets of plans, specifications and opinion of construction cost estimate based on the 90 percent design and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

11. 90% Map & Plan Review Meeting with City

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a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to 90 percent map, plans and specifications.

B. Owner Responsibilities:

1. Access to site.
2. Provide any known utility information.
3. Provide video inspection of sanitary sewer main.
4. Any other pertinent as built drawings and or geotechnical information in this area to aid in analysis and design.

C. Assumptions:

1. Engineer assumes existing utilities are sized adequately for proposed use and scope does not include analysis of suitability.

A1.04 *Final Design & Bidding*

A. *Phase Description*

1. KLJ will provide services for the tasks identified below in coordination with the City of Gillette.

B. As basic services, Engineer Will:

1. Final Map, Plan & Specifications Revisions

a. KLJ will incorporate any corrections necessary following the 90 percent plans, map and specifications review. Prepare and furnish three (3) sets of final plans for bidding, contracts and construction. Stamp and sign all plans with the seal of the Professional Engineer responsible for the project design. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

2. Final Quantities & Opinion of Construction Cost Estimate

a. KLJ will calculate and furnish final quantities to be included in the bidding, contracts and construction documents. KLJ will submit a final opinion of construction cost estimate to the City of Gillette for review and concurrence.

3. Bidding, Bid Tabulation & Recommendation

a. KLJ will facilitate a pre-bid meeting as well as attend the project bid opening. KLJ will analyze bid proposals, prepare a bid tabulation and make a recommendation of construction contract award.

C. Assumptions:

1. City will post advertisement and pay associated costs.

2. City staff will open and read project bids.

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A1.05 *Project Schedule*

1. A detailed project schedule will be provided in the form of a Gantt chart. Selected milestones are as follows:

Consultant Notice to Proceed	November 5, 2024
Preliminary Map & Design Submittal	January 2025
Preliminary Map & Design Review Meeting	February 2025
90% Map & Design Submittal	April 2025
90% Map & Design Review Meeting	April 2025
Final Design Submittal	May 2025
Begin Advertisement for Bids	June 2025
Bid Opening	July 2025
Bid Award	August 2025

PART 2 – ADDITIONAL SERVICES

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

A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.

1. Right of Way or Boundary determination
2. Design of improvements other than those specifically identified in this Agreement
3. Water main design, plan and/or profile.
4. Any existing sewer system (gravity or force main) analysis for feasibility to serve this project.
5. Retaining wall or structural design.
6. Design of wastewater pumping systems.
7. Design of stormwater pumping systems or treatment systems.
8. Site lighting layout and design.
9. Storm Water Pollution Prevention Plan and Permit.
10. Environmental and cultural evaluation and permitting.
11. Design of improvements to be constructed via trenchless methods.
12. Construction administration and observation services.
13. Construction staking and material testing services.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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16. Modeling or design of public or private utilities other than specifically identified above.
17. Providing a traffic analysis of existing or future conditions. Provide Traffic impact study and report.
18. Provide any subsurface drainage system design.
19. Provide design of drainage improvements offsite.
20. FEMA Floodplain management.
21. Provide any landscape or irrigation design.
22. Provide right-of-way or permanent easement acquisition services.
23. Providing any 3-D or artistic renderings.
24. City Permit Fees and City Application Fees
25. Other additional services performed or furnished by Engineer.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

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.

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; 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, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the 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,

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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 constructability 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.

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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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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

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

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 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $80,550.00, and Engineer's Consultant's charges, if any, estimated to be $0.00.

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 to be $80,550.00 based on the following distribution of compensation:

a.	Study and Report Phase	$0.00
b.	Preliminary Design Phase	$53,700.00
c.	Final Design Phase	$17,330.00
d.	Bidding or Negotiating Phase	$9,520.00
e.	Construction Phase	$0.00
f.	Post-Construction Phase	$0.00

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.

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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 February 2025) to reflect equitable changes to the compensation payable to the 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 1.0.

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 1.05.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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2. 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.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Reimbursable Expenses Schedule

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:

JB Engineers – Geotechnical Investigation - $7,850.00

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This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

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:	$2,000,000

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:	$1,000,000
2)	General Aggregate:	$2,000,000

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

$1,000,000

f. Professional Liability (Errors Omissions) –

1)	Each Claim Made	$1,000,000
2)	Annual Aggregate	$2,000,000

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Special Provisions

Paragraph(s) [6.07, 6.11, 6.13] of the Agreement is/are amended to include the following agreement(s) of the parties:

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

Replace WYO. STAT. §§ 1-39-101-121 with WYO. STAT. §§ 1-39-101-120 at the appropriate place in the paragraph.

2: Paragraph 6.11 *Indemnification and Mutual Waiver* is hereby removed in its entirety and replaced with the following:

6.11 *Indemnification*

B. *Indemnification by Engineer:* The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

C. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

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G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

Paragraph 6.13(3) *Severability* is hereby removed in its entirety and replaced with the following:

C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

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4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

> No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: November 5, 2024

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Hidden Valley – Sanitary Sewer Improvements – 25EN21

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:	$_80,550.00 ___
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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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:	ENGINEER:
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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25EN21-Hidden Valley Sewer Improvements

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

Legend

Project Area

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

1 inch equals 300 feet

1 inch equals 0.06 miles

October 23, 2024

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

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for the Design and Bidding of the Killarney Subdivision Water Main Improvements: Phase 1 with KLJ Engineering, LLC, in the Amount of $59,885.00. (1% Project)

BACKGROUND:

The Killarney Subdivision Water Main Improvements: Phase 1 project relates to the replacement of the existing cast iron water main under O'Hara Drive from Butler Spaeth Road going east to the end of the cul-de-sac in the Killarney Subdivision (see reference map).

A potential Phase 2 of this project is identified in the future CIP to replace the water main under O'Shannon Dr, Kathleen Place and O'Henry Drive.

WHEN CONSTRUCTED: The existing water main was installed in 1976.

WHY NEEDED: Engineering and Water divisions have discussed and feel the existing cast iron water main is aged and is deteriorating. Recent water main breaks in the area has pushed this water main as a priority for replacement.

SCHEDULE: Design efforts are anticipated to begin immediately upon approval of the agreement with topographic survey activities and geo-technical investigations. Completed design and bidding are anticipated in fall/winter of 2025.

ACTUAL COST VS. BUDGET:

The cost for the design and bidding services for this project is $59,885.00. This project is fully funded from the 1% Optional Sales Tax Fund with an allocation of $100,000 in FY25.

SUGGESTED MOTION:

I move for Approval of the Professional Services Agreement for the Design and Bidding of the Killarney Subdivision Water Main Improvements: Phase 1 with KLJ Engineering, LLC, in the Amount of $59,885.00. (1% Project)

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
25EN22-Agreement for Professional Services
25EN22-Reference Map

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Agreement Between Owner and Engineer for Killarney Subdivision Water Main Improvements—Phase 1 Design and Bidding (25EN22)

Owner

City of Gillette
201 E. 5th Street
Gillette, WY 82716

Engineer

KLJ Engineering LLC
400 E Broadway Ave. #600
Bismark, ND 58501

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 5, 2024 ("Effective Date") between

City of Gillette, Wyoming ("Owner") and

KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Killarney Subdivision – Phase 1 Water Main Improvements – 25EN22

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Survey, Design and Bidding Services, see Exhibit A - Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in 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:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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3. 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:* Payment shall be made upon submission of invoice pursuant to WYO. STAT. § 16-6-602. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Agreement.

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. *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. After a disputed item has been settled, Engineer shall

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include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

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 *Reserved*

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.

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:*

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1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. 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.

3. 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.

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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

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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;; and (3) 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, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall 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.

C. All insurance policies required by this Agreement, except workers' compensation, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

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D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.

E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.

F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.

G. At any time, Owner may request that Engineer or its Consultants, 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:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

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1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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.

2. 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:*

1. 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.

6.07 *Controlling Law*[1]

A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains

[1] See Special Provision #1

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governmental immunity and all defenses available to it pursuant to ~~WYO. STAT. §§ 1-39-101-121~~ WYO. STAT. §§ 1-39-101-120 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, 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, claims arising out of this Agreement or 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:

1. 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.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.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 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 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.

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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:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.~~

6.11 *Indemnification by Engineer*[2]

A. The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

[2] See Special Provision #2

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2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

B. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

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*[3]

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, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver*[4]*:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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.

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either

[3] See Special Provision #3

[4] See Special Provision #4

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party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

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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:

1. *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.

2. *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.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *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.

5. *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.

6. *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.

7. *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.

8. *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,

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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.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *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.

13. *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.

14. *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.

15. *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.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *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.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *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.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *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.

22. *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.

23. *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.

24. *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.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *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.

28. *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.

29. *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.

30. *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

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and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *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.

32. *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.

33. *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.

34. *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.

35. *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.

36. *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.

37. *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*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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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, Not Used.

G. Exhibit G, Insurance.

H. Exhibit H, Not Used.

I. Exhibit I, Not Used.

J. Exhibit J, Special Provisions.

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:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette, WY

By: _____

Print name: Shay Lundvall

Title: Mayor

Date Signed: _____

Attest: _____
(City Clerk)

Address for Owner's receipt of notices:
City of Gillette
201 E 5th Street
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Toby Fiske
Title: Project Manager
Phone Number: 307.686.5265
E-Mail Address: tobyf@gillettewy.gov

Engineer: KLJ Engineering, LLC

By: _____

Print name: Luke LaLiberty

Title: Associate Vice President, Municipal

Date Signed: October 16, 2024

Engineer License or Firm's Certificate No. (if required):
ES-0605
State of: Wyoming

Address for Engineer's receipt of notices:
KLJ Engineering LLC
400 E. Broadway Ave #600
Bismarck, ND 58501

Designated Representative (Paragraph 8.03.A):
Adrienne Hahn
Title: Project Manager
Phone Number: 307.363.7395
E-Mail Address: Adrienne.hahn@kljeng.com

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This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Engineer's Services

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

Project Location: Gillette, WY – Killarney Subdivision – O'Hara Drive and O'Henry Court.

Project Description:
The Killarney Subdivision – Phase 1 Water Main Improvements project entails professional engineering services for survey, geotechnical investigation, design and bidding of water main and street restoration improvements to the following locations:

- O'Hara Drive from Butler Spaeth Road east to end of cul de sac – approximately 1,350 LF.
- O'Henry Court – approximately 125 LF.

    - These sections will include pavement restoration including a proposed half of pavement and PCC drain pan and fillet surfacing in intersections, with limited curb and gutter and sidewalk replacement to support improvements.
    - Water main replacement will improve limited portions of existing infrastructure in O'Hara Drive and O'Henry Court. Water main replacement will be limited to replacement of degrading hydrants, valves, fittings and appurtenances, as well as main realignment.
    - KLJ services will include survey, minor road restoration, water main design, plan and specification production, and bidding services. A geotechnical investigation will be completed, and a report generated to aid in pavement design including excavation and backfill of proposed water main replacement. City of Gillette 2020 Design Standards and Standard Construction Specifications will be adhered to throughout design services.

KLJ Engineering, "Engineer", shall provide Basic and Additional Services as set forth below for the project.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
    a. Provide project management services consisting of addressing and allocating 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 confirms 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

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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.

A1.02 *Topographic & Design Survey*

A. Phase Description

- KLJ will complete and furnish a ground survey of areas noted above. Survey will include site contours, critical spot elevations, existing surface features, and above and below ground utilities. Property based on found pins located during topographic survey. Topographic survey will be generally bounded within the right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features and structures. The topographic survey will be accomplished by conventional methods. Control points will be established as City of Gillette Coordinate Datum if available.

- Prior to beginning topographic data collection, a level network will be run through all control points and tied to the published City of Gillette Vertical Datum via benchmark. As topographic data is collected, an ongoing QA/QC process will verify all data and make sure pertinent features are included for and on the base map.

B. As basic services, Engineer Will:

1. Establish on-site control
2. Locate utilities with One Call
3. Topographic survey
4. Generated CAD file for base map.

C. Owner Responsibilities:
1. Access to Site.
2. Any boundary and easement information to be provided.

D. Assumptions:

1. A sufficient number of readily identifiable property pines will be found in their correct locations in order to draw in the recorded plats.
2. Snow will not be covering the site during field survey activities.

A1.03 *Preliminary Design*

A. As basic services, Engineer Will:
1. Conduct and participate in a project kickoff meeting.
2. Evaluate Existing Utilities
   a. KLJ will research and document existing public and privately-owned utilities and evaluate existing or potential conflicts necessitate utility relocation. KLJ will also initiate correspondence with existing utility companies.

3. Preliminary Road Design
   a. KLJ will develop a pavement design and a typical section based on a review of the geotechnical investigation that will be completed by JB Engineers. KLJ will create preliminary replacement plan sheets as well as calculate preliminary quantities for both removal and replacement. Drainage features as well as necessary ADA ramps

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will be incorporated into these drawings as necessary. Detail drawings of supplemental design information required will be created for construction purposes.

4. Preliminary Water Distribution System Design

    a. KLJ will design water mains to replace the existing water main in place. KLJ will include in the design the water main location, water service connections, hydrant locations and appurtenances in accordance with local and state requirements. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location. KLJ will consult with City staff regarding locations of valves, service connections, shutoffs and hydrants. Existing hydrants, valves, etc. to be replaced as identified by the City. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.

5. Quantities & Opinion of Construction Cost Estimate

    a. KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

6. Internal QA/QC

    a. Quality Assurance (QA) defines the level of quality required and determines how it is achieved throughout the entire project. QA includes a method of monitoring compliance with the City and KLJ quality requirements. Timely audits during the project will be conducted to maintain compliance.

    b. Quality Control (QC) is conducted throughout the project to check if the production meets quality levels agreed to by the City and KLJ. The process will include interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

7. Preliminary Map, Plans & Specifications

    a. KLJ will compile designs from all tasks under surveying and preliminary engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare and provide three (3) sets of plans, specifications and preliminary opinion of construction cost estimate, and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

8. Preliminary Map & Plan Review Meeting

    a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to preliminary map, plans and specifications. At this time, a plans in hand onsite walk thru of all streets included in the project will be conducted with the City of Gillette staff and KLJ.

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9. 90% Map, Plans & Specifications

    a. KLJ will provide surveying and engineering services for the tasks identified below. The 90 percent plans and specifications will be produced based on recommendations and subsequent decisions made during the preliminary engineering services review.

    b. Final Survey - KLJ will perform additional survey, if required, after satisfactory completion of preliminary engineering services. Data will be incorporated into the preliminary survey data and utilized for final design.

    c. Design - KLJ will prepare detailed plans relative to feedback received during the preliminary engineering services review. Quantities and specifications will be refined.

    d. Quantities & Opinion of Construction Cost Estimate - KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

    e. Internal QA/QC - KLJ will monitor compliance with the City's and KLJ's quality requirements. KLJ will perform interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

    f. KLJ will compile designs from all tasks under surveying and engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare an overall project map, three (3) sets of plans, specifications and opinion of construction cost estimate based on the 90 percent design and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

10. 90% Map & Plan Review Meeting with City

    a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to 90 percent map, plans and specifications.

B. Owner Responsibilities:

1. Access to site.
2. Provide any known utility information.
3. Any other pertinent as built drawings and or geotechnical information in this area to aid in analysis and design.

C. Assumptions:

1. Engineer assumes existing utilities are sized adequately for proposed use and scope does not include analysis of suitability.

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A1.04 *Final Design & Bidding*

A. *Phase Description*

1. KLJ will provide services for the tasks identified below in coordination with the City of Gillette.

B. As basic services, Engineer Will:

1. Final Map, Plan & Specifications Revisions

a. KLJ will incorporate any corrections necessary following the 90 percent plans, map and specifications review. Prepare and furnish three (3) sets of final plans for bidding, contracts and construction. Stamp and sign all plans with the seal of the Professional Engineer responsible for the project design. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

2. Final Quantities & Opinion of Construction Cost Estimate

a. KLJ will calculate and furnish final quantities to be included in the bidding, contracts and construction documents. KLJ will submit a final opinion of construction cost estimate to the City of Gillette for review and concurrence.

3. Bidding, Bid Tabulation & Recommendation

a. KLJ will facilitate a pre-bid meeting as well as attend the project bid opening. KLJ will analyze bid proposals, prepare a bid tabulation and make a recommendation of construction contract award.

C. Assumptions:

1. City will post advertisement and pay associated costs.

2. City staff will open and read project bids.

A1.05 *Project Schedule*

1. A detailed project schedule will be provided in the form of a Gantt chart. Selected milestones are as follows:

Consultant Notice to Proceed	November 5, 2024
Preliminary Map & Design Submittal	January 2025
Preliminary Map & Design Review Meeting	February 2025
90% Map & Design Submittal	March 2025
90% Map & Design Review Meeting	March 2025
Final Design Submittal	April 2025
Begin Advertisement for Bids	May 2025

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Bid Opening	June 2025
Bid Award	June 2025

PART 2 – ADDITIONAL SERVICES

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

A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.

1. Right of Way or Boundary determination
2. Design of improvements other than those specifically identified in this Agreement
3. Sewer main (gravity or force main) design, plan and/or profile.
4. Any existing sewer system (gravity or force main) analysis for feasibility to serve this project.
5. Retaining wall or structural design.
6. Design of wastewater pumping systems.
7. Design of stormwater pumping systems or treatment systems.
8. Site lighting layout and design.
9. Storm Water Pollution Prevention Plan and Permit.
10. Environmental and cultural evaluation and permitting.
11. Design of improvements to be constructed via trenchless methods.
12. Construction administration services.
13. Construction staking and material testing services.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
16. Modeling or design of public or private utilities other than specifically identified above.
17. Providing a traffic analysis of existing or future conditions. Provide Traffic impact study and report.
18. Provide any subsurface drainage system design.
19. Provide design of drainage improvements offsite.
20. FEMA Floodplain management.
21. Provide any landscape or irrigation design.
22. Provide right-of-way or permanent easement acquisition services.
23. Providing any 3-D or artistic renderings.
24. City Permit Fees and City Application Fees
25. Other additional services performed or furnished by Engineer.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

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.

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; 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, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the 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,

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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 constructability 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.

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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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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

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

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 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $59,885.00, and Engineer's Consultant's charges, if any, estimated to be $0.00.

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 to be $59,885.00 based on the following distribution of compensation:

a.	Study and Report Phase	$0.00
b.	Preliminary Design Phase	$40,825.00
c.	Final Design Phase	$12,580.00
d.	Bidding or Negotiating Phase	$6,480.00
e.	Construction Phase	$0.00
f.	Post-Construction Phase	$0.00

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.

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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 February 2025) to reflect equitable changes to the compensation payable to the 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 1.0.

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 1.05.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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2. 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.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Reimbursable Expenses Schedule

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:

JB Engineers – Geotechnical Investigation - $7,595.00

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This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

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:	$2,000,000

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:	$1,000,000
2)	General Aggregate:	$2,000,000

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

$1,000,000

f. Professional Liability (Errors Omissions) –

1)	Each Claim Made	$1,000,000
2)	Annual Aggregate	$2,000,000

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

Special Provisions

Paragraph(s) [6.07, 6.11, 6.13] of the Agreement is/are amended to include the following agreement(s) of the parties:

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

Replace WYO. STAT. §§ 1-39-101-121 with WYO. STAT. §§ 1-39-101-120 at the appropriate place in the paragraph.

2: Paragraph 6.11 *Indemnification and Mutual Waiver* is hereby removed in its entirety and replaced with the following:

6.11 *Indemnification*

B. *Indemnification by Engineer:* The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement

3. Any violation of any federal, state, or local laws, rules, or regulations.

C. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

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G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other appliable law.

I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.

J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

Paragraph 6.13(3) *Severability* is hereby removed in its entirety and replaced with the following:

C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

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4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

> No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: November 5, 2024

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Killarney Subdivision – Phase 1 Water Main Improvements – 25EN22

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:	$_59,885.00 ___
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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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:	ENGINEER:
By:	By:
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:

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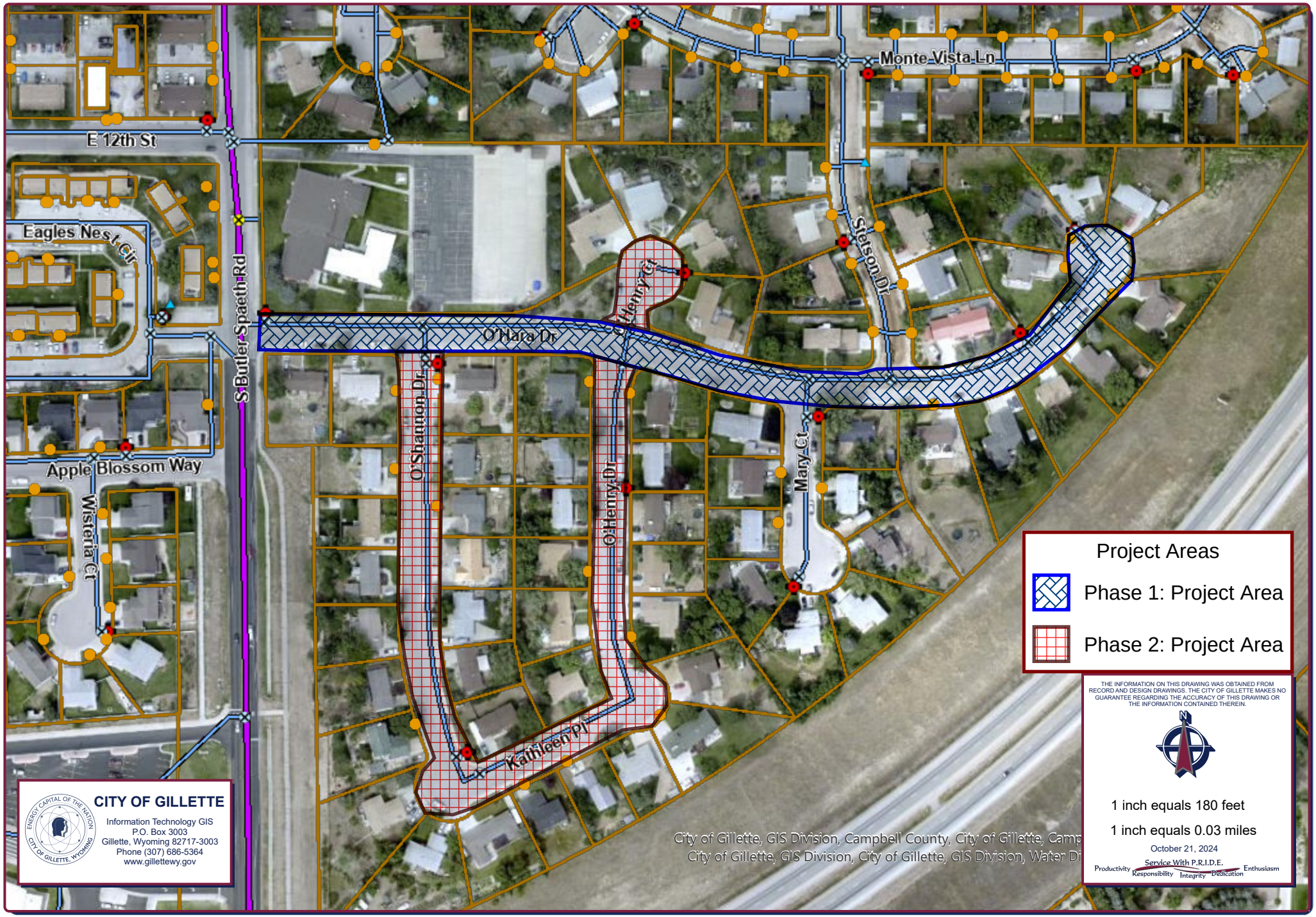
25EN22-Killarney Subdivision Water Main Improvements: Phase 1



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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign Amendment No. 18 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

BACKGROUND:

Amendment No. 18 to the original Telecommunications Raceway Lease Agreement, signed February 7, 2018, will allow Visionary Communications, Inc. to lease additional fiber optic raceway in the City of Gillette's multi-raceway fiber optic back haul system. Visionary Communications, Inc. will install fiber optic cable in the City's raceway system to serve their customers.

ACTUAL COST VS. BUDGET:

Revenue received from the Telecommunications Raceway Lease Amendment No. 18 shall be deposited in the City's Fiber Fund No. 506.

Per the terms of the Agreement, the City will lease its raceway at a unit cost of $0.56121 per lineal foot with an inflationary increase of 3% per calendar year. Upon execution of Amendment No. 18, the annual lease revenue will increase by an estimated $2,370.00.

SUGGESTED MOTION:

I Move for Approval to Authorize the Mayor to Sign Amendment No. 18 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

STAFF REFERENCE:

Joff J. Pilon, P.E., Utilities Director

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
VCN Fiber Raceway Lease Amendment 18

AMENDMENT NUMBER EIGHTEEN TO LEASE AGREEMENT FOR USE OF CITY RACEWAY BETWEEN VISIONARY COMMUNICATIONS, INC., AND THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

1. **Parties.** This Amendment is made and entered into by and between Visionary Communications, Inc. ("Company"), whose address is 1001 S. Douglas, Suite 201, Gillette, WY; the City of Gillette, Campbell County, Wyoming, ("City") whose address is 201 East 5th Street, Gillette, WY 82716.

2. **Purpose of Amendment.** This Amendment shall constitute the eighteenth amendment to the Agreement between the Company and the City which was duly executed on February 7, 2018, and which became effective February 7, 2018 ("Original Agreement"). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-053 through VCN-A-054, which is attached as Exhibit S and made a part of this Agreement.

   The Original Agreement, dated February 7, 2018, provided for the initial lease of Raceway(s) to the Company for the total lease amount of ($0.47) per raceway per foot per year; a three percent (3%) rent increase per year; and payment by the Company of all construction costs associated with the requested conduit system and the Raceway(s) ("Construction Fee").

   Amendment Number One, dated October 22, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-002 through VCN-A-009.

   Amendment Number Two, dated December 4, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-010 through VCN-A-012.

   Amendment Number Three, dated February 5, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-013 through VCN-A-014.

   Amendment Number Four, dated November 19, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-015 through VCN-A-020.

   Amendment Number Five, dated September 15, 2020, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-021 through VCN-A-024.

   Amendment Number Six, dated March 2, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-025 through VCN-A-030.

   Amendment Number Seven, dated May 4, 2021, allowed the Company to add

additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-031 through VCN-A-032.

Amendment Number Eight, dated September 21, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-033 through VCN-A-034.

Amendment Number Nine, dated February 4, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-035 through VCN-A-037.

Amendment Number Ten, dated April 6, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-038 through VCN-A-043.

Amendment Number Eleven, dated June 7, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-044.

Amendment Number Twelve, dated October 6, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-045.

Amendment Number Thirteen, dated December 19, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-046.

Amendment Number Fourteen, dated January 16, 2024, allowed the Company to additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-047.

Amendment Number Fifteen, dated June 10, 2024, allowed the Company to additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-048 through VCN-A-050.

Amendment Number Sixteen, dated October 1, 2024, allowed the Company to additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-051.

Amendment Number Seventeen, dated October 15, 2024, allowed the Company to additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-052.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Original Agreement.

4. **Payment.** The rent to be paid by Company to the City shall be $0.56121 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit S - VCN-A-053 through VCN-A-054. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.
The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

The initial payment shall be made within thirty (30) days after receipt of an invoice following acceptance of the Agreement. This initial payment for the additional raceway(s) segments will be prorated for the remainder of the year in which this Amendment is accepted.

5. **Additional Responsibilities of Contractor.** The Company has not taken on any additional duties.

6. **Additional Responsibilities of Agency.** The City has not taken on any additional duties.

7. **Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the City and the Company, including but not limited to governmental immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.

8. **General Provisions**

A. **Entirety of Contract.** This Amendment, consisting of five (5) pages, and Exhibit S, VCN-A-053 through VCN-A-054 - Facility Location Map(s); the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map; Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009; Amendment Number Two consisting of three (3) pages, and Exhibit C – VCN-A-010 through VCN-A-012; Amendment Number Three consisting of three (3) pages and Exhibit D – VCN-A-013 through VCN-A-014; and Amendment Number Four consisting of three (3) pages and Exhibit E – VCN-A-015 through VCN-A-020; and Amendment Number Five consisting of three (3) pages and Exhibit F – VCN-A-021 through VCN-A-024; and Amendment Number Six consisting of three (3) pages and Exhibit G – VCN-A-025 through VCN-A-030; and Amendment Number Seven consisting of four (4) pages and Exhibit H – VCN-A-031 through VCN-A-032; and Amendment Number Eight consisting of four (4) pages and Exhibit I – VCN-A-033 through VCN-A-034; and Amendment Number Nine consisting of four (4) pages and Exhibit

J – VCN-A-035 through VCN-A-037; and Amendment Number Ten consisting of four (4) pages and Exhibit K – VCN-A-038 through VCN-A-043; and Amendment Number Eleven consisting of four (4) pages and Exhibit L – VCN-A-044; and Amendment Number Twelve consisting of four (4) pages and Exhibit M – VCN-A-045; and Amendment Number 13, consisting of four (4) pages and Exhibit N – VCN-A-046; and Amendment Number Fourteen consisting of four (4) pages and Exhibit O – VCN-A-047; and Amendment Number Fifteen consisting of four (4) pages and Exhibit P – VCN-A-048 through VCN-A-050; and Amendment Number Sixteen consisting of five (5) pages and Exhibit Q – VCN-A-051; and Amendment Number Seventeen consisting of five (5) pages and Exhibit R – VCN-A-052 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Eighteen to the Original Agreement between the City and the Company, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

CITY OF GILLETTE

_____ _____
Shay Lundvall - Mayor Date

COMPANY

_____ _____
Brian R. Worthen - Visionary Communications, Inc. Date

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ _____
Sean Brown Date

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the Central Control Improvements Project: Phase 1, Installed by Hladky Construction, Inc., in the Amount of $1,534,628.46 (1% Project).

BACKGROUND:

The Central Control Improvements Project is the product of a 5-year long field demonstration and trial effort of improved irrigation control products by the irrigation team of the Parks Division. This effort revealed the need to make substantial improvements to the irrigation command and control system and field equipment used by the City of Gillette to irrigate our public parks and rights of way. Phase 1 of the Irrigation Central Control Improvements project implemented these improvements at twenty-five (25) high priority or highly inefficient irrigation systems. See the attached map for these locations.

WHEN CONSTRUCTED: The Parks Division of the City of Gillette has operated the Toro Sentinel Water Management system since at least 1996. This system includes irrigation controllers, management and programing software and communication hardware.

WHY NEEDED: The Toro Sentinel Water Management System has grown outdated, is difficult to maintain and is no longer able to meet the needs of the Parks Division or the community. Additionally, improvements to all points of connection and backflow prevention devices within the irrigation portfolio are needed to implement flow rate monitoring, standardize field equipment, and improve irrigation management capabilities.

SCHEDULE: Construction began in the fall of 2023 and continued through the winter months. All locations within the scope of work for Phase 1 were completed and fully operational by October 23, 2024. All work was completed within the contract time.

ACTUAL COST VS. BUDGET:

This project was fully funded from the 1% Optional Sales Tax Fund.

This Project was awarded to Hladky Construction on October 17, 2023, in the amount of $1,446,987.00.

CHANGE ORDERS: Three (3) Change Orders were approved for this project which provided a net contract price increase of $87,641.46 and are summarized below. The additional monies for these change orders were covered with savings from other completed projects within FY24.

Change Order #1 provided for the replacement of a failed irrigation mainline section at Cottonwood Park underneath Boxelder Road (just west of the 4J Road Intersection), added a storm drain inlet and sidewalk replacement in the city easement between Brody Park and Shoshone Ave, and replaced some additional concrete and sidewalks within Dalbey Memorial Park.

Change Order #2 provided for the incorporation of City Park into the scope of work for the project. This work included updating several of the irrigation control valves, replacement of wire path and preparation for irrigation work related to the City Pool Replacement project.

Change Order #3 provided for and finalized the contract price and reconciled final quantities and contract times.

SUGGESTED MOTION:

I move for Approval of the Acceptance of Public Improvements for the Central Control Improvements Project: Phase 1, Installed by Hladky Construction, Inc., in the Amount of $1,534,628.46 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
23PK07-Certificate of Substantial Completion
23PK07-Certificate of Final Completion
23PK07-Contractor's Affidavit
23PK07-Warranty
23PK07-Reference Map

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: Irrigation Central Control Improvements Project: Phase 1

Project No.: **23PK07**

Date of Contract: **October 17th, 2023**

Owner: City of Gillette

Contractor: **Hladky Construction, Inc.**

Engineer: **Wayne Eckas, P.E. -and- PCA Engineering, Inc.**

This Certificate of Substantial Completion applies to:

____ All Work under the Contract Documents:

_X_ The following specified portions:

Final work per attached substantial completion punch list, all other work is completed.

September 11th, 2024
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

____ Amended Responsibilities
X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:
Substantial Completion Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this **15th** day of **October**, 20**24**

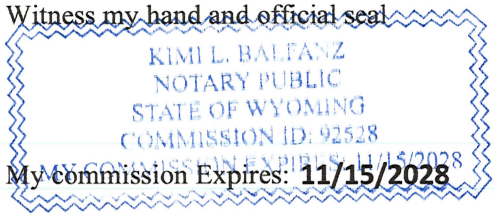
Hladky Construction, Inc.
CONTRACTOR

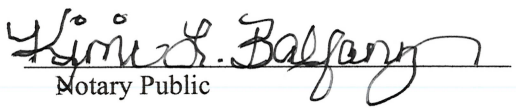
Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **21st** day of **October**, 20**24**

Witness my hand and official seal





Notary Public

My commission Expires: **11/15/2028**

CITY OF GILLETTE

Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project Name: Irrigation Central Control Improvements Project: Phase 1

Project No.: **23PK07**

Date of Contract: **October 17th, 2023**

Owner: City of Gillette

Contractor: **Hladky Construction, Inc.**

Engineer: **Wayne Eckas, P.E. -and- PCA Engineering, Inc.**

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

October 23rd, 2024
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.

DATED this **23rd** day of **October**, 20**24**

Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

_____ **Project Manager**
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **23rd** day of **October**, 20**24**

Witness my hand and official seal

KIMI L. BALFANZ
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 92528
MY COMMISSION EXPIRES: 11/15/2028

My commission Expires: **11/15/2028**

Notary Public

CITY OF GILLETTE

Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: **10/21/2024**

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 Hladky Construction, Inc. the Contractor, dated October 17th, 2023.

For the Irrigation Central Control Improvements Project: Phase 1
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 contact.

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

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

Hladky Construction, Inc.
Contactor

10/21/2024
Date

1100 N Gurley Ave.
Address

Gillette
City

Wyoming
State

82716
Zip Code

Signed by

Project Manager
Title

Subscribed and sworn to before me this **21st** day of **October**, 20**24**.

Notary Public

My Commission Expires: **10/21/2024**

KIMI L. BALFANZ
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 92528
MY COMMISSION EXPIRES: 11/15/2028

WARRANTY

(Contractor)

Hladky Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Irrigation Central Control Improvements Project (23PK07) 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 Irrigation Central Control Improvements Project (23PK07).

DATED this **23rd** day of **October**, 20**24**

Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

SIGNATURE — **Project Manager** (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **23rd** day of **October**, 20**24**

Witness my hand and official seal

KIMI L. BALFANZ
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 92528
MY COMMISSION EXPIRES: 11/15/2028

Notary Public

My commission Expires: **11/15/2028**

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

23PK07-Central Control Improvements: Phase 1-Locations Map

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the Council of Community Services Parking Lot Improvements Project, Installed by Mountain Peak Builders, LLC, in the Amount of $351,140.50.

BACKGROUND:

This project provided much needed improvements to the existing parking lots at the Council of Community Services located at 114 4-J Road and 115 Rohan Avenue (see attached map). The previous asphalt parking lot was entirely removed and replaced with a concrete parking lot. New sidewalks and ADA parking spaces were also provided as well as improved drainage.

ACTUAL COST VS. BUDGET:

The awarded contract price was $363,431.23. This project was fully funded through grant funding with a Community Development Block Grant (CDBG) from the Wyoming Community Development Authority (WCDA) and monies allocated by the Council of Community Services.

One (1) Change Order was approved for the project to reconcile final quantities and finalize the contract price. This change order provided a savings of ($12,290.73).

SUGGESTED MOTION:

I move for Approval of the Acceptance of the Council of Community Services Parking Lot Improvements Project, Installed by Mountain Peak Builders, LLC, in the Amount of $351,140.50.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
23EN10-Affidavit
23EN10-Cert of Final
23EN10-Cert of Substantial
23EN10-Warranty
23EN10-Reference Map

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: June 24, 2024

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 Mountain Peak Builders, LLC the Contractor, dated December 5, 2023.

For the **Council of Community Services Parking Lot Improvements, City Project No. 23EN10** 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 contact.

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

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

Mountain Peak Builders, LLC
Contactor

07/02/2024
Date

P.O. Box 1052
Address

Gillette
City

Wyoming
State

82717
Zip Code

Signed by

Manager
Title

Subscribed and sworn to before me this 2nd day of July, 2024.

Notary Public

My Commission Expires: 6/15/29

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project: Council of Community Services Parking Lot Improvements

Project No.: 23EN10

Date of Contract: December 5, 2023

Owner: City of Gillette

Contractor: Mountain Peak Builders, LLC

Engineer: KLJ

This Certificate of Final Completion applies to:

__X__ All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

_____

July 16, 2024
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.

DATED this 2nd day of July, 2024

Mountain Peak Builders, LLC
CONTRACTOR

Manager
SIGNATURE TITLE

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Trevor Schilling, this 2nd day of July, 2024.

Witness my hand and official seal

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

My commission Expires: 6/15/29

Notary Public

CITY OF GILLETTE

_____ _____
Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Council of Community Services Parking Lot Improvements

Project No.: 23EN10

Date of Contract: December 5, 2023

Owner: City of Gillette

Contractor: Mountain Peak Builders, LLC

This Certificate of Substantial Completion applies to:

__X__ All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

June 20, 2024
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

_____ Amended Responsibilities
__X__ Not Amended

Owner's Amended Responsibilities:

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

Substantial Completion Walk Through Correction List dated June 20, 2024

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 2nd day of July, 2024

Trevor Schilling
Mountain Peak Builders, LLC

Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Trevor Schilling, this 2nd day of July, 20__

Witness my hand and official seal

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

My commission expires: 6/15/29

Notary Public

CITY OF GILLETTE

Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

1900 West Warlow Drive, Suite B
Gillette, WY 82716-2582
307 682 9500
KLJENG.COM

June 20, 2024

Gary Johnson
Project Manager
Mountain Peak Builders, LLC
PO Box 1052
Gillette, Wyoming 82717

Re: **Council of Community Services Parking Lot Improvements – Project Number 23EN10: Substantial Completion Walkthrough, Correction List**

Dear Mr. Johnson:

A substantial completion walkthrough was completed on the morning of June 20, 2024, with representatives from Mountain Peak Builders, COG, and KLJ all present.

It is anticipated that the contractor will reach Final Completion of the project on or before the completion date of July 31, 2024, and no liquidated damages are currently recommended to be withheld in accordance with Article 4.03 of the Agreement based on the achievement of Substantial Completion for the entire project reliant on diligent effort to complete the project as soon as possible.

Correction/Completion Items noted:

1. Removal of surplus material from the jobsite.
2. Removal of concrete debris from the jobsite.
3. Complete grading, seeding and general restoration of the staging area on the south lot.
4. Seeding activities along the edges of new concrete.
5. Finalize paw print fill repair in concrete near food pantry.
6. Seal expansion joints throughout site.
7. Reset concrete parking blocks on the west edge of new concrete parking lot along Rohan Avenue.
8. General site clean-up.

Any item on this list that is found to need correction will be up to the Contractor to repair/replace. If the Contractor disputes any of the items on this list, we would recommend a meeting be scheduled between the Contractor, the Engineer, and the Owner.

Please don't hesitate to contact us at 307.682.9500 if you have any questions or concerns.

Sincerely,

KLJ

Adrienne Hahn, PE
Project Manager

WARRANTY

(Contractor)

Mountain Peak Builders, LLC hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **Council of Community Services Parking Lot Improvements, City Project No. 23EN10** 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 **Council of Community Services Parking Lot Improvements, City Project No. 23EN10.**

DATED this 2nd day of July, 2024.

Mountain Peak Builders, LLC
CONTRACTOR

Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Trevor Schilling, this 2nd day of July, 2024

Witness my hand and official seal

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

Notary Public

My commission Expires: 6/15/29

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

23EN10-Acceptance Reference Map

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

City of Gillette, GIS Division, Campbell County, State of Wyo

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 equals 60 feet

1 inch equals 0.01 miles

July 03, 2024

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

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve the Pre-Annexation Agreement Between the City of Gillette and Hoskinson Biotechnology Holding LLC for Property Located at 460 Hwy 50.

BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located at 460 Hwy 50. The landowner is requesting that the Pre-Annexation Agreement grant them water and sewer services. Currently, a 36" water transmission line from the Madison Pipeline runs along the front of the property and across the street runs an 8" water distribution line. The nearest sewer line is across the street running along the east property line of 465 Hwy 50 and is a 12" collector.

The property is Tract A of the Williams Subdivision in the county and is zoned C-1, General Commercial.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve the Pre-Annexation Agreement Between the City of Gillette and Hoskinson Biotechnology Holding LLC for Property Located at 460 Hwy 50.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Vicinity Map
Pre-Annexation Agreement

Vicinity Map - 460 Hwy 50

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

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1 inch equals 333 feet

1 inch equals 0.06 miles

August 29, 2024

Service With P.R.I.D.E.

Productivity Responsibility Integrity Dedication Enthusiasm

PRE-ANNEXATION AGREEMENT AND PETITION
CONTIGUOUS PROPERTY

THIS PRE-ANNEXATION AGREEMENT made this ____ day of _____, 20__, by and between Hoskinson Biotechnology Holding LLC, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

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

TRACT A, WILLIAMS SUBDIVISION

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

WHEREAS, the LAND is currently contiguous to the CITY; and

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

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

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

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

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

4. The parties further agree as follows:

WATER

a. The LANDOWNER is requesting one service connection to connect the LAND, to the CITY water system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of the monthly water billings.
b. All costs of making the water service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service

determined by the CITY, are the responsibility of the LANDOWNER. The LANDOWNER shall obtain a CITY Permit to Construct for the extension of the water main to serve the property. The LANDOWNER may connect to the CITY's system upon the completion of the water main and following payment of the appropriate Plant Investment Fees. The CITY shall inspect the water main extension and accept it as part of the CITY water system prior to the LANDOWNER connecting into the system. The Plant Investment Fee for the 1-inch water meter is payable at the time of hookup to the City water system.

c. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the water service line to CITY specifications.
d. The LANDOWNER shall obtain a Campbell County Building Permit for the construction of any all structures. The LANDOWNER also certifies by this agreement that the structures shall meet the current CITY Building Code requirements.
e. The LANDOWNER agrees to connect all buildings requiring water service to the CITY's system.
f. The LANDOWNER will obtain a plumbing permit from Campbell County when water service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.

SEWER

g. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY council for public use.
h. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by the City ordinance, at the prevailing rate at the time of connection for sewer service.
i. The LANDOWNER is requesting one (1) service connection to connect the LAND to the CITY sewer system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
j. All costs of making the sewer service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
k. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
l. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
m. The LANDOWNER will obtain a plumbing permit from the County when sewer service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building, or zoning permits and inspections required by Campbell County.
n. No service connections may be made for service outside of the LAND without prior approval of the City Council.

5. The LANDOWNER hereby petitions the Gillette City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Gillette. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this

DRAFT

petition may be filed with the City Clerk at any time, and at the sole discretion of the CITY.

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

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

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

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

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

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

DATED This ____ day of _____, 20__.

LANDOWNER:

_____
Tom Davis, CEO of Hoskinson Biotechnology Holding LLC, Owner

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me _____,

_____ Whom I know personally

_____ whose identity I verified on the basis of _____,

_____ whose identity I verified on the oath or affirmation of _____, a credible witness,

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

DRAFT

_____
Notary Public
My Commission Expires

CITY OF GILLETTE:

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

_____
Notary Public
My Commission Expires:

DRAFT

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Hoskinson Biotechnology Holding LLC for 475 Hwy 50.

BACKGROUND:

The Owner is seeking an addendum to an existing Pre-Annexation Agreement, Lots 5D, 5E, 5F, 5G, 6A, 6B Wind Dancer II Pre-Annexation Agreement, with the City of Gillette for property located at 475 Hwy 50 to add city sewer. Currently, a 12" collector line is north of the property and terminates at 469 Hwy 50.

The property is currently in the Wind Dancer II Subdivision as Lot 5H and has one structure on it (currently operating as the UPS facility).

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval for an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Hoskinson Biotechnology Holding LLC for 475 Hwy 50.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Vicinity Map
Existing Pre-Annexation Agreement
Pre-Annexation Agreement with Addendum

Vicinity Map - 475 Hwy 50

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

City of Gillette, GIS Division, Campbell County, State of Wyo

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1 inch equals 0.06 miles

August 29, 2024

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Case#01.001AA

797629

Book 1762 of Photos, Page 293

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this 14th day of May, 2002 by and between Ben R. Doud for Doud Land Co., LLC, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as City.

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

Lots 5D, 5E, 5F, 5G, 6A and 6B of Wind Dancer II
and as shown on attached Map 1

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

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

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

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

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

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

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Uniform Building Code and all other codes, as adopted by the City of Gillette, and the LANDOWNER shall certify such compliance to the Building Inspection Division of the City of Gillette.

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

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203, W.S., 1977, and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances, as provided by §15-6-202(d) and §15-6-203, W.S., 1977. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND after annexation in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed, in compliance with City ordinances then in effect, and accepted by the City Council. The improvements required, pursuant to City ordinances are as follows:

a) Sanitary Sewer.

b) Storm Drainage.

c) Any other subdivision improvements deemed necessary at the time of annexation.

6. The parties further agree as follows:

a) Pursuant to the LANDOWNER'S desire to obtain water service to the LAND, the CITY agrees to provide water at the user rates for non-contiguous property in the Planning District Boundary as specified by City Ordinance.

b) The LANDOWNER is requesting to make six (6) separate water service connections to serve the six (6) lots in this subdivision. Meter pits will be required to be installed at the edge of the right-of-way adjacent to the property being served. All service lines beyond the meter pit will remain private. The CITY will provide no maintenance on the private system. The LANDOWNER will be responsible for payment of water meter billings and for establishing the billing accounts with the CITY.

c) The LANDOWNER is responsible for the construction and extension of an 8" water main from the intersection of Southern Drive and Highway 50 north 875' and 250' of 6" water main extending north from the water main in Southern Drive to serve Lots 5G, 6A and 6B, along with all required fire hydrants. All construction shall be to CITY standards and when completed will be accepted by the CITY.

d) All costs of making the water service connection is the responsibility of the LANDOWNER. The LANDOWNER acknowledges that the CITY is agreeing to allow the LANDOWNER to connect to the CITY water mains which are located in Southern Drive and the newly constructed water main in Highway 50.

e) The CITY has no responsibility to maintain any service line or extend water or any other CITY service beyond what is currently available. The LANDOWNER agrees to install each water service line and meter pit to CITY specification. The CITY will provide all metering equipment.

f) No private well may be connected to the potable water system and the LANDOWNER acknowledges that the City water shall be the primary water service for the LAND.

g) The Plant Investment Fees owed are calculated on non-contiguous property based on the size of the meter installed as specified by City Ordinance.

h) No service connections may be made for service outside of the LAND or for more service connections than specified in paragraph (b) above without prior approval by the City Council.

i) The LANDOWNER will obtain a plumbing permit from the CITY when water service is desired. The service connections shall be inspected by the CITY. The service line and meter pit shall be constructed to CITY standards. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.

j) The CITY will not provide sanitary sewer service to the LAND at this time. The LAND will be required to connect to the City sewer system after annexation when the existing septic system fails and/or if the City sewer is available within 300' of the property, whichever occurs first. All costs associated with making the sewer connection is the responsibility of the LANDOWNER and shall be made in accordance with applicable City regulations governing connection of property to the City sanitary sewer system.

k) Any further division or splitting of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette. In the event that any future division of the LAND occurs all separate land parcels shall be required to establish a separate water connection for each lot created and the LANDOWNER shall be required to pay all additional Plant Investment Fees for those connections. Council permission must be obtained prior to any additional connections.

l) The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Uniform Building Code and all other codes, as adopted by the City of Gillette. Until annexation, all new buildings and structures will require a building permit, inspections and approval from the County. All uses of new and existing buildings or structures on the property connected to CITY services shall be in conformance with CITY codes.

m) Within 12 months of the date of annexation, the LANDOWNER agrees to bring all required parking areas, driveways and loading areas into compliance with City Regulations governing Off-Street Parking and Loading Requirements. All improvements will be to minimum standards as specified in the City Subdivision Regulations and applicable sections of the City Design Criteria Manual and applicable sections of the City Zoning Ordinance.

n) At the time of annexation, the LANDOWNER agrees to execute a Completion Agreement and post appropriate

security guaranteeing the proper and timely completion of all outstanding improvements specified in (m) above. All security commitments must be approved by the City Attorney and shall be for 100% of the cost of all required improvements not completed prior to annexation.

o) The City makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation, however it is acknowledged that the current County zoning classification for the property is I-1, Light Industrial. The current uses of the LAND are consistent with the CITY'S I-1, Light Industrial District.

p) After annexation, the LAND will be served by the CITY electrical system, at such time as arrangements for the changeover have been made with Powder River Energy Corporation.

q) Future annexation of the LAND will be at the sole discretion of the CITY of Gillette.

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

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

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

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

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

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

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

DATED this 14th day of May, 2002

LANDOWNER:

Ben R. Doud for Doud Land Co., LLC

CITY OF GILLETTE:

Frank W. Latta, Mayor

(S E A L)

ATTEST:

Margo Rhoades, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On May 14, 2002, personally appeared before me Frank W. Latta, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

BARBARA J. BROSE - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 9/12/04

Barbara J. Brose
Notary Public
My Commission Expires: 9/12/04

STATE OF WYOMING)
)ss.
County of Campbell)

On May 14, 2002, personally appeared before me Ben R. Doud, for Doud Land Co., LLC,

X Whom I know personally

_____ whose identity I verified on the basis of _____,

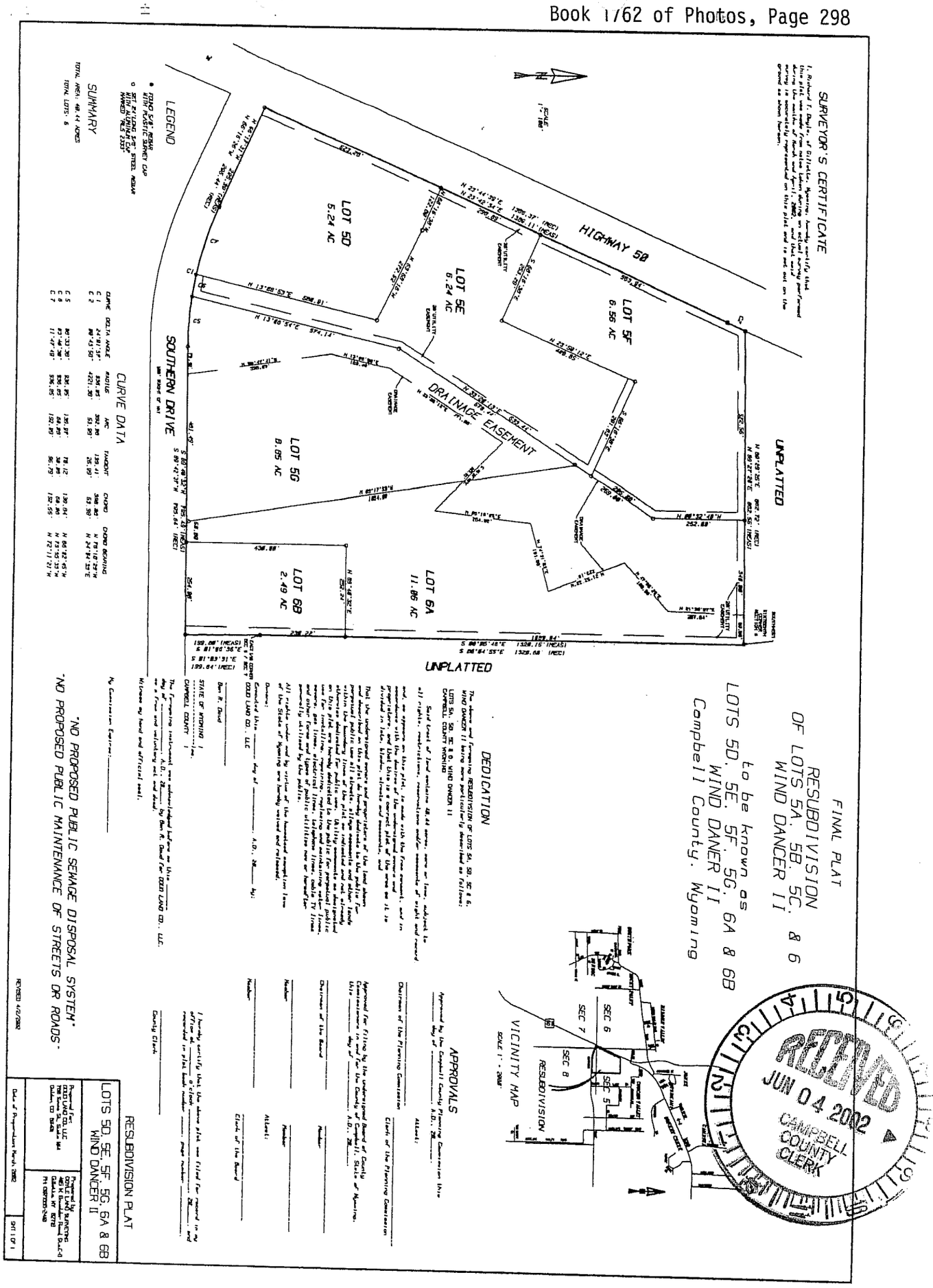
_____ whose identity I verified on the oath or affirmation of _____, a credible witness,

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

Barbara J. Brose
Notary Public
My Commission Expires: 9/12/04

tl:02.047

BARBARA J. BROSE - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 9/12/04



RECEIVED
JUN 04 2002
CAMPBELL COUNTY CLERK

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 4th day of June A.D., 2002 at 8:30 o'clock A. M. and recorded in Book 1762
of Photos on page 293-298 Fees $ 16.00

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED ✓
ABSTRACTED
INDEXED
CHECKED ✓

By Deputy Rosalee M. Jorgensen

797629

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS PRE-ANNEXATION AGREEMENT made this ____ day of _____, 20__, by and between Hoskinson Biotechnology Holding LLC, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

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

LOT 5H, WIND DANCER II SUBDIVISION

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

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

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

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

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

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

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

4. The parties further agree as follows:

WATER

a. The LANDOWNER is currently connected to the CITY water system as per the Lot 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II Annexation Agreement and Petition Non-Contiguous Property that

was signed on May 14, 2002 between previous land owners Ben R. Doud and the City of Gillette as filed with the Campbell County Courthouse on June 4, 2022 and recorded in Book 1762 of Photos on Page 293. LANDOWNER will continue to receive CITY water services under this prior annexation agreement.

SEWER

a. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY council for public use.
b. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by the City ordinance, at the prevailing rate at the time of connection for sewer service.
c. The LANDOWNER is requesting one (1) service connection to connect the LAND to the CITY sewer system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
d. All costs of making the sewer service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
e. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
f. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
g. The LANDOWNER will obtain a plumbing permit from the County when sewer service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.
h. No service connections may be made for service outside of the LAND without prior approval of the City Council.

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

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

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

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

DRAFT

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

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

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

DATED this _____ day of _____, 20_____.

LANDOWNER:

_____
Tom Davis, CEO of Hoskinson Biotechnology Holding LLC, Owner

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me _____,

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

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

_____
Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me _____,

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

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

_____
Notary Public
My Commission Expires

DRAFT

CITY OF GILLETTE:

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

_____
Notary Public
My Commission Expires:

DRAFT

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Sharon Doud & Doud Land Company LLC for Property Located at 3580 Southern Drive.

BACKGROUND:

The Owner is seeking an addendum to an existing Pre-Annexation Agreement with the City of Gillette for property at 3580 Southern Drive. The landowner is requesting that the Pre-Annexation Agreement grant them sewer services. The nearest sewer line is to the north running along the east property line of 465 Hwy 50 and is a 12" collector.

The property is in the county in the Wind Dancer II Subdivision as Lot 5D and is zoned I-1, Light Industrial. There is currently one structure on the property (currently operating as the Titan facility).

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval for an Addendum to the Existing Pre-Annexation Agreement of Lots 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II, Between the City of Gillette and Sharon Doud & Doud Land Company LLC for Property Located at 3580 Southern Drive.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Vicinity Map
Existing Pre-Annexation Agreement
Pre-Annexation Agreement with Addendum of Sewer

Vicinity Map - 3580 Southern Dr

CITY OF GILLETTE
Information Technology GIS
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 equals 333 feet

1 inch equals 0.06 miles

August 29, 2024

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

Case#01.001AA

797629

Book 1762 of Photos, Page 293

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this 14th day of May, 2002 by and between Ben R. Doud for Doud Land Co., LLC, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as City.

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

Lots 5D, 5E, 5F, 5G, 6A and 6B of Wind Dancer II
and as shown on attached Map 1

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

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

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

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

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

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

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Uniform Building Code and all other codes, as adopted by the City of Gillette, and the LANDOWNER shall certify such compliance to the Building Inspection Division of the City of Gillette.

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

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203, W.S., 1977, and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances, as provided by §15-6-202(d) and §15-6-203, W.S., 1977. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND after annexation in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed, in compliance with City ordinances then in effect, and accepted by the City Council. The improvements required, pursuant to City ordinances are as follows:

a) Sanitary Sewer.

b) Storm Drainage.

c) Any other subdivision improvements deemed necessary at the time of annexation.

6. The parties further agree as follows:

a) Pursuant to the LANDOWNER'S desire to obtain water service to the LAND, the CITY agrees to provide water at the user rates for non-contiguous property in the Planning District Boundary as specified by City Ordinance.

b) The LANDOWNER is requesting to make six (6) separate water service connections to serve the six (6) lots in this subdivision. Meter pits will be required to be installed at the edge of the right-of-way adjacent to the property being served. All service lines beyond the meter pit will remain private. The CITY will provide no maintenance on the private system. The LANDOWNER will be responsible for payment of water meter billings and for establishing the billing accounts with the CITY.

c) The LANDOWNER is responsible for the construction and extension of an 8" water main from the intersection of Southern Drive and Highway 50 north 875' and 250' of 6" water main extending north from the water main in Southern Drive to serve Lots 5G, 6A and 6B, along with all required fire hydrants. All construction shall be to CITY standards and when completed will be accepted by the CITY.

d) All costs of making the water service connection is the responsibility of the LANDOWNER. The LANDOWNER acknowledges that the CITY is agreeing to allow the LANDOWNER to connect to the CITY water mains which are located in Southern Drive and the newly constructed water main in Highway 50.

e) The CITY has no responsibility to maintain any service line or extend water or any other CITY service beyond what is currently available. The LANDOWNER agrees to install each water service line and meter pit to CITY specification. The CITY will provide all metering equipment.

f) No private well may be connected to the potable water system and the LANDOWNER acknowledges that the City water shall be the primary water service for the LAND.

g) The Plant Investment Fees owed are calculated on non-contiguous property based on the size of the meter installed as specified by City Ordinance.

h) No service connections may be made for service outside of the LAND or for more service connections than specified in paragraph (b) above without prior approval by the City Council.

i) The LANDOWNER will obtain a plumbing permit from the CITY when water service is desired. The service connections shall be inspected by the CITY. The service line and meter pit shall be constructed to CITY standards. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.

j) The CITY will not provide sanitary sewer service to the LAND at this time. The LAND will be required to connect to the City sewer system after annexation when the existing septic system fails and/or if the City sewer is available within 300' of the property, whichever occurs first. All costs associated with making the sewer connection is the responsibility of the LANDOWNER and shall be made in accordance with applicable City regulations governing connection of property to the City sanitary sewer system.

k) Any further division or splitting of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette. In the event that any future division of the LAND occurs all separate land parcels shall be required to establish a separate water connection for each lot created and the LANDOWNER shall be required to pay all additional Plant Investment Fees for those connections. Council permission must be obtained prior to any additional connections.

l) The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current Uniform Building Code and all other codes, as adopted by the City of Gillette. Until annexation, all new buildings and structures will require a building permit, inspections and approval from the County. All uses of new and existing buildings or structures on the property connected to CITY services shall be in conformance with CITY codes.

m) Within 12 months of the date of annexation, the LANDOWNER agrees to bring all required parking areas, driveways and loading areas into compliance with City Regulations governing Off-Street Parking and Loading Requirements. All improvements will be to minimum standards as specified in the City Subdivision Regulations and applicable sections of the City Design Criteria Manual and applicable sections of the City Zoning Ordinance.

n) At the time of annexation, the LANDOWNER agrees to execute a Completion Agreement and post appropriate

security guaranteeing the proper and timely completion of all outstanding improvements specified in (m) above. All security commitments must be approved by the City Attorney and shall be for 100% of the cost of all required improvements not completed prior to annexation.

o) The City makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation, however it is acknowledged that the current County zoning classification for the property is I-1, Light Industrial. The current uses of the LAND are consistent with the CITY'S I-1, Light Industrial District.

p) After annexation, the LAND will be served by the CITY electrical system, at such time as arrangements for the changeover have been made with Powder River Energy Corporation.

q) Future annexation of the LAND will be at the sole discretion of the CITY of Gillette.

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

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

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

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

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

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

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

DATED this 14th day of May, 2002

LANDOWNER:

Ben R. Doud for Doud Land Co., LLC

CITY OF GILLETTE:

Frank W. Latta, Mayor

(S E A L)

ATTEST:

Margo Rhoades, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On May 14, 2002, personally appeared before me Frank W. Latta, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

BARBARA J. BROSE - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 9/12/04

Barbara J. Brose
Notary Public
My Commission Expires: 9/12/04

STATE OF WYOMING)
)ss.
County of Campbell)

On May 14, 2002, personally appeared before me Ben R. Doud, for Doud Land Co., LLC,

X Whom I know personally

_____ whose identity I verified on the basis of _____,

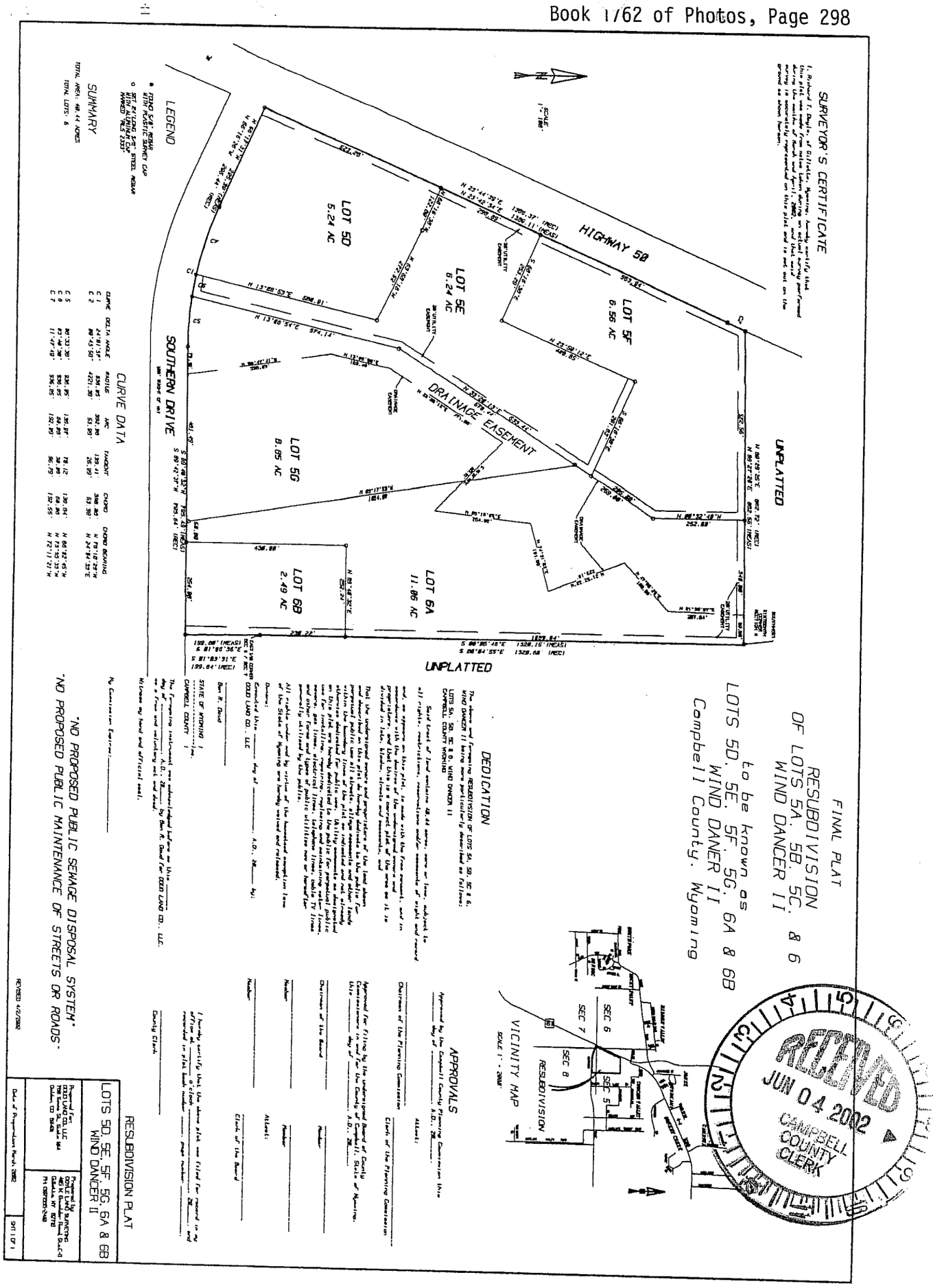
_____ whose identity I verified on the oath or affirmation of _____, a credible witness,

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

Barbara J. Brose
Notary Public
My Commission Expires: 9/12/04

tl:02.047

BARBARA J. BROSE - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 9/12/04



RECEIVED
JUN 04 2002
CAMPBELL COUNTY CLERK

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 4th day of June A.D., 2002 at 8:30 o'clock A. M. and recorded in Book 1762
of Photos on page 293-298 Fees $ 16.00

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED ✓
ABSTRACTED
INDEXED
CHECKED ✓

By Deputy Rosalee M. Jorgensen

797629

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS PRE-ANNEXATION AGREEMENT made this ____ day of _____, 20__, by and between Sharon Doud & Doud Land Company LLC, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

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

LOT 5D, WIND DANCER II SUBDIVISION

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

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

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

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

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

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

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

4. The parties further agree as follows:

WATER

a. The LANDOWNER is currently connected to the CITY water system as per the Lot 5D, 5E, 5F, 5G, 6A, 6B, Wind Dancer II

Annexation Agreement and Petition Non-Contiguous Property that was signed on May 14, 2002 between previous land owners Ben R. Doud and the City of Gillette as filed with the Campbell County Courthouse on June 4, 2022 and recorded in Book 1762 of Photos on Page 293. LANDOWNER will continue to receive CITY water services under this prior annexation agreement.

SEWER

a. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY council for public use.
b. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by the City ordinance, at the prevailing rate at the time of connection for sewer service.
c. The LANDOWNER is requesting one (1) service connection to connect the LAND to the CITY sewer system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
d. All costs of making the sewer service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
e. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
f. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
g. The LANDOWNER will obtain a plumbing permit from the County when sewer service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.
h. No service connections may be made for service outside of the LAND without prior approval of the City Council.

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

LANDOWNER:

_____
Sharon Doud & Doud Land Company LLC, Owner

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me _____,

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

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

_____
Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me _____,

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

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

_____
Notary Public
My Commission Expires

CITY OF GILLETTE:

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

_____
Notary Public
My Commission Expires:

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution Authorizing the Submission of an Application to the Land and Water Conservation Fund Grant Program for the Governing Body of the City of Gillette, Wyoming for the Purpose of the Dalbey Memorial Park Restroom Improvements #7 Project.

BACKGROUND:

In an effort to secure additional funding sources, staff supports the City of Gillette to submit a grant application to the Land and Water Conservation Fund Grant Program for the Purpose of the Dalbey Memorial Park Restroom Improvements #7 Project. This Resolution further addresses that this is a Federal Grant Program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities, and that the Dalbey Memorial Park will only be used for outdoor recreation into perpetuity. A full copy of the City of Gillette's grant application will be available after November 30, 2024, in the City's Finance Department for review. Attached separately is a copy of the Resolution of Support for Council approval. The signed Resolution will accompany the grant application. Staff supports the Resolution.

ACTUAL COST VS. BUDGET:

The grant request will total no more than the amount of $450,000.00 with the 50% match coming from the General Fund/Optional 1% Sales Tax Fund.

SUGGESTED MOTION:

I move to approve a Resolution on Behalf of the Governing Body of the City of Gillette, Wyoming to submit a grant application to the Land and Water Conservation Fund Grant Program for the Purpose of the Dalbey Memorial Park Restroom Improvements #7 Project.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM FOR THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING FOR THE PURPOSE OF THE DALBEY MEMORIAL PARK RESTROOM IMPROVEMENTS #7 PROJECT.

WITNESSETH

WHEREAS, the City of Gillette ("City") has identified and recognized the need for the Dalbey Memorial Park restroom improvements; and

WHEREAS, the specific goals and measures of success of this project include, but are not limited to, providing public restroom facilities and related park infrastructure in the interest of public health; and

WHEREAS, the Land and Water Conservation Fund, administered by the Wyoming Department of State Parks and Cultural Resources, is a federal grant program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities; and

WHEREAS, the City of Gillette will encumber 100% of the grant request funding totaling $900,000 which includes both federal funds requested and cash match for these projects for this purpose; and

WHEREAS, the general fund and/or optional 1% sales tax fund is available as cash match of at least $450,000 for this purpose; and

WHEREAS, the City of Gillette designates that the Dalbey Memorial Park will only be used for outdoor recreation into perpetuity.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a grant application to the Land and Water Conservation Fund administered by the Wyoming Department of State Parks and Cultural Resources and in the amount of up to $450,000 in federal funds for the Dalbey Memorial Park Restrooms #7 Project.

1. The City Administrator, City Engineer, or their designee, shall be designated as the authorized representatives of, to act on behalf of the Governing Body on all matters relating to these grant applications.

PASSED, APPROVED AND ADOPTED this 05th day of November 2024.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of the Dodrill Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

BACKGROUND:

The applicant seeks to create a 0.57-acre parcel from a larger 77.65-acre parcel of unplatted land. This subdivision will also create an extension of the right-of-way (ROW) of Waterfall Road to enable access and the future extension of utilities. The purpose of this subdivision is to enable the owner to sell this new parcel of land to an adjacent landowner at 6512 Waterfall Road.

The parcel is currently zoned Ag, Agricultural District. There is no minimum lot size in Ag except that where permanent residential occupancy is conducted as an accessory use, there shall be at least three (3) acres per each permanently occupied residential dwelling. This lot will not be able to be utilized for residential occupancy unless it is rezoned. The adjacent zoning district is zoned R-1, Single Family Residential. This new parcel would meet the minimum lot size of six thousand (6,000) square feet or 0.138 acres should the new owner choose to move forward with a rezone.

As this parcel is zoned Ag, the extension of utilities will not be required until development. Currently, water and sewer in the area are privately owned by Crestview Estates. The future extension of the private water and sewer mains will require coordination with Crestview Estates by the owner but will still be required to meet City of Gillette Subdivision Regulations.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Resolution Approving and Authorizing the Minor Subdivision of the Dodrill Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

Resolution
Vicinity Map
Planning Requirements
Meeting Minutes 10.22.24

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF THE DODRILL SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of the Dodrill Subdivision to be known as Lot 1 of the Dodrill Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on October 22nd, 2024, with Planning Requirements.

WHEREAS the recording of the Dodrill Subdivision to be known as Lot 1 of the Dodrill Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on October 22nd, 2024.

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

the Final Plat of Dodrill Subdivision to be known as Lot 1 of the Dodrill Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin C. Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Dodrill Subdivision

CITY OF GILLETTE
Information Technology GIS
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 equals 83 feet

1 inch equals 0.02 miles

October 15, 2024

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

PL2024-0091-Minor Subdivision-Dodrill Subdivision

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ October 22, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Cristal Pratt, Richard Cone, and Matthew Nelson

Commission Members Absent: Vice-Chair Ryan Conklin, Ian Scott, and Jack Colson.

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of October 8, 2024. Cristal Pratt seconded the motion. Motion carried 4/0.

Meredith Duvall gave a presentation to the Planning Commission of the Zoning Ordinance rewrite, highlighting the history of the rewrite and changes that have been made to the proposed updated Zoning Ordinance.

Case No. PL2024-0091 MINOR SUBDIVISION 2202 Gallery View Drive

The applicant, Dan & Cheryl Barton, seek to create a 0.57-acre parcel from a larger 77.65-acre parcel of unplatted land. This subdivision will also create an extension of the right-of-way (ROW) of Waterfall Road to enable access and the future extension of utilities. The purpose of this subdivision is to enable the owner to sell this new parcel of land to an adjacent landowner at 6512 Waterfall Rd.

The parcel is currently zoned Ag, Agricultural District. This lot will not be able to be utilized for residential occupancy unless it is rezoned.

As this parcel is zoned Ag, the extension of utilities will not be required until development. Currently, water and sewer in the area are privately owned by Crestview Estates. The future extension of the private water and sewer mains will require coordination with Crestview Estates by the owner but will still be required to meet City of Gillette Subdivision Regulations.

Shannon Stefanick said the city received general inquiries only from the public on the case with no issues.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Richard Cone asked if curb and gutter would be put in now or when the property was developed. Shannon Stefanick said when the lots are purchased the new owners would look at development of the lots including the curb and gutters. Mr. Cone asked if the city would require city sewer be connected to the lot before issuing a building permit. Ms. Stefanick said it would depend what the owner planned for the lot. If the new owner was building a building that required water and sewer they would have to extend the utilities and meet the regulations. However, if for example a shed for animals only were being built the utilities would not be required to be extended onto the lot. Ms. Stefanick said the new

owner could petition to change the zoning in the future, however to change the zoning was not part of the case this evening.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 4/0.

Case No. PL2024-0090 MINOR SUBDIVISION 6350 Swanson Road

The owner is seeking to subdivide 6350 Swanson Road into three properties. The purpose of this subdivision is for ownership purposes.

Proposed Lot 7B will be 1.30 acres and currently has a commercial structure on it that is serviced by city utilities; Lot 7C will be 1.14 acres and will have access to city utilities; Lot 7D will be 1.31 acres and will have access to city utilities.

The current zoning of 6350 Swanson Road is I-2, Heavy Industrial District and is not proposed to change at this time.

Meredith Duvall said the city received no inquiries from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Chair Hottell asked if there were any requirements to have access easements for the middle property. Ms. Duvall said Swanson Road runs in front of all three properties and they will all have access to the road.

There being no further comments or questions Richard Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 4/0.

Case No. PL2024-0095 ZONING TEXT AMENDMENT Zoning Ordinance Rewrite

The City of Gillette Planning Division is requesting the approval of the Zoning Ordinance Rewrite, to be known as the official City of Gillette Zoning Ordinance or “Zoning Code”, replacing the existing Zoning Ordinance that was adopted by City Council through Ordinance No. 979 on January 23, 1979.

In 2018, City Planning Staff requested and was granted permission by City Council to undertake an in-house rewrite of the Zoning Ordinance. With the intent to modernize the code and provide residents more flexibility while still maintaining even regulation, City Staff began work. Due to several factors outside of the City Planning Staff’s control, the completion and adoption of the rewrite had been delayed on several occasions.

The City Council will consider the proposed Zoning Text Amendment as a Public Hearing and First Reading at their meeting which is scheduled for November 19, 2024.

Meredith Duvall said the city has received multiple inquiries from the public on the case through the years. Many citizens have been informed concerns and inquiries would be addressed in the Zoning Ordinance rewrite. Some Zoning Text Amendments have taken place while waiting for the Zoning Ordinance rewrite, Ms. Duvall said, like carports being accepted.

Chair Hottell asked if there were any comments from the public or Commission on the case.

DRAFT

There being no further comments or questions Cristal Pratt made a motion to approve the case, and Richard Cone seconded. The Motion carried 4/0.

OLD BUSINESS — None.

NEW BUSINESS — Meredith Duvall said the next meeting will be November 12, 2024, and there will be an update of the Comprehensive Plan at the Planning Commission meeting on December 10.

ADJOURNMENT — The meeting was adjourned at 5:50 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

BACKGROUND:

The owner is seeking to subdivide 6350 Swanson Road into three properties. The purpose of this subdivision is for ownership purposes. Proposed Lot 7B will be 1.30 acres and currently has a commercial structure on it that is serviced by city utilities; Lot 7C will be 1.14 acres and will have access to city utilities; Lot 7D will be 1.31 acres and will have access to city utilities. The current zoning of 6350 Swanson Road is I-2, Heavy Industrial District and is not proposed to change at this time.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval of a Resolution Approving and Authorizing the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Resolution
Vicinity Map
Plat
Planning Requirements
Meeting Minutes 10.22.24

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT OF LOTS 7B, 7C, AND 7D, SHARON SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS, the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming, to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on October 22nd, 2024, with Planning Requirements.

WHEREAS, the recording of the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on October 22nd, 2024.

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

the Final Plat of Lots 7B, 7C, And 7D, Sharon Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

6350 Swanson Drive

CITY OF GILLETTE

Information Technology GIS
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 equals 333 feet

1 inch equals 0.06 miles

October 04, 2024

Service With P.R.I.D.E.

Productivity Responsibility Integrity Dedication Enthusiasm

FINAL PLAT

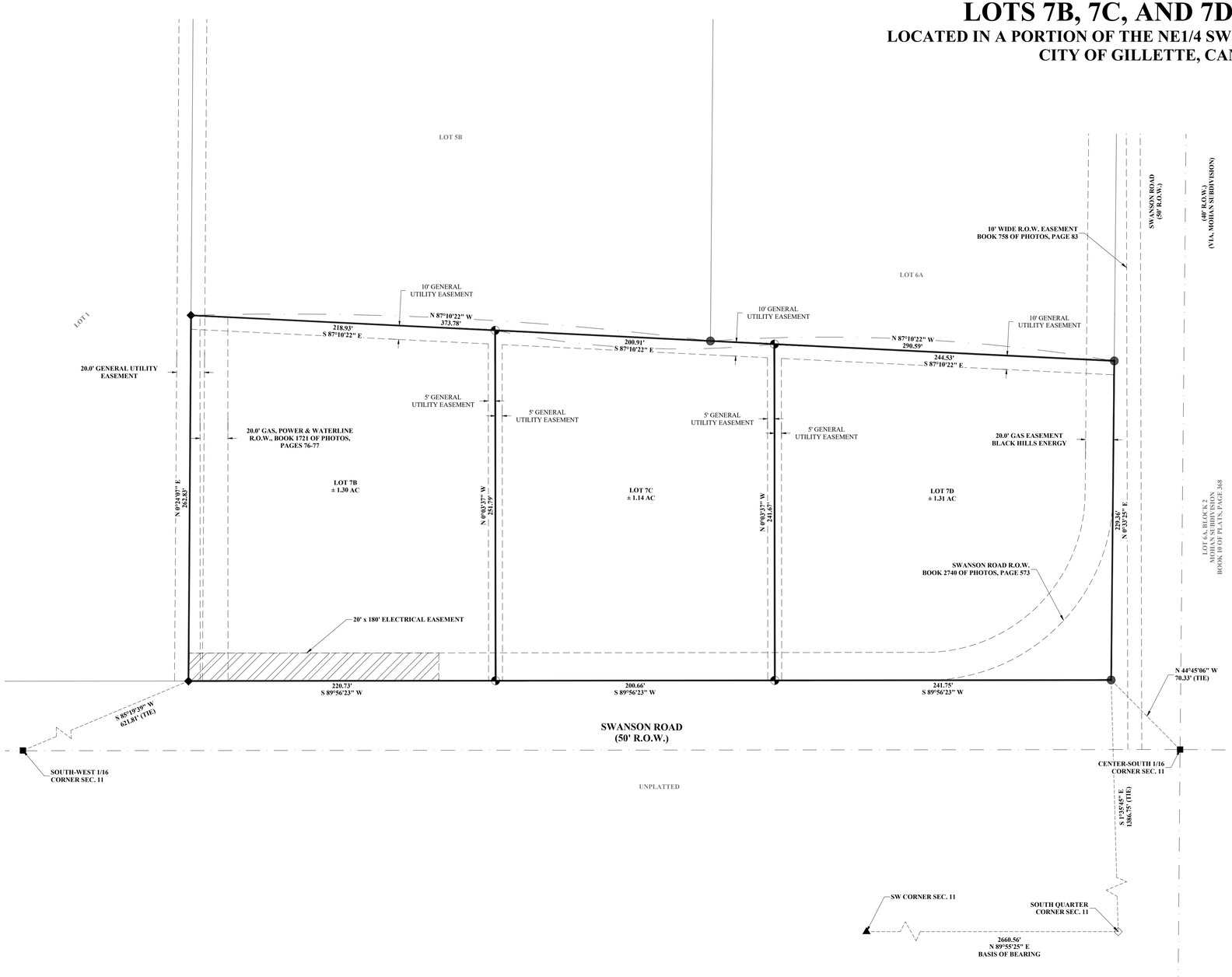
A RESUBDIVISION OF LOT 7A, SHARON SUBDIVISION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO BE KNOWN AS

LOTS 7B, 7C, AND 7D, SHARON SUBDIVISION

LOCATED IN A PORTION OF THE NE1/4 SW1/4, SECTION 11, T 49 N - R 72 W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

VICINITY MAP
NOT TO SCALE



BASIS OF BEARING:

MODIFIED STATE PLANE
NAD 83, FIPS ZONE 4901
ORIGIN N:1371083.497
E:576906.116
GROUND SCALE FACTOR: 1.0002680554
BASIS OF BEARING: CONSIDERING THE LINE BETWEEN THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 11.
S 89°55'25" W FOR 2660.56'

SUMMARY:

TOTAL LOTS: 3
TOTAL AREA: 3.75 ACRES

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS A RESUBDIVISION OF LOT 7A, SHARON SUBDIVISION, AS RECORDED IN BOOK 11 OF PLATS, PAGE 231 OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTRY CLERK'S & RECORDERS OFFICE. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED HACKLIN ENTERPRISE, LLC, BEING THE OWNER(S), PROPRIETOR(S), OR PARTIES OF INTEREST IN LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNED AS LOTS 7B, 7C, & 7D, SHARON SUBDIVISION, IS LOCATED IN SECTION 11, TOWNSHIP 49 NORTH, RANGE 72 WEST, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 7A, SHARON SUBDIVISION:

SAID PARCEL CONTAINING 3.75 ACRES, MORE OR LESS.

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, TRACTS, STREETS AND EASEMENTS, AND

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

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

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

ACKNOWLEDGEMENTS

EXECUTED THIS _____DAY OF _____, A.D., 2024, BY:

_____
JAY DEE HACKLIN, OWNER, HACKLIN ENTERPRISE, LLC

STATE OF WYOMING)
)SS.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAY DEE HACKLIN, OWNER, HACKLIN ENTERPRISE, LLC

THIS _____DAY OF _____, 2024, A.D.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

APPROVALS

DATA ON THIS PLAT REVIEWED THIS _____DAY OF _____, 2024, A.D., BY THE CITY ENGINEER OF GILLETTE, WYOMING.

_____
CITY ENGINEER

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION THIS

_____DAY OF _____, 2024, A.D.

_____ _____
CHAIRMAN SECRETARY

APPROVED BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING THIS

_____DAY OF _____, 2024, A.D.

_____ _____
MAYOR CITY CLERK

RECORDING INFORMATION

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT

_____O'CLOCK_____M. THIS _____DAY OF _____, 2024, AND IS

DULY RECORDED IN BOOK NUMBER _____ OF PLATS, PAGE NUMBER_____.

_____
COUNTY CLERK

LEGEND

- (SET) 2024 ALUMINUM CAP, PLS 9328
- (FOUND) 2021 ALUMINUM CAP, PLS 9328
- (FOUND) ALUMINUM CAP PELS 2457
- (FOUND) 2014 ALUMINUM CAP
- (FOUND) 1989 B.L.M. BRASS CAP
- (FOUND) BRASS CAP, LS 538
- (FOUND) BRASS CAP, RLS 366

NOTES:

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FILL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
BEARINGS AND DISTANCES SHOWN ON THE EASEMENTS, DESCRIBE THE CENTERLINE.

Professional Land Surveyor
Cevin C. Imus
9328
Date
WYOMING
PRELIMINARY

SURVEYOR'S CERTIFICATE

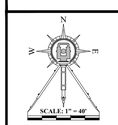
I, CEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF LOT 7A, SHARON SUBDIVISION & TO BE KNOWN AS LOTS 7B, 7C, AND 7D, SHARON SUBDIVISION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY LARISSA BULAU, UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: AUGUST 2024 (CEVIN C. IMUS)

FINAL PLAT

A RESUBDIVISION OF LOT 7A, SHARON SUBDIVISION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

TO BE KNOWN AS
LOTS 7B, 7C, AND 7D, SHARON SUBDIVISION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



PREPARED FOR:
FALCON CONSTRUCTION
PO BOX 7280
GILLETTE, WY 82717

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

PAGE: 1 OF 1
DATE: 9/12/2024
FILE: 24159A_PLAT

PL2024-0090 - Minor Subdivision – 6350 Swanson Road

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ October 22, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Cristal Pratt, Richard Cone, and Matthew Nelson

Commission Members Absent: Vice-Chair Ryan Conklin, Ian Scott, and Jack Colson.

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of October 8, 2024. Cristal Pratt seconded the motion. Motion carried 4/0.

Meredith Duvall gave a presentation to the Planning Commission of the Zoning Ordinance rewrite, highlighting the history of the rewrite and changes that have been made to the proposed updated Zoning Ordinance.

Case No. PL2024-0091 MINOR SUBDIVISION 2202 Gallery View Drive

The applicant, Dan & Cheryl Barton, seek to create a 0.57-acre parcel from a larger 77.65-acre parcel of unplatted land. This subdivision will also create an extension of the right-of-way (ROW) of Waterfall Road to enable access and the future extension of utilities. The purpose of this subdivision is to enable the owner to sell this new parcel of land to an adjacent landowner at 6512 Waterfall Rd.

The parcel is currently zoned Ag, Agricultural District. This lot will not be able to be utilized for residential occupancy unless it is rezoned.

As this parcel is zoned Ag, the extension of utilities will not be required until development. Currently, water and sewer in the area are privately owned by Crestview Estates. The future extension of the private water and sewer mains will require coordination with Crestview Estates by the owner but will still be required to meet City of Gillette Subdivision Regulations.

Shannon Stefanick said the city received general inquiries only from the public on the case with no issues.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Richard Cone asked if curb and gutter would be put in now or when the property was developed. Shannon Stefanick said when the lots are purchased the new owners would look at development of the lots including the curb and gutters. Mr. Cone asked if the city would require city sewer be connected to the lot before issuing a building permit. Ms. Stefanick said it would depend what the owner planned for the lot. If the new owner was building a building that required water and sewer they would have to extend the utilities and meet the regulations. However, if for example a shed for animals only were being built the utilities would not be required to be extended onto the lot. Ms. Stefanick said the new

owner could petition to change the zoning in the future, however to change the zoning was not part of the case this evening.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 4/0.

Case No. PL2024-0090 MINOR SUBDIVISION 6350 Swanson Road

The owner is seeking to subdivide 6350 Swanson Road into three properties. The purpose of this subdivision is for ownership purposes.

Proposed Lot 7B will be 1.30 acres and currently has a commercial structure on it that is serviced by city utilities; Lot 7C will be 1.14 acres and will have access to city utilities; Lot 7D will be 1.31 acres and will have access to city utilities.

The current zoning of 6350 Swanson Road is I-2, Heavy Industrial District and is not proposed to change at this time.

Meredith Duvall said the city received no inquiries from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Chair Hottell asked if there were any requirements to have access easements for the middle property. Ms. Duvall said Swanson Road runs in front of all three properties and they will all have access to the road.

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Case No. PL2024-0095 ZONING TEXT AMENDMENT Zoning Ordinance Rewrite

The City of Gillette Planning Division is requesting the approval of the Zoning Ordinance Rewrite, to be known as the official City of Gillette Zoning Ordinance or “Zoning Code”, replacing the existing Zoning Ordinance that was adopted by City Council through Ordinance No. 979 on January 23, 1979.

In 2018, City Planning Staff requested and was granted permission by City Council to undertake an in-house rewrite of the Zoning Ordinance. With the intent to modernize the code and provide residents more flexibility while still maintaining even regulation, City Staff began work. Due to several factors outside of the City Planning Staff’s control, the completion and adoption of the rewrite had been delayed on several occasions.

The City Council will consider the proposed Zoning Text Amendment as a Public Hearing and First Reading at their meeting which is scheduled for November 19, 2024.

Meredith Duvall said the city has received multiple inquiries from the public on the case through the years. Many citizens have been informed concerns and inquiries would be addressed in the Zoning Ordinance rewrite. Some Zoning Text Amendments have taken place while waiting for the Zoning Ordinance rewrite, Ms. Duvall said, like carports being accepted.

Chair Hottell asked if there were any comments from the public or Commission on the case.

DRAFT

There being no further comments or questions Cristal Pratt made a motion to approve the case, and Richard Cone seconded. The Motion carried 4/0.

OLD BUSINESS — None.

NEW BUSINESS — Meredith Duvall said the next meeting will be November 12, 2024, and there will be an update of the Comprehensive Plan at the Planning Commission meeting on December 10.

ADJOURNMENT — The meeting was adjourned at 5:50 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Permission for City Staff to Solicit Sealed Bids for the Sale of Certain Real Property Located at 101 N. Gillette Ave., Gillette, WY 82716.

BACKGROUND:

Lula Belle Cafe is a business that owns property located at 101 N. Gillette Ave., Gillette, WY 82716. At some point during the operation of its business, Lula Belle's constructed two vestibules that inadvertently encroach on City-owned property.

For reference, the City-owned property is the shaded, or hatched portion of the property on the "Property to be Transferred Document." The vestibules in question identified on the "Example Plat Showing Vestibules" document.

To remedy this issue, City staff wishes to explore transferring its ownership of this property. W.S. 15-1-112 requires the City to bid out the sale or transfer of municipal property worth $500.00 or more, except in certain limited circumstances. By virtue of this statute, before the City can transfer the property in question, it must publicly auction or accept sealed bids. The purpose of this item is to do the latter.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to allow City Staff to Solicit Sealed Bids for the Sale of Certain Real Property Located at 101 N. Gillette Ave., Gillette, WY 82716.

STAFF REFERENCE:

MAP - Sean Brown, Gillette City Attorney.

ATTACHMENTS:

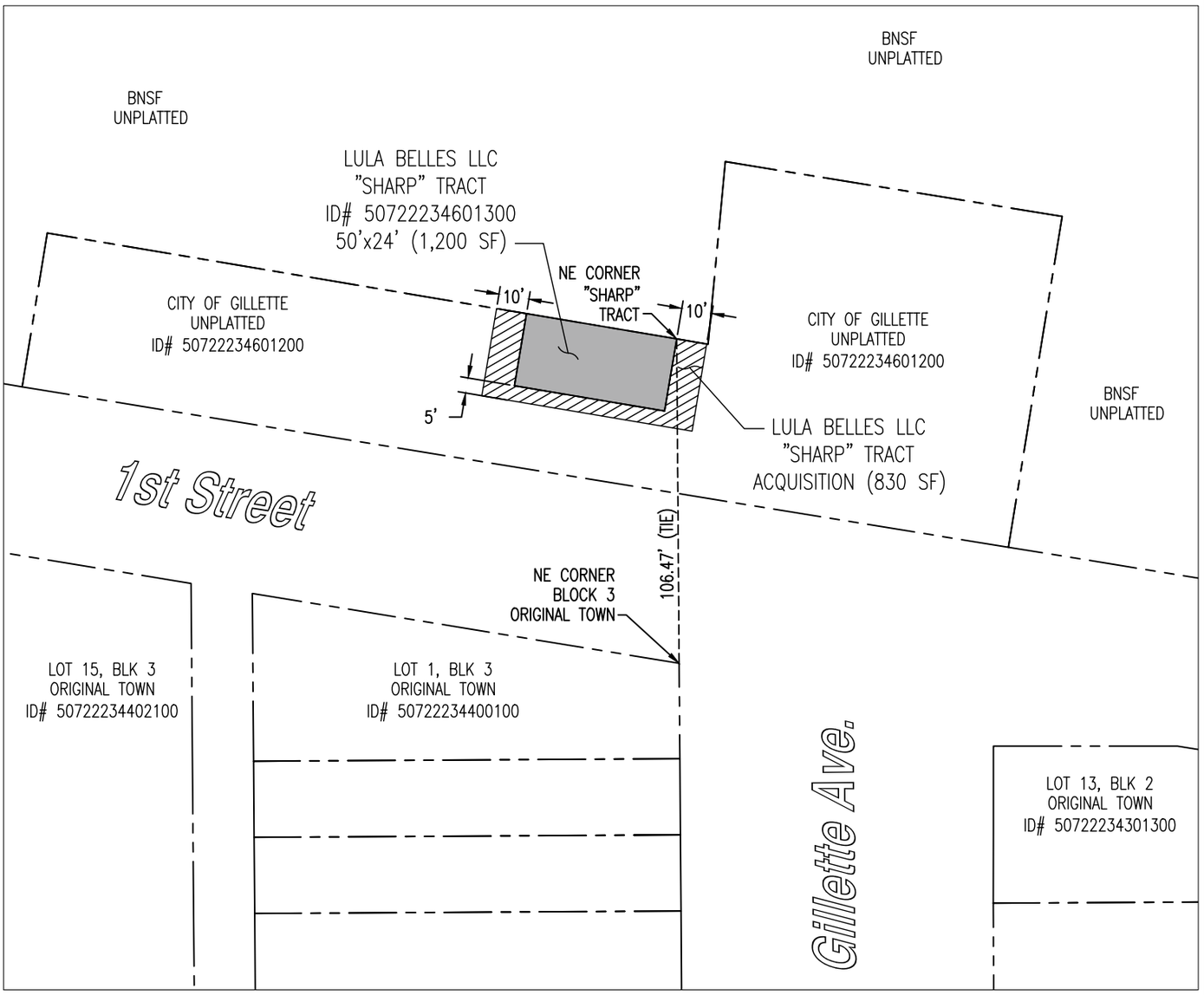
Click to download

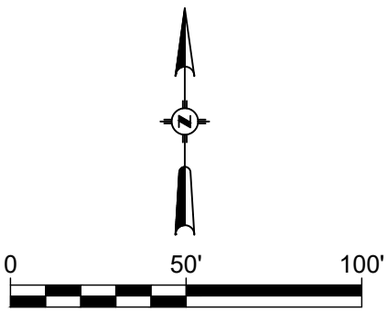
Proposed Property To Be Transferred

Example Plat Showing Vestibules

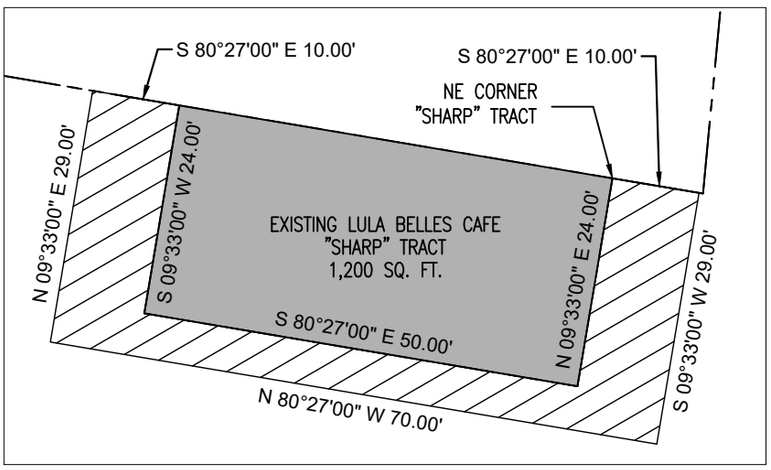
LULA BELLES LLC, PROPERTY ACQUISITION

SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH P.M.
CAMPBELL COUNTY, WYOMING





SCALE: 1" = 50'



DETAIL

SCALE: 1"=20'

Professional Land Surveyor
LEROY W. FARLEY
10387
DATE 10/24/2022
WYOMING

LULA BELLES LLC CURRENT PROPERTY	1,200 SQ. FT. (0.03 ACRES)
PROPOSED PROPERTY ACQUISITION	830 SQ. FT. (0.02 ACRES)
TOTAL PROPERTY (WITH ACQUISITION)	2,030 SQ. FT. (0.05 ACRES)

PROPERTY ACQUISITION FROM CITY OF GILLETTE
LULA BELLES LLC

TRACT NUMBER: "SHARP" TRACT
PART OF SE SW OF SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH P.M.

SCALE: 1"=50'	DRAWN BY: DAS 10/20/22	CHECKED BY:	REV:

SHEET 1 OF 2

C:\Calvert\LulaBellesCate\Lulabelles addition property.dwg Plotted By: Rick.Calvert on Monday, October 24, 2022 - 10:57am

LULA BELLES LLC, PROPERTY ACQUISITION

SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH P.M.
CAMPBELL COUNTY, WYOMING

"SHARP" TRACT LEGAL DESCRIPTION:
(FROM "SHARP" TRACT SURVEY PREPARED BY BRADY CONSULTANTS AND RECORDED JUNE 22, 1976 IN BOOK 2, PAGE 26 OF RECORDS AT THE CAMPBELL COUNTY COURTHOUSE, CAMPBELL COUNTY, WYOMING)

A TRACT OF LAND 24 FEET BY 50 FEET, AND LOCATED ADJACENT TO AND WEST OF GILLETTE AVE, AND NORTH OF FIRST STREET, AND ADJACENT TO AND SOUTH OF BURLINGTON NORTHERN RAILROAD PROPERTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 3 ORIGINAL TOWNSITE OF GILLETTE, CAMPBELL COUNTY, WYOMING, THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE EAST SIDE OF SAID BLOCK 3, ORIGINAL TOWNSITE, FOR A DISTANCE OF 106.47 FEET TO A POINT MONUMENTED BY A $\frac{5}{8}$ INCH STEEL BAR, AND WHICH POINT IS ON THE SOUTHERLY PROPERTY LINE OF BURLINGTON NORTHERN RAILROAD PROPERTY, AND IS THE TRUE POINT OF BEGINNING, AND IS THE NORTHEAST CORNER OF SAID "SHARP" TRACT; THENCE N 80°27'W ALONG THE SOUTHERLY PROPERTY LINE OF SAID BURLINGTON NORTHERN RAILROAD PROPERTY, A DISTANCE OF 50 FEET TO A POINT MONUMENTED BY A $\frac{5}{8}$ INCH STEEL BAR. AND WHICH POINT IS THE NORTHWEST CORNER OF THE "SHARP" TRACT; THENCE S 9°33W A DISTANCE OF 24 FEET TO A POINT MONUMENTED BY AN IRON SPIKE, AND WHICH POINT IS THE SOUTHWEST CORNER OF SAID "SHARP" TRACT; THENCE S80°27E, A DISTANCE OF 50 FEET TO A POINT MONUMENTED BY AN IRON SPIKE, AND WHICH POINT IS THE SOUTHEAST CORNER OF SAID "SHARP" TRACT; THENCE N9°33E, A DISTANCE OF 24 FEET TO THE POINT OF BEGINNING.

THE "SHARP" TRACT CONTAINS 1,200 SQUARE FEET MORE OR LESS.FEET;

"SHARP" TRACT PROPERTY ACQUISITION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST OF THE 6TH P.M. AND ADJACENT TO THE EAST, WEST AND SOUTH PROPERTY LINES OF THE "SHARP" TRACT RECORDED IN BOOK 2, PAGE 26 OF RECORDS IN THE CAMPBELL COUNTY, WYOMING COURTHOUSE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID "SHARP" TRACT BEING A POINT ON THE SOUTH PROPERTY LINE OF THE BURLINGTON NORTHERN RAILROAD PROPERTY;

THENCE S 80°27'00" E ALONG THE SOUTH LINE OF SAID BURLINGTON NORTHERN RAILROAD PROPERTY A DISTANCE OF 10.00 FEET;

THENCE S 09°33'00" W A DISTANCE OF 29.00 FEET;

THENCE N 80°27'00" W A DISTANCE OF 70.00 FEET;

THENCE N 09°33'00" E A DISTANCE OF 29.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD PROPERTY;

THENCE S 80°27'00" E ALONG THE SOUTH LINE OF SAID BURLINGTON NORTHERN RAILROAD PROPERTY A DISTANCE OF 10 FEET TO THE NORTHWEST CORNER OF THE "SHARP" TRACT;

THENCE S 09°33'00" W ALONG THE WEST LINE OF SAID "SHARP" TRACT A DISTANCE OF 24.00 FEET TO THE SOUTHWEST CORNER OF SAID "SHARP" TRACT;

THENCE S 80°27'00" E ALONG THE SOUTH LINE OF SAID "SHARP" TRACT A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF SAID "SHARP" TRACT;

THENCE N 09°33'00" E ALONG THE EAST LINE OF SAID "SHARP" TRACT TO THE NORTHEAST CORNER OF SAID "SHARP" TRACT AND THE POINT OF BEGINNING.

THE "SHARP" PROPERTY ACQUISITION TRACT CONTAINS 830 SQUARE FEET MORE OR LESS.FEET;

LULA BELLES LLC CURRENT PROPERTY	1,200 SQ. FT. (0.03 ACRES)
PROPOSED PROPERTY ACQUISITION	830 SQ. FT. (0.02 ACRES)
TOTAL PROPERTY (WITH ACQUISITION)	2,030 SQ. FT. (0.05 ACRES)

PROPERTY ACQUISITION FROM CITY OF GILLETTE
LULA BELLES LLC
TRACT NUMBER: "SHARP" TRACT
PART OF SE SW OF SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH P.M.

SCALE: 1"=50'	DRAWN BY: DAS 10/20/22	CHECKED BY:	REV:

SHEET 1 OF 2

C:\Calvert\LulaBellesCate\Lulabelles addition property.dwg Plotted By: Rick.Calvert on Monday, October 24, 2022 - 10:57am

FINAL PLAT
LULA BELLES ADDITION
SITUATED IN THE SW1/4 OF SECTION 22, T50N, R72W OF THE SIXTH P.M., CAMPBELL COUNTY, WYOMING

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of LULA BELLES ADDITION, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance City of Gillette regulations governing the subdivision of the land.

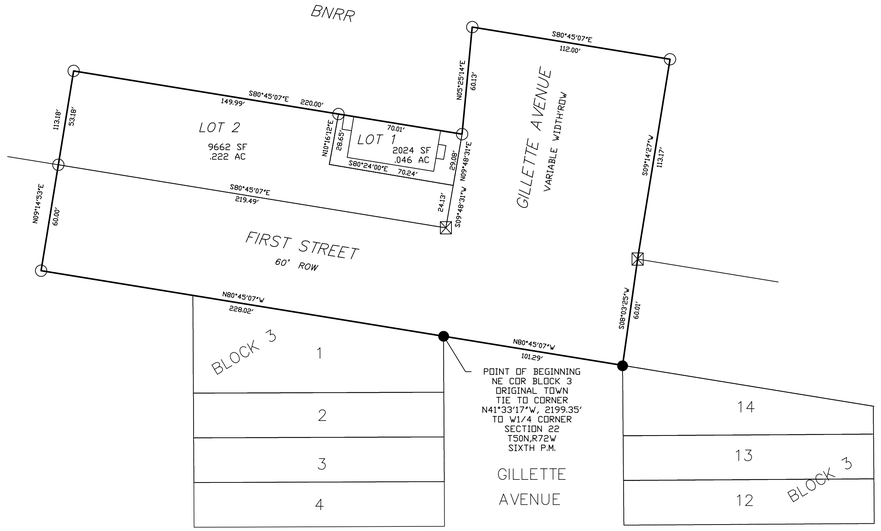
Professional Land Surveyor
RICHARD T. DOYLE
2333
DATE
WYOMING

DESCRIPTION

A tract of land being part of the SW1/4 of Section 22, Township 50 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Beginning at the Northeast corner of Lot 1, Block 3, Original Town of Gillette from which the West one quarter section corner of said Section 22 lies N41°33'17"W a distance of 2199.35 feet; Thence N80°45'07"W along the south right of way of First Street a distance of 228.02 feet; Thence N09°14'53"E a distance of 113.18 feet; Thence S80°45'07"E a distance of 220.00 feet; Thence N09°25'14"E a distance of 60.13 feet; Thence S80°45'07"E a distance of 112.00 feet; Thence S09°14'53"W a distance of 110.00 feet; Thence S08°03'25"E a distance of 63.19 feet to the said south right of way of First Street; Thence N80°45'07"W a distance of 101.29 feet to the POINT OF BEGINNING.

Said tract of land contains 1.005 Acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.



LEGEND

- ● FOUND CORNER
- ○ SET 5/8" REBAR WITH ALUM CAP "RLS 2333"
- ☒ SET "X" CHISELED IN CONC

BENCHMARK: LOCAL CONTROL

SUMMARY

AREA: 1.005 AC
R/W AREA: 0.778 AC
TOTAL LOTS: 2
ZONING: C-1

DEDICATION

Know all men by these presents that the undersigned LULA BELLES LLC and the CITY OF GILLETTE, WYOMING being the owner, proprietors, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing LULA BELLES ADDITION being more particularly described as follows:

SEE DESCRIPTION

Said tract of land contains 0.842 ACRES, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

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

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

Executed this _____ day of _____, A.D., 20__
OWNER:
LULA BELLES LLC

_____
LULA BELLES LLC
BY: _____, Title: _____

Executed this _____ day of _____, A.D., 20__
OWNER:
CITY OF GILLETTE

_____
CITY OF GILLETTE
BY: _____, Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instument was acknowledged before me this ____day of _____,A.D., 20___, by _____ as _____ (Title) for the LULA BELLES LLC as a fee and voluntary act and deed.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires _____

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

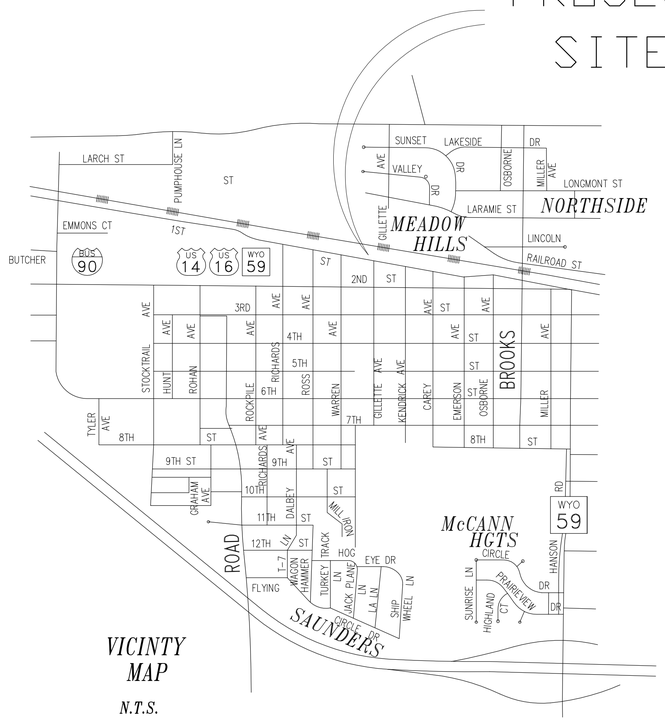
The foregoing instument was acknowledged before me this ____day of _____,A.D., 20___, by Louise Carter King as Mayor for the CITY OF GILLETTE as a fee and voluntary act and deed.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires _____

PROJECT SITE



VICINTY MAP
N.T.S.

APPROVALS

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

_____
City Engineer

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

_____ _____
Chairman Secretary

Approved by the City Council of the City of Gillette, Wyoming this _____day of _____,20_____,A.D.

_____ _____
Mayor City Clerk

This plat filed for record in the office of the Clerk and Recorder at _____o'clock ____.m., _____, 20____, and is duly recorded in Book _____, Page No. _____.

_____
County Clerk

FINAL PLAT
LULA BELLES ADDITION
GILLETTE, WYOMING

Prepared for:
LULA BELLES LLC
101 N GILLETTE AVE
GILLETTE, WY 82716

Prepared by:
DOYLE SURVEYING INC.
801 E 4TH ST
Suite 15
Gillette, WY 82716
PH: (307)686-2410

Date of Preparation: MARCH, 2021

SHT 1 OF 1

Revised: 10-04-21
Revised: 09-25-21

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Appointments to Advisory Board

~CARE Board - One (1) Term Expiring on January 31, 2028

~Gillette Historic Preservation Commission - One (1) Term Expiring on December 31, 2027

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michael Cole, City Administrator

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

A Public Hearing for the Issuance of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
Public Hearing Notice

NOTICE OF APPLICATION FOR A NEW BAR AND GRILL LIQUOR LICENSE

Notice is hereby given that on the 15th day of October 2024, JRP Enterprises, filed an application for a new Bar and Grill liquor license in the office of the City Clerk of the City of Gillette to the following described place, 605 W Lakeway Rd., and protests if any there be against the approval will be heard at the hour of 6:00 p.m., November 5, 2024, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 East 5th Street, Gillette, Wyoming.

Dated this 15th day of October 2024

Alicia Allen, City Clerk

Publish: October 22, 2024
October 29, 2024

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.

BACKGROUND:

JRP Enterprises submitted an application for a new Bar and Grill Liquor License to the City Clerk's Office. The application and correlating documents were submitted to the Wyoming Liquor Division, who reviewed and accepted the application as complete. A Public Hearing Notice was published in the News Record on October 22, 2024, and October 29, 2024.

If approved, the newly issued license would expire on March 31, 2025 in conjunction with all Gillette Liquor Licenses. Upon approval of the new license, the applicant will submit a renewal application to the Clerk's Office, for consideration with the annual liquor license renewals in February.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
Application
Applicant Letter
Food Service Permit
Financial Letter of Good Standing
Operation Plan

(7/23)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City / Town / County Clerk Local License #: BG-07

License Fees
- Annual Fee: $ _____
- Prorated Fee: $ 1,200.00
- Transfer Fee: $ _____
- Publishing Fee: $ 90.00

Date filed with clerk: 10 / 15 / 2024

Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 10/22/2024 & 10/29/2024

Public Hearing Date: 11 / 5 / 2024

Publishing Fee Direct Billed to Applicant: ☐

License Term: 11 (Month) / 6 (Day) / 2024 (Year) Through 03 (Month) / 31 (Day) / 2025 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant (Business Name): JRP Enterprises LLC

Doing Business As (DBA) / Trade Name: Expresso Lube

Building to be licensed / Building Address: 605 W. Lakeway Rd (Address Number, and Suite or Unit Number, and Street or Road Name)

Gillette (City) WY (State) 82718 (Zip) _____ (County)

Local Mailing Address: Same (Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

_____ (City) _____ (State) _____ (Zip) _____ (County)

Local Business Telephone Number: 307-682-7339 Fax Number: 307-682-7454

Business E-Mail Address: Expressolube@yahoo.com

Business Primary Contact: Josh (First Name) Peterson (Last Name)

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OF OWNERSHIP
  - ☐ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY / TOWN OF: Gillette
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
  - ☐ LP ☐ LLP ☐ LLLP
  - ☒ LLC ☐ LC
- ☐ CORPORATION (INC)
- ☐ POLITICAL SUDIVISION
- ☐ ORGANIZATION
- ☐ OTHER ___

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

- ☐ RETAIL LIQUOR LICENSE
  - PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)
  - ☐ ON-PREMISE BAR
  - ☐ OFF-PREMISE PACKAGE STORE
  - ☐ ON & OFF PREMISE BAR & PACKAGE STORE
- ☐ RESTAURANT LIQUOR LICENSE
- ☒ BAR AND GRILL LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- **LIMITED RETAIL LIQUOR LICENSE (CLUB)**
  - ☐ VETERANS CLUB
  - ☐ FRATERNAL CLUB
  - ☐ GOLF CLUB
  - ☐ SOCIAL CLUB
- ☐ MICROBREWERY PERMIT
- ☐ WINERY PERMIT
- ☐ MANUFACTURER SATELLITE PERMIT
- ☐ WINERY SATELLITE PERMIT
- ☐ COUNTY MALT BEVERAGE PERMIT
- ☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

- ☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
- ☐ GOLF CLUB (W.S. 12-5-201(f))
- ☐ GUEST RANCH (W.S. 12-5-201(f))
- ☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
- ☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
- ☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

- ☒ FULL TIME
- ☐ SEASONAL
- ☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION: from _____ to _____ ☒ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION: from _____ to _____ ☒ Every Day (Mon-Sun)

HOURS OF OPERATION: from 10am to 10pm M-F ☐ 24 Hours a Day

Sat & Sun 7am - 10pm

(7/23)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1 OCT-15 '24 AM10:35

1. **BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☒ YES (own)
(b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page_____paragraph_____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page_____ paragraph_____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

2. **LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. **INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -**

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. **RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)**

Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO

5. **RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☒ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

6. **BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)**

Is a copy of the valid food service permit or the approved permit application attached? ☒ YES ☐ NO

7. **RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☒ NO
(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☒ NO
(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☒ NO
(d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☒ NO
(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☒ NO
1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

8. **MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)**

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

(7/23)

OCT-15 '24 AM10:35

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

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

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

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

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

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

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

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

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Josh C. Peterson	5/30/80	92 Penrose Peak 307 Gillette WY 82718	6089787	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(7/23)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Josh C. Peterson	5/30/80	92 Penrose Peak Gillette, WY 82718	307-689-9787	1.5yr	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

☑ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).

n/a ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).

n/a ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)

☑ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)

n/a ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

n/a ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 10th day of October, 2024 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Joshua C Peterson	Owner
2)			
3)			
4)			
5)			

Witness my hand and official seal: _____
Signature of Notary Public

ASHLEY URBAN
(SEAL) NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 161202
MY COMMISSION EXPIRES: 02/27/2028

My commission expires: 2/27/28

Notes: Expresso Lube is a unique business. We have an oil changing side for car maintenance. While you are waiting we have a cafe. In the cafe side we offer food & drinks. We have a full kitchen and espresso bar. If we could get a bar & grill liquor license we could expand our menu and provide more products. Expresso Lube was established in 2010. We have a solid and reliable history in the community. We have the space, parking and kitchen to meet the requirments for the license.

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 12637

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPRESSO LUBE
605 W LAKEWAY RD
GILLETTE, WY 82718

JRP ENTERPRISES
JOSH PETERSON
605 W LAKEWAY RD
GILLETTE, WY 82718

EXPIRATION DATE:
7/27/2025

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

PO Box 3002 • 2400 S Douglas Highway • Gillette, WY 82718 • (307)686-3331 • Fax: (307)686-3363 • cwestbrook@fnbgillette.com

October 10, 2024

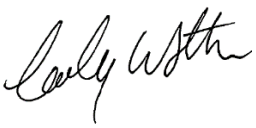
To whom it may concern

RE: JRP Enterprises LLC d.b.a. Expresso Lube LLC

JRP Enterprises LLC has been a valued customer of First National Bank of Gillette since 2009. They have had an active account with us since 2009 and have paid on time and as agreed on all loans.

If you require further information, please feel free to contact me at 307-686-3331.

Best regards,



Cassidy Westbrook
Vice President
Commercial Loan Officer
NMLS # 1628905

Gillette Police Department

P.O. Box 518
Gillette, WY 82717
Website: www.gillettewy.gov

Administration: (307) 686-5232
Non-Emergency: (307) 682-5155
Administration Fax: (307) 686-0396

Chief of Police
Chuck Deaton

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: JRP Enterprises

Common name (doing business as): Expresso Lube

Street address: 605 W. Lakeway Road Gillette WY 82718

Phone #: 307-682-7339 (store) (Josh cell) 307-689-9787

Type of license: Retail Limited Restaurant (Bar & Grill) Delivery

Hours of Operation

Our planned hours of operation are: 6am - 10pm M-F
Saturday - 7-10
Sunday - 7-10

Last call will be 30 **minutes before closing and last service will be** 20 **minutes before closing.**

Format

The premises will be operated as: Cafe side is wanting to serve alcohol. We are willing to make facility changes to seperate the Lube shop, to operate as a bar & grill. Still serve all the same drinks & food as normal just offer some alcoholic drinks & open later.

Include:

Nature of business	Regular Events	Special Events
Bar	Happy hour	Competitions of strength
Package Liquor	Live Entertainment	Sexually oriented entertainment
~~Restaurant~~		Other special events

(All outside events require a malt beverage or catering permit.)

Security / Crowd Control / Capacity Limits

The official capacity limit for our business is: 49

In order to comply with our capacity limits we shall: The Steff will manage Customer flow by wait list, or limited seating. Prioritize out door seat when possible. Post signage. Have sufficient exits

We shall maintain peace and order in and around our business by: Staff training, hire a bouncer if needed, call local police or 911

Rules of the establishment shall be enforced by: Staff

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen to twenty year old servers in restaurants if applicable, our establishment will: Verify age at time of employment. Will not allow 18-20 years olds to mix or dispense alcohol. Only serve alcohol we will have a qulifiedofaged bartender.

If you retain full retail license, do you plan on alcohol delivery? Yes or (No)
What is your operational plan to ensure compliance with state statute if you answered yes?

Signature of License Holder — 10/10/24 Date

Joshua C. Peterson
Printed Name

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

A Public Hearing to Consider Amendments to the Gillette City Budget for FY2024-2025.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
Public Hearing Notice

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held for the purpose of amending the City of Gillette's budget for the Fiscal Year 2024-25 budget year. Said hearing will be held on Tuesday, the 5th day of November, 2024, in the City Council Chambers at the hour of 6:00 p.m. or as soon thereafter as the City Council may order. The proposed adjustments are as follows:

SUMMARY OF BUDGET

ESTIMATED REVENUES:

General Fund		
Taxes	$	29,568,920
License and Permits		912,541
State & Federal Shared Revenues		4,791,240
Grants & Loans		4,993,615
Charges for Services		4,746,289
Other Revenues		6,244,211
Application of Unassigned Cash		10,189,012
One Percent Tax		49,901,808
LID 652 - Interstate Industrial		106,945
Madison Water Line		47,551,025
Utilities Administration		3,108,792
Solid Waste		3,784,361
Water		21,515,598
Power		38,199,412
Sewer		38,612,343
Fiber		531,972
City West Operations		1,071,003
City Warehouse		232,100
Vehicle Maintenance		6,331,528
Health Insurance		7,299,380
Insurance		1,491,352
Grand Total	$	281,183,447

ESTIMATED EXPENSES:

Mayor and Council, General	$	196,340
Administration, General		599,429
Special Projects, General		18,891,727
City Attorney, General		709,571
Human Resources, General		775,063
Safety and Risk Management, General		210,364
Finance, General		1,145,401
Customer Service, General		1,419,430

Purchasing, General		315,467
Information Technology, General		5,161,189
Police, General		12,012,215
Dispatch, General		1,364,130
Victims Advocate, General		259,387
Animal Control, General		441,202
Animal Shelter Operations, General		771,179
City Hall Maintenance, General		1,802,156
Public Works Administration, General		470,508
Parks, General		2,876,528
Forestry, General		323,201
Streets, General		3,630,514
Traffic Safety, General		936,154
Engineering, General		1,378,099
Building Inspection, General		849,553
Planning, General		399,558
Code Compliance, General		186,319
Gillette Public Access, General		380,317
City Clerk, General		332,785
Judicial/Parking Control, General		473,584
Public Affairs, General		319,589
One Percent Tax, Capital Projects		49,901,808
LID 652 - Interstate Industrial		106,945
Madison Water Line, Enterprise		45,929,525
Utilities Administration, Enterprise		764,531
Electrical Engineering, Enterprise		902,552
SCADA, Enterprise		1,441,709
Solid Waste, Enterprise		3,784,361
Water, Enterprise		20,406,834
Swimming Pool, Enterprise		105,538
Power, Enterprise		35,577,345
Sewer, Enterprise		30,933,108
Fiber, Enterprise		531,972
City West Operations, Intergovernmental		1,066,514
City Warehouse Operations, Intergovernmental		232,100
Vehicle Maintenance, Intergovernmental		6,331,528
Health Fund, Insurance		7,299,380
Insurance, Insurance		1,311,364
Grand Total	$	265,258,073

Publish: October 26, 2024

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2024-2025.

BACKGROUND:

This is the first budget amendment to the FY2024-2025 Council approved budget, which was approved by Council on June 18, 2024. This amendment adds an additional $112,631,158 in expenditure authority. The amendment includes:

1. Carryover requests funded by application of unassigned cash and/or offsetting revenue totaling $99,115,621, distributed as follows:
General Fund - $9,112,059
1% Fund - $19,453,350
Madison Fund - $45,648,525
Solid Waste Fund - $1,000
Water Fund - $1,107,857
Wastewater Fund - $22,340,822
City West Fund - $250,000
Warehouse Fund - $1,918
Vehicle Maintenance Fund - $22,000
Vehicle Replacement Fund - $1,178,090

2. New/Additional funding requests funded by application of unassigned cash and/or offsetting revenue totaling $13,515,537, distributed as follows:
General Fund - Various increases and adjustment of $186,211; Increase of $600,000 for Enzi Practice Field Improvements; Increase of $1,500,000 for Council of Community Services Emergency Homeless Shelter Phase II (100% grant funded); Transfer of $101,205 of unused Police Officer wages due to vacancies for two additional Community Service Officer positions (net effect of $0); Increase of $341,557 for Sworn Police Officer wage increases. Net increase of $2,627,768.
1% Fund - Increase of $533,800
Solid Waste Fund – Increase of $45,000
Water Fund - Increase of $10,057,456 for 30” Madison Transmission Line Repair
Wastewater Fund – Increase of $75,000
Vehicle Replacement Fund – Increase of $131,513
Property and Liability Insurance Fund – Increase of $45,000

A detailed itemization of the budget amendment requests is attached. All requests included for

consideration have been reviewed and recommended for approval by the Finance Department and Administration.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the Resolution to amend the City of Gillette budget for the 2024-2025 Fiscal Year.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
FY25 Budget Amendment #1 Summary
FY25 Budget Amendment #1 Resolution

FY2025 BUDGET AMENDMENT #1, November 5, 2024

Revenue Budget Amendment Adjustments:

Carryover:

General Fund:

Application of Unassigned Cash for Carryover Items - General Fund	8,751,920	
Federal Grant Revenue - LWCF Grants for ECSC Improvements (Match 50/50)	362,500	
Federal Grant Revenue - Reduce Highway Safety Grant - Relinquishing Funds	(14,781)	
Miscellaneous Grant Revenue - EUDL, Animal Shelter, Microchip Scanner	12,420	
Total General Fund Carryover Revenue Adjustments:		9,112,059

Other Funds:

Application of Unassigned Cash for Carryover Items - 1% Fund	19,067,871	
Federal Grant Revenue - FEMA BRIC Grant for Donkey Creek Flood Study (Match 75/25)	135,979	
Federal Grant Revenue - LWCF Hidden Valley Grant (Match 50/50)	249,500	
State Grant Revenue - 67% of Madison Pipeline Project, Districts III - VI	30,194,112	
Application of Unassigned Cash - Use of Cap Tax Proceeds for 33% of Madison Project	15,454,413	
Application of Unassigned Cash for Carryover Items - Solid Waste Fund	1,000	
Application of Unassigned Cash for Carryover Items - Water Fund	1,093,639	
Federal Loan - Carryover Mineral Royalty Grant PS1 (Match 5/95)	14,218	
Application of Unassigned Cash for Carryover Items - Sewer Fund	5,944,314	
SLIB Capital Construction Loan for Wastewater Treatment Facility Project (Headworks & Phase II)	6,788,420	
SRF WWTP Phase II Loan Proceeds	15,000,000	
Federal Grant Revenue - Recognize ARPA NEU Direct Distributions/SLFRF Revenue (WWTP Phase II)	457,393	
Application of Unassigned Cash for Carryover Items - City West and Warehouse Funds	251,918	
Application of Unassigned Cash for Carryover Items - Vehicle Maintenance Fund	1,200,090	
Total Other Fund Carryover Revenue Adjustments:		95,852,867
Total Carryover Revenue Adjustments:		**104,964,926**

Additional Requests:

General Fund:

Application of Unassigned Cash for Additional Items - General Fund	1,059,826	
Application of Designated Cash for Additional Items - General Fund	50,000	
Federal Grant Revenue - Recognize ARPA NEU Direct Distributions/SLFRF Revenue (PD Wages)	2,814,867	
Federal Grant Revenue - CDBG Grant Revenue for CCS Emergency Homeless Shelter Phase II	1,500,000	
Miscellaneous Grant Revenue - DCI, GPA	17,942	
Total General Fund Additional Revenue Adjustments:		5,442,635

Other Funds:

Application of Unassigned Cash for Additional Items - 1% Fund	533,800	
Application of Unassigned Cash for Additional Items - Other Funds	177,456	
Application of Unassigned Cash for Additional Items - Vehicle Maint Fund	131,513	
Federal Loan - DWSRF Loan for 30" Madison Water Transmission Main Pipeline Repair	10,000,000	
Property & Liability Insurance Fund - Claim Revenue	45,000	
Total Other Fund Additional Revenue Adjustments:		10,887,769
Total Additional Fund Revenue Adjustments:		**16,330,404**
Total Revenue Adjustments:		**$ 121,295,330**

Expenditure Budget Amendment Adjustments:

Budget Amendment Requests for Carryover Items:

General Fund:

Special Projects - Various Items (Land Board Fleet Depreciation Contribution, CCS Improvements-CDBG Grant Funding)	164,287	
Special Projects - City Hall Space Study	341,269	
Special Projects - Demo of Buildings on City Lots	200,000	
Special Projects - ECSC Proposed Improvements (Workout Facility, Shelter & Beautification, Additional Bleachers)	849,919	
Special Projects - City Pool Reconstruction	3,864,465	
Special Projects - Enzi Practice Field Improvements	1,584,670	
General Fund Various Items (City Wide Training, Safety Coat Program, Spay & Neuter Program, GPA UPS, ECSC Grading)	92,426	
IT - Various IT Hardware items (Firewall upgrade, Drone Program, Blade Center, Website and Agenda Upgrades)	196,199	
PD - 20 Motorola APX 8000 Radios not received until FY24, Indoor Shooting Range, 800MHZ Radio Sites Upgrades	505,609	
Bldg. Maint - PD Stairs Replacement, City Hall Elevator Replacement, IT Telecom room A/C Replacement	1,005,318	
Streets - Salt Shed Building Repairs	57,897	
Traffic Safety - Traffic Safety Storage Shed	250,000	
Total General Fund Carryover Expenditure Adjustments:		9,112,059

1% Fund:

1% - PMS - Various Pavement Rehab, Patches, PMS & Alley Projects, Roto Mill & Overlay & Other Repairs	1,663,162	
1% - Beautification Programs (Adopt-a-planter/Median Improvements)	22,226	
1% - Park Improvements - Various Park & Playground Improvements	929,341	
1% - Irrigation Improvements - Irrigation Central Control Investment Phase I and II	3,234,387	
1% - Street Enhancements - McCann Heights, Westover Road Retaining Wall and Boxelder Road Repairs	1,923,698	
1% - Bridges - Gurley Overpass Deck Repairs	122,945	
1% - Drainage Projects - Various Drainage Improvements, Bank Stabilization, Foothills Blvd Curves/Drainage	2,196,917	
1% - Traffic Signals - Traffic Signal Improvements Westover/4-J Road Intersection Improvements	49,783	
1% - Water Mains - 2023 Water Main Interconnect Project, Sutherland Sub Water Fitting, 7th Street, Sunburst Subdivision	1,411,562	
1% - Sanitary Sewer Mains - Stone pile Interceptor, Fir Avenue Replace; WWTP Green Waste Facility, Twin Spruce Alley	1,064,893	
1% - Lift Stations - Cam-Plex Lift Station Improvements, Heritage Lift Station	6,509,675	
1% - Rail Spur Modifications - Energy Park Rail Spur Improvement	300,000	
1% - Buildings - PD Vehicle Storage Building	24,761	
Total 1% Fund Carryover Expenditure Adjustments:		19,453,350

Madison, Water, Power, Sewer & Other Funds:		
Madison Fund - Gillette Madison Pipeline Project (07EN58) (Funded by state grants - 67%)	32,477,539	
Madison Fund - District Extension Projects (Funded by state grants - 67%)	13,170,986	
Solid Waste Fund - Upfit for Compactor Truck not received in FY24	1,000	
Water Fund - EPA Lead & Copper Rule Expenses	185,758	
Water Fund - PS#1 OSHG Infrastructure	284,356	
Water Fund - SCADA Improvements - AWIA Risk & Resilience	146,108	
Water Fund - CMAR 30" Madison transmission line repair	315,100	
Water Fund - Various Equipment not Received Last Fiscal Year (VFD Well Controls, Valve/Vacuum Excavation Combo)	176,535	
Sewer Fund - Wastewater Treatment Facility High Priority Upgrade (funded by SLIB Cap'l Constr Loan and CWSRF Loan)	21,185,822	
Sewer Fund - Replace air valves throughout WWTF	125,000	
Sewer Fund - Equipment to enhance & improve access control throughout WWTF	100,000	
Sewer Fund - Eyewash stations, WWTF Cranes, Inplant Pump Station upgrade, Aeration Control Improvement	155,000	
Sewer Fund - New Roof and HVAC Improvements throughout Facility	225,000	
Sewer Fund - Administration Building HVAC System	400,000	
Sewer Fund - RAS Upgrade	150,000	
City West - Heated Vehicle Storage Roof coating Project	250,000	
Warehouse Fund - Shelving Units for Vehicle Maintenance Stock Received in FY25	1,918	
Vehicle Maint - Fuel Island Upgrade	22,000	
Vehicle Maint - Equipment not Received Last Fiscal Year (sweeper, 4 plows)	174,230	
Vehicle Maint - Vehicles not Received Last Fiscal Year (Two compactor trucks)	1,003,860	
Total Other Funds Carryover Expenditure Adjustments:		70,550,212
Total Carryover Requests:		**$ 99,115,621**
Requests for New Funds:		
General Fund		
General Fund - Various Items (GPA, Streets equipment upfit, Dog Play Area, ACO Microchip scanners, ECSC Grading, Property Insurance)	55,078	
General Fund - Special Projects - Enzi Practice Field Improvements	600,000	
General Fund - Special Projects - Council Community Services Emergency Homeless Shelter Phase II (100% Grant Funded)	1,500,000	
General Fund - PD - Additional Funds for two new Community Service Officers (offset by savings from position vacancies)	101,205	
General Fund - PD - Savings from position vacancies	(101,205)	
General Fund - PD - CrimeNtel Software purchase to maintain CALEA Compliance	33,600	
General Fund - PD - Additional Funds for Sworn Officer Wage increases	341,557	
General Fund - PD - Upfit for PD Units not received in prior Fiscal Year	7,533	
General Fund - Building Inspection - Building Abatements	90,000	
Total General Fund Additional Expenditure Adjustments:		2,627,768
1%, Water & Other Funds		
1% - Social Services Funding - Personal Frontiers Funding for Audit Services	8,800	
1% - Irrigation Improvements - Additional Funds for Central Control Investment Phase 2	525,000	
Solid Waste Fund - Solid Waste Routing Software	45,000	
Water Fund - Additional Funds for CMAR 30" Madison Transmission Line Repair (DWSRF Loan and origination fee)	10,050,000	
Water Fund - Additional Funds for new valve exercising/vacuum excavation combo	7,456	
Sewer Fund - Additional Funds for WWTP Phase II SRF Loan Origination Fee	75,000	
Vehicle Maint Fund - Additional Funds for multiple vehicle replacement and upfit shortfalls	131,513	
Property/Liability Insurance Fund - Repairs to Decoy Avenue	45,000	
Total Other Funds Carryover Expenditure Adjustments:		10,887,769
Total New Funding Requests		**$ 13,515,537**
Total Expenditure Adjustments:		**$ 112,631,158**
Revenues Over/(Under) Expenditures	8,664,172	

RESOLUTION NO.

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2024-25 FISCAL YEAR PURSUANT TO W.S. 16-4-113.

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

THE CITY BUDGET, AS SO REVISED, ALTERED AND OUTLINED BELOW, BE ADOPTED AS THE OFFICIAL CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

ESTIMATED REVENUES:

General Fund		
Taxes	$	29,568,920
License and Permits		912,541
State & Federal Shared Revenues		4,791,240
Grants & Loans		4,993,615
Charges for Services		4,746,289
Other Revenues		6,244,211
Application of Unassigned Cash		10,189,012
One Percent Tax		49,901,808
LID 652 - Interstate Industrial		106,945
Madison Water Line		47,551,025
Utilities Administration		3,108,792
Solid Waste		3,784,361
Water		21,515,598
Power		38,199,412
Sewer		38,612,343
Fiber		531,972
City West Operations		1,071,003
City Warehouse		232,100
Vehicle Maintenance		6,331,528
Health Insurance		7,299,380
Insurance		1,491,352
Grand Total	$	281,183,447

ESTIMATED EXPENSES:

Mayor and Council, General	$	196,340
Administration, General		599,429
Special Projects, General		18,891,727
City Attorney, General		709,571
Human Resources, General		775,063
Safety and Risk Management, General		210,364

Finance, General		1,145,401
Customer Service, General		1,419,430
Purchasing, General		315,467
Information Technology, General		5,161,189
Police, General		12,012,215
Dispatch, General		1,364,130
Victims Advocate, General		259,387
Animal Control, General		441,202
Animal Shelter Operations, General		771,179
City Hall Maintenance, General		1,802,156
Public Works Administration, General		470,508
Parks, General		2,876,528
Forestry, General		323,201
Streets, General		3,630,514
Traffic Safety, General		936,154
Engineering, General		1,378,099
Building Inspection, General		849,553
Planning, General		399,558
Code Compliance, General		186,319
Gillette Public Access, General		380,317
City Clerk, General		332,785
Judicial/Parking Control, General		473,584
Public Affairs, General		319,589
One Percent Tax, Capital Projects		49,901,808
LID 652 - Interstate Industrial		106,945
Madison Water Line, Enterprise		45,929,525
Utilities Administration, Enterprise		764,531
Electrical Engineering, Enterprise		902,552
SCADA, Enterprise		1,441,709
Solid Waste, Enterprise		3,784,361
Water, Enterprise		20,406,834
Swimming Pool, Enterprise		105,538
Power, Enterprise		35,577,345
Sewer, Enterprise		30,933,108
Fiber, Enterprise		531,972
City West Operations, Intergovernmental		1,066,514
City Warehouse Operations, Intergovernmental		232,100
Vehicle Maintenance, Intergovernmental		6,331,528
Health Fund, Insurance		7,299,380
Insurance, Insurance		1,311,364
Grand Total	$	265,258,073

PASSED, APPROVED AND ADOPTED THIS 5TH DAY OF NOVEMBER, 2024.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publish:

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of an Amendment to a Professional Services Agreement for Design and Bidding Services Associated with the 30" Madison Repair Project, with HDR Engineering, Inc, in the Amount of $107,278.60.

BACKGROUND:

This Amendment to the Professional Services Agreement with HDR, Engineering, Inc includes additional scope work for coordination with Construction Manager at Risk process as well as providing Cathodic Protection testing as part of the pre-construction inspection.

SCHEDULE: The final design and construction drawings are anticipated to be complete in the spring of 2025

ACTUAL COST VS. BUDGET:

The funding for this Professional Services Agreement has been allocated from the Water fund for FY2025.

SUGGESTED MOTION:

I move for Approval of an Amendment to a Professional Services Agreement for Design and Bidding Services Associated with the 30" Madison Repair Project, with HDR Engineering, Inc, in the Amount of $107,278.60.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Agreement
Aerial and Vicinity Map

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") ("ENGINEER") entered into an Agreement on April 19, 2022, to perform engineering services for 30" Madison Transmission Line Repair ("Project");

CITY OF GILLETTE ("OWNER") desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below:

EXHIBIT A
ENGINEER'S SERVICES

REMOVE THE FOLLOWING:

Task 260 – Joint Bonding Technical Memo

- City will provide updated continuity testing report data for the entire section of transmission main included in this project. It is assumed that the testing will be done using a circulating current quantitative method with adequate precision. HDR will review joint bonding analysis contracted by the City to develop design assumptions for joint bonding repairs to be performed. This will be summarized in a technical memorandum provided to the City. HDR may rely upon the information provided by the City.

AND REPLACE WITH THE FOLLOWING

Task 260 – Joint Bonding Technical Memo

- HDR will subcontract with MATCOR to perform updated continuity testing for the section of transmission main included in this project. It is assumed that the testing will be done using a circulating current quantitative method with adequate precision. HDR will review joint bonding analysis to develop design assumptions for joint bonding repairs to be performed. This will be summarized in a technical memorandum provided to the City.

EXHIBIT C
PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

UPDATE PARAGRAPH C2.01, A, 4 TO READ AS FOLLOWS:

4. The total compensation for services under Paragraph C2.01 is estimated to be ~~$433,107.00~~ $540,385.60 based on the following estimated distribution of compensation:

a.	Project Management	$21,647.50	
b.	Study and Report Phase	~~$95,284.00~~	$171,047.60
c.	Permitting	$15,211.00	
d.	Real Estate Services	$22,359.50	
e.	Design Phase	$229,195.00	
f.	Coordination with CMAR	~~$49,410.00~~	$80,925.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	CITY OF GILLETTE ("OWNER")
By: Jason L. Kjenstad	By:_____
Title: Sr Vice President	Title:_____
Date: 9-10-2024	Date:_____

City of Gillette: Water Department
611 Exchange Ave.
Gillette, WY 82716

ATTN: Cooper (CJ) Ellis - Regulatory/Technical Specialist
970-818-1498 | coopere@gillettewy.gov

RE: REV. 1: MATCOR Proposal: Municipal Water System Pipelines Alternating Current Voltage Gradient (ACVG) assessment– Gillette, WY

Dear CJ,

Thank you for your interest in MATCOR, Inc. and the cathodic protection (CP) solutions we provide.

The City of Gillette has requested a proposal for approximately 39,200-ft of Alternating Current Voltage Gradient (ACVG) has been requested for a section of the pipeline assets east of Gillette, WY. MATCOR is pleased to present this proposal with our execution strategy and the investment required to move forward.

The following are key factors to consider in selecting MATCOR:

- *Previous experience and significant expertise at conducting CP and AC over the line survey for existing and new construction pipelines.*
- *Full-service capabilities from an organization whose sole mission is corrosion protection.*
- *Project management skills to ensure quality, budget and schedule goals are achieved to help maximize return on investment.*

MATCOR is committed to providing a safe work environment and experienced personnel on each job site. Our promise and commitment to safety is extended in 100% cooperation with the safety rules, guidelines, policies, and practices of every one of our clients.

We sincerely appreciate the opportunity to offer you our quotation and look forward to subsequent award of this project.

Best Regards,

Dave Arnold

Dave Arnold | Account Manager | Rockies
1980 Skyview Dr. | Casper, WY 82604
C 307-401-2534 | darnold@matcor.com

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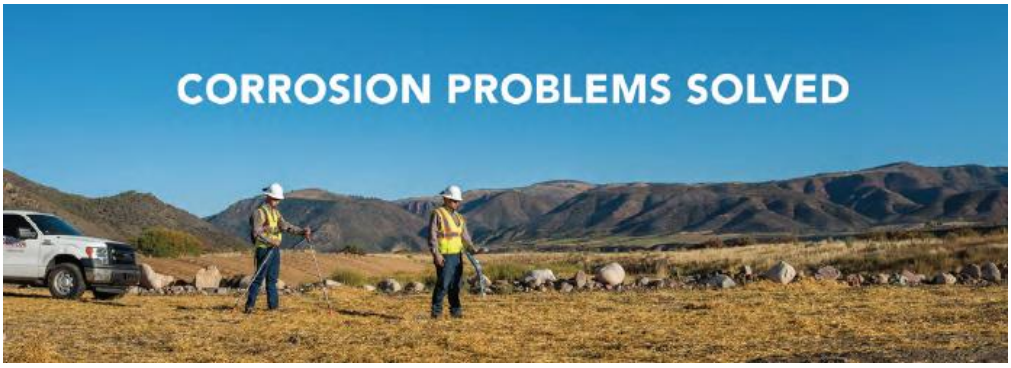
MATCOR CATHODIC PROTECTION PROPOSAL

City of Gillette, WY
Alternating Current Voltage Gradient (ACVG) Assessment
Gillette, WY



MATCOR Proposal
30 January 2024

The reader acknowledges that the information provided by MATCOR, in this proposal is confidential; therefore, the reader agrees not to disclose this information without the express written permission of MATCOR.

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PROJECT UNDERSTANDING

The City of Gillette has requested MATCOR provide pricing Alternating Current Voltage Gradient (ACVG) assessment has been requested for a section of the pipeline assets east of Gillette, WY. The following documents with the RFQ and are the basis for the proposal. Below is a summary of line segments as described in the RFQ information.

MadisonSteelPipes Overview.pdf

Pipelines for Survey:

- 30” Pipeline – 42 miles
- 42” Pipeline – 42 miles

EXECUTION PLAN – ACVG/DCVG

Final data presentation to be delivered within 30 days after completion of field work for each pipeline surveyed and it includes a report indicating where the surveyed assets are below established protection criteria. MATCOR will also provide survey data and categorize the data. If applicable, locations will be temporarily marked, and these locations will be logged via GPS.

DCVG	**1-35% Minor**	**35-50% Moderate**	**50-100% Severe**
ACVG	**30-50dBµV Minor**	**50-70dBµV Moderate**	**70-100dBµV Severe**

MATCOR is going to provide all personal and the required equipment and tools to complete the actual indirect surveys. Traffic control, permitting, and drilling pavement is not included in this proposal and if required will be supplied by others.

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CREW BUILD & SCHEDULING

Each MATCOR survey crew minimally consists of the following:

- Survey Crew Leader
- Locator
- Support (wire picker)

MATCOR proposes to complete survey with a 3-man crew within requested timeline contained in the RFQ. The following anticipated milestone dates are provided below:

- **Pre-Job Safety, OQ & Project Meeting –** To be determined
- **Completion of ACVG/DCVG –** Notice given 2-4 weeks prior to mobilization.
- **Final Report and Close-out Meeting -** Final reports will be completed 30 days after each segment is completed. Daily data will be provided by 9:00 am each day.

MATCOR survey crews utilize the latest survey equipment from AI Allegro MX & QX with GPS upgrade, Trimble GPS, complete with locators, AI GPS 300 interrupters, voltmeters, and other testing and survey equipment. A meeting with all applicable stakeholders, both operator and provider, shall be held prior to project start date.

Daily field reports will be sent to applicable City of Gillette inspector for review and acceptance. The stakeholders from the City of Gillette will have access to MATCOR's Indirect Survey Application for the duration of the project. This application provides access to field data as the survey is being completed, and the City of Gillette will be able to track MATCOR's progress, review data, and run reports online.

SPECIAL CONSIDERATIONS:

The accuracy of ACVG/DCVG decreases as pipe depth increases. After a depth of 10-feet the data acquired via ACVG/DCVG can become unreliable and MATCOR will not be able to confirm the accuracy and data obtained in areas of trenchless installation.

Cost Estimate:

- Day Rate for ACVG (Est. 8 days): $ 3,400
- MATCOR CP Technician Management (Est. 12 days): $ 1,600
- Data Management and Report: $ 1,050

ACVG/DCVG Pricing: $ 47,450*

- ***NOTE – Pricing is estimated, and invoicing will be based on mobilization, demobilization, & actual time spent in the field.***

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PRICING ASSUMPTIONS and CLARIFICATIONS:

1. The City of Gillette segments shall be awarded as a full set and work can be performed continuously and in a single mobilization.
2. Costs for mobilization / demobilizations are included in the pricing above Additional mob/demob required to facilitate client changes to the schedule can be charged at a day rate of $3,400 per travel day per crew.
3. The City of Gillette shall provide access to all R/Ws and shall coordinate with landowners.
4. Time lost from client-induced delays can be charged at $270/hour.
5. Time has been allotted in the project pricing for installing interrupters on foreign current sources. If unforeseen additional troubleshooting and foreign interference mitigation / interruption is required, crew time for these efforts will be charged at the rates below.
6. Pricing excludes modification of AC mitigation systems. AC mitigation system components may create errors in survey readings. These systems may require temporary disconnection or a longer survey cycle to allow for discharge of the decoupling devices. Additional time required for modifications to the survey schedule due to these or similar unforeseen issues will be charged at $270/hour.
7. Data shall be collected at 2.5-foot intervals per the industry standard. The number of unique readings during the interrupted survey will be determined by the speed of the interruption cycle. *(For example, a Matcor surveyors typically surveys at a rate of 2 feet per second. If an interrupter is interrupting on a cycle of 4 seconds ON, 1 second OFF – 5 seconds total – then the surveyor will collect a unique reading every 10 feet.)* If the speed of the surveyor is restricted by City of Gillette, then the survey will be performed at a day rate rather than at the per mile rate quoted.
8. Workdays shall be Monday through Saturday, 10 hours per day.
9. MATCOR will work with City of Gillette to schedule around seasonal issues (excessive heat, ice, mature crops, etc.). If right-of-way conditions are unsafe or survey speed is significantly impacted due to these issues, we will request rescheduling of the survey until later in the year.
10. Cutting of native vegetation is not included in the pricing above. Right-of-ways must be maintained well enough to facilitate a safe survey. Vegetation removal shall be charged on a cost-plus basis as shown below if required.
11. City of Gillette shall not be charged for weather delays. However, if a prolonged weather event is expected, MATCOR may request that the project is delayed allowing redeployment of crews to other areas.
12. Traffic control is excluded. Any traffic control will be charged at rates shown below.
13. Any additional costs for hourly services, subcontract services, consumable materials, or rental equipment shall be requested in writing before incurring any costs.
14. ~~MATCOR terms are Net 30 days on all invoices. Terms and conditions to be based upon MATCOR standard Terms and Conditions or applicable MSA.~~
15. All information in this document is valid for 60 days from the date of publication.

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Possible Cost Adders

Cost Adder	Rate
Client-induced delays, troubleshooting, additional work	$270/hour
Consumable materials	Cost plus 15%
Subcontract services	Cost plus 15%
Equipment rental	Cost plus 10%

PROPOSAL ACCEPTANCE

Approved By: **Date:**

_____ _____

City of Gillette

_____ _____

MATCOR, Inc.

The reader acknowledges that the information provided by MATCOR, Inc. in this proposal is confidential; therefore, the reader agrees not to disclose this information without the express written permission of MATCOR, Inc.

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City of Gillette: Water Department
611 Exchange Ave.
Gillette, WY 82716

ATTN: Cooper (CJ) Ellis - Regulatory/Technical Specialist
970-818-1498 | coopere@gillettewy.gov

RE: REV 2: MATCOR Proposal: Municipal Water System Pipelines – Circulating Current Testing between Test Stations– Gillette, WY

Dear CJ,

Thank you for your interest in MATCOR, Inc. and the cathodic protection (CP) solutions we provide.

The City of Gillette has requested a proposal for approximately 18,800-ft of continuity testing between test stations on piping assets located near Gillette, WY. MATCOR is pleased to present this proposal with our execution strategy and the investment required to move forward.

The following are key factors to consider in selecting MATCOR:

- *Previous experience and significant expertise at conducting CP and AC over the line survey for existing and new construction pipelines.*
- *Full-service capabilities from an organization whose sole mission is corrosion protection.*
- *Project management skills to ensure quality, budget and schedule goals are achieved to help maximize return on investment.*

MATCOR is committed to providing a safe work environment and experienced personnel on each job site. Our promise and commitment to safety is extended in 100% cooperation with the safety rules, guidelines, policies, and practices of every one of our clients.

We sincerely appreciate the opportunity to offer you our quotation and look forward to subsequent award of this project.

Best Regards,

Dave Arnold

Dave Arnold | Account Manager | Rockies
1980 Skyview Dr. | Casper, WY 82604
C 307-401-2534 | darnold@matcor.com

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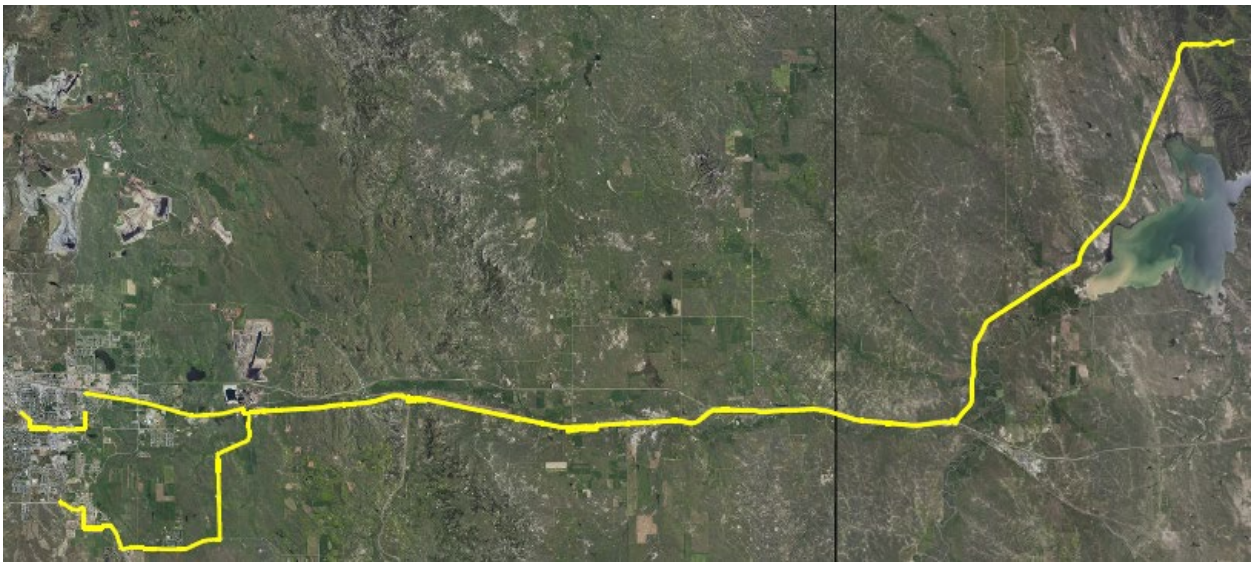
PROJECT UNDERSTANDING

The City of Gillette has requested a proposal for approximately 18,800-ft of circulating current testing between test stations on piping assets located near Gillette, WY. The following document with the RFQ is the basis for the proposal. Below is a summary of line segments as described in the RFQ information.

MadisonSteelPipes Overview.pdf



Pipelines for Survey:

- 30” Pipeline – 42 miles
- 42” Pipeline – 42 miles

EXECUTION PLAN – Continuity Testing:

MATCOR will provide testing and engineering to help determine status of existing CP systems, continuity/isolation, recommend best practices of protecting piping assets from corrosion, and continued operation of the CP systems.

- Mobilize a MATCOR AMPP Certified Technician to the right of way to perform the following testing, per HDR Recommendations.
- HDR SOW - Circulating Current Test: This test connects to wires to a distant test station and current is run through the circuit with one wire, the second wire determines the voltage drop of the pipe and resistance is directly determined to a local test station.
- Identify all established test points (test stations and risers) and foreign line crossings noting Lat/Long locations for all test points.

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- Locate and assess cathodic protection rectifiers for operation and take as found volt and amp readings.

- Interrupt all influencing rectifiers using geo-synchronous interruption and take On/Instant Off potential measurements at all test stations.
- Continuity/isolation will be determined between test stations using a “steady cell – moving structure” protocol between discreet test stations and discreet pipelines as applicable.
- Continuity will be ascertained during the Off cycle or with all CP disconnected and the structures depolarized.
- Issue formal report of findings included tabulated data collected and recommendations for continued operation or remediations.

COST ESTIMATE:

➢ **Day Rate for Continuity Testing (Est. 12 field days):**	**$ 1,600**
➢ **Reporting data collected:**	**$ 2,226**
Budgetary Estimate for Continuity Survey Pricing*:	**$ 21,426**

❖ ***NOTE – Pricing is estimated, and invoicing will be based on mobilization, demobilization, & actual time spent in the field at the above Day-Rate.***

PRICING ASSUMPTIONS and CLARIFICATIONS:

1. The City of Gillette segments shall be awarded as a full set and work can be performed continuously and in a single mobilization.
2. Costs for mobilization / demobilizations are included in the pricing above. Additional mob/demob required to facilitate client changes to the schedule can be charged at a.
3. The City of Gillette shall provide access to all R/Ws and shall coordinate with landowners.
4. Time lost from client-induced delays can be charged at $160/hour.
5. Time has been allotted in the project pricing for installing interrupters on foreign current sources. If unforeseen additional troubleshooting and foreign interference mitigation / interruption is required, crew time for these efforts will be charged at the rates below.
6. Pricing excludes modification of AC mitigation systems. AC mitigation system components may create errors in survey readings. These systems may require temporary disconnection or a longer survey cycle to allow for discharge of the decoupling devices. Additional time required for modifications to the survey schedule due to these or similar unforeseen issues will be charged at $160/hour.
7. Workdays shall be Monday through Saturday, 10 hours per day.
8. MATCOR will work with City of Gillette to schedule around seasonal issues (excessive heat, ice, mature crops, etc.). If right-of-way conditions are unsafe or survey speed is

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significantly impacted due to these issues, we will request rescheduling of the survey until later in the year.

9. Cutting of native vegetation is not included in the pricing above. Right-of-ways must be maintained well enough to facilitate a safe survey. Vegetation removal shall be charged on a cost-plus basis as shown below if required.
10. City of Gillette shall not be charged for weather delays. However, if a prolonged weather event is expected, MATCOR may request that the project is delayed allowing redeployment of crews to other areas.
11. Traffic control is excluded. Any traffic control will be charged at rates shown below.
12. Any additional costs for hourly services, subcontract services, consumable materials, or rental equipment shall be requested in writing before incurring any costs.
13. ~~MATCOR terms are Net 30 days on all invoices. Terms and conditions to be based upon MATCOR standard Terms and Conditions or applicable MSA.~~
14. All information in this document is valid for 60 days from the date of publication.

Possible Cost Adders

Cost Adder	Rate
Client-induced delays, troubleshooting, additional work	$160/hour
Consumable materials	Cost plus 15%
Subcontract services	Cost plus 15%
Equipment rental	Cost plus 10%

PROPOSAL ACCEPTANCE

Approved By: **Date:**

_____ _____

City of Gillette

_____ _____

MATCOR, Inc.

The reader acknowledges that the information provided by MATCOR, Inc. in this proposal is confidential; therefore, the reader agrees not to disclose this information without the express written permission of MATCOR, Inc.

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Schedule of Technical Services Rates - Effective January 2021

Rev 1: 3/19/21

Technical Personnel	Standard Billing Rates: Straight Time Per Hour	Over Time Per Hour	Expenses Per Diem
Engineering & Technical Services			
Professional Engineer	$ 225.00	-	$ 160.00
CP IV Engineer	$ 190.00	-	$ 160.00
CP III / Senior Corrosion Engineer	$ 160.00	-	$ 160.00
Corrosion Engineer	$ 130.00	-	$ 160.00
CP II Senior Technician	$ 125.00	$ 165.00	$ 160.00
CP II	$ 115.00	$ 150.00	$ 160.00
CP I	$ 90.00	$ 115.00	$ 160.00
Lead Surveyor	$ 75.00	$ 100.00	$ 160.00
Technician Assistant	$ 60.00	$ 80.00	$ 160.00
Drafting & Clerical Services			
Drafting / CAD / Computer Data Processor	$ 75.00	$ 100.00	
Word Processing /Clerical	$ 50.00	$ 65.00	

Vehicles	Per Day
4WD Truck with Tools	$ 150.00
1 Ton Pickup	$ 205.00

Notes:

1) Personnel rates includes the use of instrumentation, equipment, tools as required for all normal field activities, all payroll, insurance, benefits, overhead, state and federal taxes.
2) Rates are based on an 8 hour day. A minimum of 1/2 day will be charged. Premium charges will be invoiced for weekends, holidays, or hours worked in excess of 40 per week (M-F).
3) Vehicle rates include all mileage, equipment maintenance, operating costs, insurance and taxes.
4) Rental Equipment - will be charged at Cost + 15%
5) Commercial Transportation - (Airlines, rental transportation, tolls, etc.) Cost + 15%
6) Materials & Subcontract Services - Cost + 15%
7) Standby Rate: Work stoppage beyond MATCOR's control (ROW problems, client directive) shall be billed per above rate sheet costs not to exceed 8 hrs/day.

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Schedule of Construction Rates - Effective January 2021

Rev 1: 3/19/21

Construction Personnel (Operator Qualified)	Straight Time Per Hour	Over Time Per Hour	Expenses Per Diem
Project Manager	$ 135.00	$ 175.00	$ 160.00
Project Supervisor	$ 120.00	$ 155.00	$ 160.00
Construction Foreman	$ 92.00	$ 120.00	$ 160.00
Deep Well Driller	$ 92.00	$ 120.00	$ 160.00
Equipment Operator	$ 77.00	$ 100.00	$ 160.00
CDL Truck Driver	$ 60.00	$ 80.00	$ 160.00
Leadman	$ 60.00	$ 80.00	$ 160.00
Laborer	$ 55.00	$ 70.00	$ 160.00

Vehicles	Per Day
1/2 Ton Truck (4WD Truck with Tools)	$ 150.00
3/4 Ton Truck (4WD Truck with Tools)	$ 175.00
1 Ton Field Truck w/ trailer (foreman truck)	$ 205.00
2 Ton Field Truck (material truck)	$ 275.00

Construction Field Equipment	Per Day
Water Truck w/ trailer/tank/pump	$ 550.00
Drilling Rig (GEFCO 40K)	$ 1,725.00
Drilling Rig (GD 1400 or Speed Star 30K)	$ 1,550.00
Drilling Rig (GEFCO 20K)	$ 1,350.00
Hydrovac Rig	$ 1,320.00
Backhoe w/ Trailer	$ 240.00
Trencher or Trencher w/ Trailer (Aztec)	$ 205.00
Vacuum Excavation Trailer	$ 450.00
Coke Breeze Pump	$ 150.00
Portable Pit - $750/hole where required	
Mud Shaker w/ trailer	$ 450.00
Semi Truck/Trailer	$ 460.00
Gooseneck Trailer	$ 60.00
Skid Steer	$ 175.00
Excavator	$ 325.00
HDD Rig with support vehicles and equipment	$ 3,775.00
Drilling Rig (Sub-Contract)	Cost + 15%
Auger Truck (20' Max)	Cost + 15%
Vacuum/Water Truck (Sub-Contract)	Cost + 15%
Air Boat, Marsh Buggy, UTV/Quad, Others	Cost + 15%

Notes:

1) Personnel rates includes the use of instrumentation, equipment, tools as required for all normal field activities, all payroll, insurance, benefits, overhead, state and federal taxes.
2) Rates are based on an 8 hour day. A minimum of 1/2 day will be charged. Premium charges will be invoiced for weekends, holidays, or hours worked in excess of 40 per week (M-F).
3) Vehicle rates include all equipment maintenance, operating costs, insurance and taxes.
4) Rental Equipment - will be charged at Cost + 15%
5) Commercial Transportation - (Airlines, rental transportation, tolls, etc.) Cost + 15%
6) Materials & Subcontract Services - Cost + 15%
7) Standby Rate: Work stoppage beyond MATCOR's control (ROW problems, client directive) shall be billed per above rate sheet costs not to exceed 8 hrs/day.
8) Equipment subject to availability

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30-INCH MADISON TRANSMISSION CONDITION ASSESSMENT

CITY OF GILLETTE
Information Technology GIS
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 equals 6,019 feet

1 inch equals 1.14 miles

July 08, 2024

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

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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Enzi Practice Field Improvements Project to Powder River Construction, Inc., in the Amount of $1,891,308.50.

BACKGROUND:

The Enzi Practice Field Improvements Project will provide major renovations and updates to the existing baseball fields along Enzi Drive south of the Campbell County Recreation Center. Improvements will include the following: removal and replacement of the existing infield material, installation of field irrigation and related appurtenances, fencing of all four fields, a gravel pathway to the intersection of Enzi and Shoshone Ave, regrading and redressing of the existing parking lot and a new storage shed for the Parks Division equipment.

WHEN CONSTRUCTED: The existing fields were first constructed in the summer of 2011 and provided backstops, bases and aggregate infields. A gravel parking lot was also constructed.

WHY NEEDED: The fields have deteriorated over the last several years and have required more intense and frequent maintenance. High levels of use by community sports organizations and the public have contributed to the maintenance load as well as wear and tear on the existing facility. To meet the public use demand, as well as provide a more maintainable facility, staff recommended a full redesign of the fields by PCA Engineering, Inc. The redesign forms the basis of this award.

BID ALTERNATES: Two (2) Bid Alternates were included with the bid package.

Bid Alternate A would provide the necessary field lighting improvements for the fields and some parking lot lights. Field lighting improvements would include relocating the existing fields lights from the Junior Football Fields at Dalbey Memorial Park while also installing additional lighting around the outfields to ensure no dark spots are on the fields. The lights would allow practice to proceed later into the evenings and potentially allow these fields to host full games, supplementing the existing inventory of game fields within Gillette. Parking lot lighting would also be provided with this bid alternate.

Bid Alternate B would provide a 20 x 30 foot cold storage building for the Parks Division's use. This would provide a secure on-site location to store maintenance equipment and materials; such as mowers, infield groomers, infield material, tools, etc. greatly improving maintenance efficiency

and eliminating equipment and material mobilization time. Without the storage building, staff would be less efficient in providing daily maintenance, due to daily mobilization of equipment and material, thus reducing the level of service that could be provided for the fields.

SCHEDULE: Construction for this project is anticipated to begin in spring of 2025. However, the contract allows for the start of work as early as weather allows. Project completion is anticipated for fall of 2025. The fields are anticipated to be in a "Playable" condition by spring of 2026.

ACTUAL COST VS. BUDGET:

This project is funded with General Fund monies. Bids were received at 3:00PM on Tuesday, October 15th, 2024 for this project. Two (2) bidders submitted regular and responsive bids:

Bidder	Base Bid	Add/Alt A	Add/Alt B
		Field Lighting	(20 x 30 Cold Storage Building)
Powder River Construction	$1,778,008.50	$799,600.00	$113,300.00
Dan Hart Patrol Service	$1,827,598.40	$883,672.00	$155,100.00
Engineer's Estimate (PCA Engineering, Inc.)	*$1,721,170.15*	*$758,506.40*	*$177,660.00*

Resolution of arithmetic errors did not produce a change in low bid or low bidder order. The attached Engineer's Recommendation by PCA Engineering, Inc. summarizes the bids received and identifies Powder River Construction as the Low Bidder for the Base Bid and any combination of Bid Alternates.

Based on available funding, staff recommends award of the Base Bid and alternate B (20' x 30' Storage Building) to Powder River Construction, Inc. in the amount of $1,891,308.50.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the Enzi Practice Field Improvements Project to Powder River Construction, Inc., in the Amount of $1,891,308.50.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
24EN27-Engineer's Recommendation
24EN27-Bid Tabulation
24EN27-Overall Project Layout
24EN27-Reference Map

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

October 16, 2024

Toby Fiske
City of Gillette
Engineering Department
201 E 5th Street
Gillette, WY 82716

RE: Enzi Practice Field Improvements
Project No. 24EN27

Dear Toby,

Bids were received at 3:00 p.m. on Tuesday, October 15, 2024, for the above referenced project. A total of two (2) contractors submitted bids. There were three (3) addenda for this project and were acknowledged on all bids. Proper Bid Security in the form of a Bid Bond in the amount of five percent (5%) of the bid amounts was included with both bids as well as the "Certificate of Residency Status."

There was one mathematical error found with Powder River Construction's bid. The extension on one bid item was wrong and has been corrected in the total and on the bid tabs. The error was a minor amount and will not impact the bidding outcome. The bids are tabulated as follows:

Dan Hart Patrol Service	**Base Bid = $1,827,598.40**
	Additive Alternate A = $ 883,672.00
	Additive Alternate B = $ 155,100.00
Powder River Const.	**Base Bid = $1,778,008.50**
	Additive Alternate A = $ 799,600.00
	Additive Alternate B = $ 113,300.00
Engineer's Estimate	Base Bid = $1,721,170.15
	Additive Alternate A = $ 758,506.40
	Additive Alternate B = $ 177,660.00

P.O. BOX 2185, 4506 WIGWAM BOULEVARD
GILLETTE WYOMING 82716
(307) 687-0600 (307) 687-7022 FAX

WEBSITE: www.pcaengsur.com
EMAIL: pca@pcaengsur.com

A bid tabulation form with the comparable unit pricing and totals is attached. The low bid of the Base Bid is 6.2% above the Engineer's Estimate and 6.7% below the average of the bids. The low bid of the Additive Alternate A is 5.4% above the Engineer's Estimate and 5.0% below the average of the bids. The low bid of the Additive Alternate B is 36.2% below the Engineer's Estimate and 15.6% below the average of the bids.

The bids were competitive throughout. In comparing the low bidder's unit pricing to the average of the bidders and with the low bid and highest unit prices among bidders, the biggest variations in the Base Bid were in the Mobilization and Warning track material items. In comparing the low bidder's unit pricing to the Engineer's Estimate, the major differences were with Mobilization, Unclass. Ex, Surplus Material, 4" Agg, Infield Mix, and Trenching/wire/conduit items.

There is not a combination of Base Bid/Alternate A/Alternate B that would create a different apparent low bidder as Powder River Construction was low on all three.

The two (2) bidders are local contractors and have worked on similar projects throughout the region and for the City of Gillette.

The low bidder has met the requirements for bidding. If the funds are available, I recommend the City of Gillette award the Enzi Practice Field Improvements project for any combination of Base Bid and Alternates deemed appropriate, to Powder River Construction.

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

Sincerely,

PCA Engineering, Inc.

Thomas A. Sylte, P.E.
Project Engineer

TAS/tas

Attachments: Bid Tabulation Form
Contractor Bids

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

				Dan Hart Patrol		PRC		Engineer's Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID								
01020	**Contract Pay Items**								
01020.01	Mobilization	L.S.	1	$137,500.00	$137,500.00	$58,500.00	$58,500.00	$101,246.60	$101,246.60
01020.02	Contract Bonds	L.S.	1	$19,000.00	$19,000.00	$10,000.00	$10,000.00	$14,463.80	$14,463.80
01020.03	Force Account	L.S.	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
01020.04	Plant Investment Fee	L.S.	1	$23,000.00	$23,000.00	$23,000.00	$23,000.00	$23,000.00	$23,000.00
01020	**Field Engineering**								
01050.01SP	Construction Staking	L.S.	1	$8,500.00	$8,500.00	$6,400.00	$6,400.00	$10,000.00	$10,000.00
01050.02SP	Quality Control Testing	L.S.	1	$5,800.00	$5,800.00	$5,100.00	$5,100.00	$5,000.00	$5,000.00
01500	**Sediment & Erosion Control**								
01500.11	Construction Stormwater Management	L.S.	1	$4,000.00	$4,000.00	$3,800.00	$3,800.00	$14,463.80	$14,463.80
01500.15	Install Wattles	L.F.	150	$10.00	$1,500.00	$7.25	$1,087.50	$10.00	$1,500.00
01510	**Traffic Control**								
01510.01	Construction Signing And Traffic Control	L.S.	1	$4,500.00	$4,500.00	$6,400.00	$6,400.00	$3,615.95	$3,615.95
01510.03	Project Identification Sign	EA	1	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
02210	**Excavation and Embankment**								
02210.01	Unclassified Excavation Above Subgrade	C.Y.	13550	$2.25	$30,487.50	$3.60	$48,780.00	$8.40	$113,820.00
02210.04	Surplus Material Disposal	C.Y.	13300	$2.25	$29,925.00	$1.50	$19,950.00	$10.00	$133,000.00
02210.06	Imported Borrow (Sand)	C.Y.	125	$84.00	$10,500.00	$10.50	$1,312.50	$20.00	$2,500.00
02210.076	6" Paved Road Subgrade Processing	S.Y.	1800	$4.25	$7,650.00	$1.50	$2,700.00	$6.50	$11,700.00
02210.11SP	Infield Material Removal	C.Y.	1000	$8.00	$8,000.00	$9.65	$9,650.00	$20.00	$20,000.00
02220	**Trench Excavation**								
02220.02	Underground Facility Locates	EA	4	$450.00	$1,800.00	$843.00	$3,372.00	$625.00	$2,500.00
02225	**Trench Backfill**								
02225.02	Install Trench Foundation	TONS	60	$38.00	$2,280.00	$49.00	$2,940.00	$60.00	$3,600.00
02231	**Aggregate Sub-Base and Base Courses**								
02231.014	4” Aggregate Base	S.Y.	5550	$8.30	$46,065.00	$12.10	$67,155.00	$18.00	$99,900.00
02231.016	6” Aggregate Base (Pathway)	S.Y.	1600	$15.60	$24,960.00	$18.00	$28,800.00	$18.00	$28,800.00
02280	**Topsoil**								
02280.01	Place Topsoil	C.Y.	1150	$2.00	$2,300.00	$3.90	$4,485.00	$2.75	$3,162.50
02280.03	Stockpile Topsoil	C.Y.	4810	$2.00	$9,620.00	$3.15	$15,151.50	$2.75	$13,227.50
02530	**Concrete Sidewalks, Driveway Approaches, Curb Turn Fillets, Valley Gutters,Misc.**								
02530.136	Install Miscellaneous Concrete (6")	S.F.	290	$20.00	$5,800.00	$13.10	$3,799.00	$20.00	$5,800.00
02570	**Adjusting Street Fixtures**								
02570.01	Adjust Manhole	EA	2	$900.00	$1,800.00	$1,000.00	$2,000.00	$800.00	$1,600.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	HIGH UNIT PRICE	LOW UNIT PRICE	AVE UNIT PRICE
	BASE BID					
01020	**Contract Pay Items**					
01020.01	Mobilization	L.S.	1	$137,500.00	$58,500.00	$98,000.00
01020.02	Contract Bonds	L.S.	1	$19,000.00	$10,000.00	$14,500.00
01020.03	Force Account	L.S.	1	$100,000.00	$100,000.00	$100,000.00
01020.04	Plant Investment Fee	L.S.	1	$23,000.00	$23,000.00	$23,000.00
01020	**Field Engineering**					
01050.01SP	Construction Staking	L.S.	1	$8,500.00	$6,400.00	$7,450.00
01050.02SP	Quality Control Testing	L.S.	1	$5,800.00	$5,100.00	$5,450.00
01500	**Sediment & Erosion Control**					
01500.11	Construction Stormwater Management	L.S.	1	$4,000.00	$3,800.00	$3,900.00
01500.15	Install Wattles	L.F.	150	$10.00	$7.25	$8.63
01510	**Traffic Control**					
01510.01	Construction Signing And Traffic Control	L.S.	1	$6,400.00	$4,500.00	$5,450.00
01510.03	Project Identification Sign	EA	1	$2,000.00	$1,000.00	$1,500.00
02210	**Excavation and Embankment**					
02210.01	Unclassified Excavation Above Subgrade	C.Y.	13550	$3.60	$2.25	$2.93
02210.04	Surplus Material Disposal	C.Y.	13300	$2.25	$1.50	$1.88
02210.06	Imported Borrow (Sand)	C.Y.	125	$84.00	$10.50	$47.25
02210.076	6" Paved Road Subgrade Processing	S.Y.	1800	$4.25	$1.50	$2.88
02210.11SP	Infield Material Removal	C.Y.	1000	$9.65	$8.00	$8.83
02220	**Trench Excavation**					
02220.02	Underground Facility Locates	EA	4	$843.00	$450.00	$646.50
02225	**Trench Backfill**					
02225.02	Install Trench Foundation	TONS	60	$49.00	$38.00	$43.50
02231	**Aggregate Sub-Base and Base Courses**					
02231.014	4” Aggregate Base	S.Y.	5550	$12.10	$8.30	$10.20
02231.016	6” Aggregate Base (Pathway)	S.Y.	1600	$18.00	$15.60	$16.80
02280	**Topsoil**					
02280.01	Place Topsoil	C.Y.	1150	$3.90	$2.00	$2.95
02280.03	Stockpile Topsoil	C.Y.	4810	$3.15	$2.00	$2.58
02530	**Concrete Sidewalks, Driveway Approaches, Curb Turn Fillets, Valle**					
02530.136	Install Miscellaneous Concrete (6")	S.F.	290	$20.00	$13.10	$16.55
02570	**Adjusting Street Fixtures**					
02570.01	Adjust Manhole	EA	2	$1,000.00	$900.00	$950.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

				Dan Hart Patrol		PRC		Engineer's Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02725	**Storm Drains, Trickle Channels, and Culverts**								
02725.0436	Install 36” Corrugated Polyethylene Storm Drain Pipe	L.F.	100	$70.00	$7,000.00	$95.25	$9,525.00	$150.00	$15,000.00
02725.1136	Install 36” Corrugated Polyethylene Flared End Section	EA	4	$1,000.00	$4,000.00	$1,600.00	$6,400.00	$400.00	$1,600.00
02725.36	Install Concrete Trickle Channel	S.F.	500	$14.00	$7,000.00	$14.20	$7,100.00	$20.00	$10,000.00
02900	**Landscaping**								
02900.04	Imported Landscaping Topsoil (6" Depth)	S.Y.	15050	$5.50	$82,775.00	$5.80	$87,290.00	$4.00	$60,200.00
02900.09A	Hydroseeding (Outfield)	S.F.	137700	$0.10	$13,770.00	$0.20	$27,540.00	$0.30	$41,310.00
02900.09B	Hydroseeding (Dryland Area)	S.F.	153500	$0.10	$15,350.00	$0.20	$30,700.00	$0.30	$46,050.00
02900.09C	Scarify & Herbicide for Dryland Area	S.F.	32700	$0.08	$2,616.00	$0.10	$3,270.00	$0.20	$6,540.00
02900.17	Install Fence (Chain Link)	L.F.	2925	$32.14	$94,009.50	$30.00	$87,750.00	$30.00	$87,750.00
02900.17G1	Single Man Gate	EA	4	$1,651.00	$6,604.00	$408.00	$1,632.00	$500.00	$2,000.00
02900.17G2	Double Swing Gate	EA	5	$850.00	$4,250.00	$816.00	$4,080.00	$2,000.00	$10,000.00
02900.18SP	6" Depth Crushed Surfacing Warning Track	S.Y.	3100	$25.00	$77,500.00	$14.80	$45,880.00	$10.00	$31,000.00
02900.19SP	4" Depth Infield Mix over 2" Depth Top Sand	S.Y.	6825	$38.00	$259,350.00	$38.00	$259,350.00	$12.00	$81,900.00
02900.20SP	Batter's Box Protection Panels	EA	4	$2,500.00	$10,000.00	$3,200.00	$12,800.00	$3,000.00	$12,000.00
02900.21SP	Bases, Plates, Pitcher Ruber (All 4 Fields)	L.S.	1	$10,000.00	$10,000.00	$4,800.00	$4,800.00	$7,500.00	$7,500.00
02900.22SP	Foul Line Marker Post	EA	7	$8,000.00	$56,000.00	$7,000.00	$49,000.00	$2,500.00	$17,500.00
02920	**Irrigation**								
02920.01	Install Irrigation Controller- Calsense	L.S.	1	$25,000.00	$25,000.00	$22,500.00	$22,500.00	$15,000.00	$15,000.00
02920.026	Install Mainline Pipe (6-inch)(CL200 PVC)	L.F.	100	$42.00	$4,200.00	$39.25	$3,925.00	$40.00	$4,000.00
02920.024	Install Mainline Pipe (4-inch)(CL200 PVC)	L.F.	1700	$27.52	$46,784.00	$25.75	$43,775.00	$27.00	$45,900.00
02920.022	Install Mainline Pipe (2-inch)(CL200 PVC)	L.F.	1000	$13.00	$13,000.00	$12.40	$12,400.00	$12.00	$12,000.00
02920.031	Install Lateral Pipe (1")(Sch. 40 PVC)	L.F.	2620	$11.92	$31,230.40	$11.20	$29,344.00	$9.00	$23,580.00
02920.031.5	Install Lateral Pipe (1-1/2")(Sch. 40 PVC)	L.F.	3200	$12.10	$38,720.00	$12.40	$39,680.00	$10.00	$32,000.00
02920.032	Install Lateral Pipe (2")(Sch. 40 PVC)	L.F.	2000	$14.00	$28,000.00	$13.50	$27,000.00	$11.00	$22,000.00
02920.033	Install Lateral Pipe (3")(Sch. 40 PVC)	L.F.	2000	$16.00	$32,000.00	$15.70	$31,400.00	$13.00	$26,000.00
02920.061.5	Install Irrigation Control Valve Assembly (1-1/2-inch)	EA	3	$1,600.00	$4,800.00	$1,600.00	$4,800.00	$1,700.00	$5,100.00
02920.062	Install Irrigation Control Valve Assembly (2-inch)	EA	24	$1,700.00	$40,800.00	$1,800.00	$43,200.00	$1,800.00	$43,200.00
02920.12	Install Quick Coupling Valve Assembly	EA	6	$900.00	$5,400.00	$899.50	$5,397.00	$900.00	$5,400.00
02920.16LG	Install Large Radius Sprinkler Head Assembly (Rainbird 6504)	EA	188	$120.00	$22,560.00	$112.50	$21,150.00	$120.00	$22,560.00
02920.16Med	Install Medium Radius Sprinkler Head Assembly (Rainbird 5006	EA	36	$90.00	$3,240.00	$90.00	$3,240.00	$85.00	$3,060.00
02920.19SP	Install 1" Conduit w/2-wire Cable	L.F.	1700	$8.00	$13,600.00	$6.75	$11,475.00	$5.00	$8,500.00
02920.20SP	Demolition Tap, Meter, Service Line	L.S.	1	$5,000.00	$5,000.00	$964.50	$964.50	$5,000.00	$5,000.00
02920.23SP	3-inch Service Line	L.F.	60	$50.00	$3,000.00	$47.25	$2,835.00	$30.00	$1,800.00
02920.24SP	3-inch Meter Vault	L.S.	1	$6,000.00	$6,000.00	$34,100.00	$34,100.00	$40,000.00	$40,000.00
02920.25SP	3-inch POC Assembly w/2" Parallel Backflow	L.S.	1	$38,000.00	$38,000.00	$39,300.00	$39,300.00	$50,000.00	$50,000.00
02920.26aSP	Install 3" Isolation Valve Upstream of POC Assembly	EA	1	$6,000.00	$6,000.00	$2,600.00	$2,600.00	$1,200.00	$1,200.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	HIGH UNIT PRICE	LOW UNIT PRICE	AVE UNIT PRICE
02725	**Storm Drains, Trickle Channels, and Culverts**					
02725.0436	Install 36” Corrugated Polyethylene Storm Drain Pipe	L.F.	100	$95.25	$70.00	$82.63
02725.1136	Install 36” Corrugated Polyethylene Flared End Section	EA	4	$1,600.00	$1,000.00	$1,300.00
02725.36	Install Concrete Trickle Channel	S.F.	500	$14.20	$14.00	$14.10
02900	**Landscaping**					
02900.04	Imported Landscaping Topsoil (6" Depth)	S.Y.	15050	$5.80	$5.50	$5.65
02900.09A	Hydroseeding (Outfield)	S.F.	137700	$0.20	$0.10	$0.15
02900.09B	Hydroseeding (Dryland Area)	S.F.	153500	$0.20	$0.10	$0.15
02900.09C	Scarify & Herbicide for Dryland Area	S.F.	32700	$0.10	$0.08	$0.09
02900.17	Install Fence (Chain Link)	L.F.	2925	$32.14	$30.00	$31.07
02900.17G1	Single Man Gate	EA	4	$1,651.00	$408.00	$1,029.50
02900.17G2	Double Swing Gate	EA	5	$850.00	$816.00	$833.00
02900.18SP	6" Depth Crushed Surfacing Warning Track	S.Y.	3100	$25.00	$14.80	$19.90
02900.19SP	4" Depth Infield Mix over 2" Depth Top Sand	S.Y.	6825	$38.00	$38.00	$38.00
02900.20SP	Batter's Box Protection Panels	EA	4	$3,200.00	$2,500.00	$2,850.00
02900.21SP	Bases, Plates, Pitcher Ruber (All 4 Fields)	L.S.	1	$10,000.00	$4,800.00	$7,400.00
02900.22SP	Foul Line Marker Post	EA	7	$8,000.00	$7,000.00	$7,500.00
02920	**Irrigation**					
02920.01	Install Irrigation Controller- Calsense	L.S.	1	$25,000.00	$22,500.00	$23,750.00
02920.026	Install Mainline Pipe (6-inch)(CL200 PVC)	L.F.	100	$42.00	$39.25	$40.63
02920.024	Install Mainline Pipe (4-inch)(CL200 PVC)	L.F.	1700	$27.52	$25.75	$26.64
02920.022	Install Mainline Pipe (2-inch)(CL200 PVC)	L.F.	1000	$13.00	$12.40	$12.70
02920.031	Install Lateral Pipe (1")(Sch. 40 PVC)	L.F.	2620	$11.92	$11.20	$11.56
02920.031.5	Install Lateral Pipe (1-1/2")(Sch. 40 PVC)	L.F.	3200	$12.40	$12.10	$12.25
02920.032	Install Lateral Pipe (2")(Sch. 40 PVC)	L.F.	2000	$14.00	$13.50	$13.75
02920.033	Install Lateral Pipe (3")(Sch. 40 PVC)	L.F.	2000	$16.00	$15.70	$15.85
02920.061.5	Install Irrigation Control Valve Assembly (1-1/2-inch)	EA	3	$1,600.00	$1,600.00	$1,600.00
02920.062	Install Irrigation Control Valve Assembly (2-inch)	EA	24	$1,800.00	$1,700.00	$1,750.00
02920.12	Install Quick Coupling Valve Assembly	EA	6	$900.00	$899.50	$899.75
02920.16LG	Install Large Radius Sprinkler Head Assembly (Rainbird 6504)	EA	188	$120.00	$112.50	$116.25
02920.16Med	Install Medium Radius Sprinkler Head Assembly (Rainbird 5006	EA	36	$90.00	$90.00	$90.00
02920.19SP	Install 1" Conduit w/2-wire Cable	L.F.	1700	$8.00	$6.75	$7.38
02920.20SP	Demolition Tap, Meter, Service Line	L.S.	1	$5,000.00	$964.50	$2,982.25
02920.23SP	3-inch Service Line	L.F.	60	$50.00	$47.25	$48.63
02920.24SP	3-inch Meter Vault	L.S.	1	$34,100.00	$6,000.00	$20,050.00
02920.25SP	3-inch POC Assembly w/2" Parallel Backflow	L.S.	1	$39,300.00	$38,000.00	$38,650.00
02920.26aSP	Install 3" Isolation Valve Upstream of POC Assembly	EA	1	$6,000.00	$2,600.00	$4,300.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

				Dan Hart Patrol		PRC		Engineer's Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02920.26SP	Install 4" Isolation Valve	EA	5	$1,800.00	$9,000.00	$1,700.00	$8,500.00	$1,200.00	$6,000.00
02920.27SP	Install Yard Hydrant Assembly	EA	3	$800.00	$2,400.00	$674.50	$2,023.50	$2,000.00	$6,000.00
02920.28SP	Install Moisture Assembly	EA	3	$2,000.00	$6,000.00	$2,000.00	$6,000.00	$2,000.00	$6,000.00
16000	**Electrical**								
16000.01SP	Intercept Primary Switch	LS	1	$5,175.00	$5,175.00	$6,400.00	$6,400.00	$3,600.00	$3,600.00
16000.02SP	Boring Under Street (3 Conduit)	LS	1	$23,034.00	$23,034.00	$7,800.00	$7,800.00	$12,000.00	$12,000.00
16000.03SP	Primary Trenching & Conduit	LS	1	$11,088.00	$11,088.00	$12,600.00	$12,600.00	$19,800.00	$19,800.00
16000.04SP	Install Junction Enclosure (OFCI)	LS	1	$2,036.00	$2,036.00	$2,400.00	$2,400.00	$1,200.00	$1,200.00
16000.05SP	Install Transformer Pad (OFCI)	LS	1	$8,708.00	$8,708.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00
16000.06SP	Secondary Trenching, Conduit and Wire	LS	1	$4,713.00	$4,713.00	$4,200.00	$4,200.00	$6,000.00	$6,000.00
16000.07SP	Electrical Pedestal	LS	1	$40,512.00	$40,512.00	$103,100.00	$103,100.00	$48,000.00	$48,000.00
16000.08SP	Install Parking Junction Boxes (OFCI)	LS	1	$8,180.00	$8,180.00	$6,200.00	$6,200.00	$4,800.00	$4,800.00
16000.09SP	Parking Lot Pole Trenching, and Conduit	LS	1	$29,202.00	$29,202.00	$17,600.00	$17,600.00	$10,080.00	$10,080.00
16000.10SP	Type 1 Junction Boxes	LS	1	$6,000.00	$6,000.00	$5,600.00	$5,600.00	$1,800.00	$1,800.00
16000.11SP	Type 2 Junction Boxes	LS	1	$19,450.00	$19,450.00	$21,100.00	$21,100.00	$15,840.00	$15,840.00
16000.12SP	Type 3 Junction boxes	LS	1	$10,624.00	$10,624.00	$8,100.00	$8,100.00	$10,800.00	$10,800.00
16000.13SP	Trenching, Wire and Conduit	LS	1	$125,480.00	$125,480.00	$116,600.00	$116,600.00	$48,000.00	$48,000.00
16000.14SP	Pitchers Mound Boxes and Conduit	LS	1	$5,350.00	$5,350.00	$4,200.00	$4,200.00	$3,600.00	$3,600.00
16000.15SP	Backstop Receptacles	LS	1	$6,100.00	$6,100.00	$1,100.00	$1,100.00	$3,600.00	$3,600.00
	TOTAL BASE BID				$1,827,598.40		$1,778,008.50		$1,721,170.15
	Additive Alternate "A" Field and Parking Area Lighting								
01020	**Contract Pay Items**								
01020.01	Mobilization	L.S.	1	$26,080.00	$26,080.00	$14,500.00	$14,500.00	$48,935.60	$48,935.60
01020.02	Contract Bonds	L.S.	1	$10,970.00	$10,970.00	$5,000.00	$5,000.00	$6,990.80	$6,990.80
01020	**Field Engineering**								
01050.01SP	Construction Staking	L.S.	1	$3,800.00	$3,800.00	$1,100.00	$1,100.00	$2,000.00	$2,000.00
01050.02SP	Quality Control Testing	L.S.	1	$3,600.00	$3,600.00	$1,700.00	$1,700.00	$1,500.00	$1,500.00
16000	**Electrical**								
16000.01SPA	Install Parking Lot Poles (OFCI)	LS	1	$8,875.00	$8,875.00	$13,900.00	$13,900.00	$14,400.00	$14,400.00
16000.02SPA	Parking Lot Lighting Wiring	LS	1	$41,365.00	$41,365.00	$4,200.00	$4,200.00	$10,080.00	$10,080.00
16000.03SPA	Salvage and Deliver Existing Lighting System	LS	1	$88,446.00	$88,446.00	$52,900.00	$52,900.00	$35,000.00	$35,000.00
16000.04SPA	New Precast Bases	LS	1	$40,500.00	$40,500.00	$4,700.00	$4,700.00	$19,200.00	$19,200.00
16000.05SPA	Install Fields 1 & 2 Foundations Poles and Floodlights	LS	1	$22,730.00	$22,730.00	$77,100.00	$77,100.00	$36,000.00	$36,000.00
16000.06SPA	Fields 3 & 4 Lighting Equipment	LS	1	$472,000.00	$472,000.00	$466,200.00	$466,200.00	$456,000.00	$456,000.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	HIGH UNIT PRICE	LOW UNIT PRICE	AVE UNIT PRICE
02920.26SP	Install 4" Isolation Valve	EA	5	$1,800.00	$1,700.00	$1,750.00
02920.27SP	Install Yard Hydrant Assembly	EA	3	$800.00	$674.50	$737.25
02920.28SP	Install Moisture Assembly	EA	3	$2,000.00	$2,000.00	$2,000.00
16000	**Electrical**					
16000.01SP	Intercept Primary Switch	LS	1	$6,400.00	$5,175.00	$5,787.50
16000.02SP	Boring Under Street (3 Conduit)	LS	1	$23,034.00	$7,800.00	$15,417.00
16000.03SP	Primary Trenching & Conduit	LS	1	$12,600.00	$11,088.00	$11,844.00
16000.04SP	Install Junction Enclosure (OFCI)	LS	1	$2,400.00	$2,036.00	$2,218.00
16000.05SP	Install Transformer Pad (OFCI)	LS	1	$8,708.00	$2,900.00	$5,804.00
16000.06SP	Secondary Trenching, Conduit and Wire	LS	1	$4,713.00	$4,200.00	$4,456.50
16000.07SP	Electrical Pedestal	LS	1	$103,100.00	$40,512.00	$71,806.00
16000.08SP	Install Parking Junction Boxes (OFCI)	LS	1	$8,180.00	$6,200.00	$7,190.00
16000.09SP	Parking Lot Pole Trenching, and Conduit	LS	1	$29,202.00	$17,600.00	$23,401.00
16000.10SP	Type 1 Junction Boxes	LS	1	$6,000.00	$5,600.00	$5,800.00
16000.11SP	Type 2 Junction Boxes	LS	1	$21,100.00	$19,450.00	$20,275.00
16000.12SP	Type 3 Junction boxes	LS	1	$10,624.00	$8,100.00	$9,362.00
16000.13SP	Trenching, Wire and Conduit	LS	1	$125,480.00	$116,600.00	$121,040.00
16000.14SP	Pitchers Mound Boxes and Conduit	LS	1	$5,350.00	$4,200.00	$4,775.00
16000.15SP	Backstop Receptacles	LS	1	$6,100.00	$1,100.00	$3,600.00
	TOTAL BASE BID					

Additive Alternate "A" Field and Parking Area Lighting						
01020	**Contract Pay Items**					
01020.01	Mobilization	L.S.	1	$26,080.00	$14,500.00	$20,290.00
01020.02	Contract Bonds	L.S.	1	$10,970.00	$5,000.00	$7,985.00
01020	**Field Engineering**					
01050.01SP	Construction Staking	L.S.	1	$3,800.00	$1,100.00	$2,450.00
01050.02SP	Quality Control Testing	L.S.	1	$3,600.00	$1,700.00	$2,650.00
16000	**Electrical**					
16000.01SPA	Install Parking Lot Poles (OFCI)	LS	1	$13,900.00	$8,875.00	$11,387.50
16000.02SPA	Parking Lot Lighting Wiring	LS	1	$41,365.00	$4,200.00	$22,782.50
16000.03SPA	Salvage and Deliver Existing Lighting System	LS	1	$88,446.00	$52,900.00	$70,673.00
16000.04SPA	New Precast Bases	LS	1	$40,500.00	$4,700.00	$22,600.00
16000.05SPA	Install Fields 1 & 2 Foundations Poles and Floodlights	LS	1	$77,100.00	$22,730.00	$49,915.00
16000.06SPA	Fields 3 & 4 Lighting Equipment	LS	1	$472,000.00	$466,200.00	$469,100.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

				Dan Hart Patrol		PRC		Engineer's Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16000.07SPA	Install Fields 3 & 4 Foundations and Poles	LS	1	$23,150.00	$23,150.00	$92,000.00	$92,000.00	$54,000.00	$54,000.00
16000.08SPA	Lighting Controller	LS	1	$20,556.00	$20,556.00	$15,300.00	$15,300.00	$14,400.00	$14,400.00
16000.09SPA	Wiring	LS	1	$121,600.00	$121,600.00	$51,000.00	$51,000.00	$60,000.00	$60,000.00
	TOTAL ADDITIVE ALTERNATE "A"				$883,672.00		$799,600.00		$758,506.40
	Additive Alternate "B" Cold Storage Building								
01020	**Contract Pay Items**								
01020.01	Mobilization	L.S.	1	$9,000.00	$9,000.00	$2,500.00	$2,500.00	$11,340.00	$11,340.00
01020.02	Contract Bonds	L.S.	1	$2,400.00	$2,400.00	$1,000.00	$1,000.00	$1,620.00	$1,620.00
01020	**Field Engineering**								
01050.01SP	Construction Staking	L.S.	1	$2,500.00	$2,500.00	$1,800.00	$1,800.00	$1,000.00	$1,000.00
01050.02SP	Quality Control Testing	L.S.	1	$2,500.00	$2,500.00	$1,100.00	$1,100.00	$1,700.00	$1,700.00
16000	**Electrical**								
16000.01SPB	Cold Storage Building Electrical	LS	1	$32,300.00	$32,300.00	$26,900.00	$26,900.00	$12,000.00	$12,000.00
ARCH	**BUILDING**								
ARCH-1	20'X30' Cold Storage Building - Complete	L.S.	1	$106,400.00	$106,400.00	$80,000.00	$80,000.00	$150,000.00	$150,000.00
	TOTAL ADDITIVE ALTERNATE "B"				$155,100.00		$113,300.00		$177,660.00

CLIENT: City of Gillette
PROJECT NO. 24EN27

BID TABULATION FORM
ENZI PRACTICE FIELD IMPROVEMENTS

PCA ENGINEERING
BID DATE: OCTOBER 15, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	HIGH UNIT PRICE	LOW UNIT PRICE	AVE UNIT PRICE
16000.07SPA	Install Fields 3 & 4 Foundations and Poles	LS	1	$92,000.00	$23,150.00	$57,575.00
16000.08SPA	Lighting Controller	LS	1	$20,556.00	$15,300.00	$17,928.00
16000.09SPA	Wiring	LS	1	$121,600.00	$51,000.00	$86,300.00
	TOTAL ADDITIVE ALTERNATE "A"					

	Additive Alternate "B" Cold Storage Building					
01020	**Contract Pay Items**					
01020.01	Mobilization	L.S.	1	$9,000.00	$2,500.00	$5,750.00
01020.02	Contract Bonds	L.S.	1	$2,400.00	$1,000.00	$1,700.00
01020	**Field Engineering**					
01050.01SP	Construction Staking	L.S.	1	$2,500.00	$1,800.00	$2,150.00
01050.02SP	Quality Control Testing	L.S.	1	$2,500.00	$1,100.00	$1,800.00
16000	**Electrical**					
16000.01SPB	Cold Storage Building Electrical	LS	1	$32,300.00	$26,900.00	$29,600.00
ARCH	**BUILDING**					
ARCH-1	20'X30' Cold Storage Building - Complete	L.S.	1	$106,400.00	$80,000.00	$93,200.00
	TOTAL ADDITIVE ALTERNATE "B"					

1" = 125' HORIZONTALLY

ADDITIVE ALTERNATE "A"
FIELD LIGHTING & PARKING LOT LIGHTING

ADDITIVE ALTERNATE "B"
COLD STORAGE BUILDING

FIELD #1

FIELD #2

FIELD #3

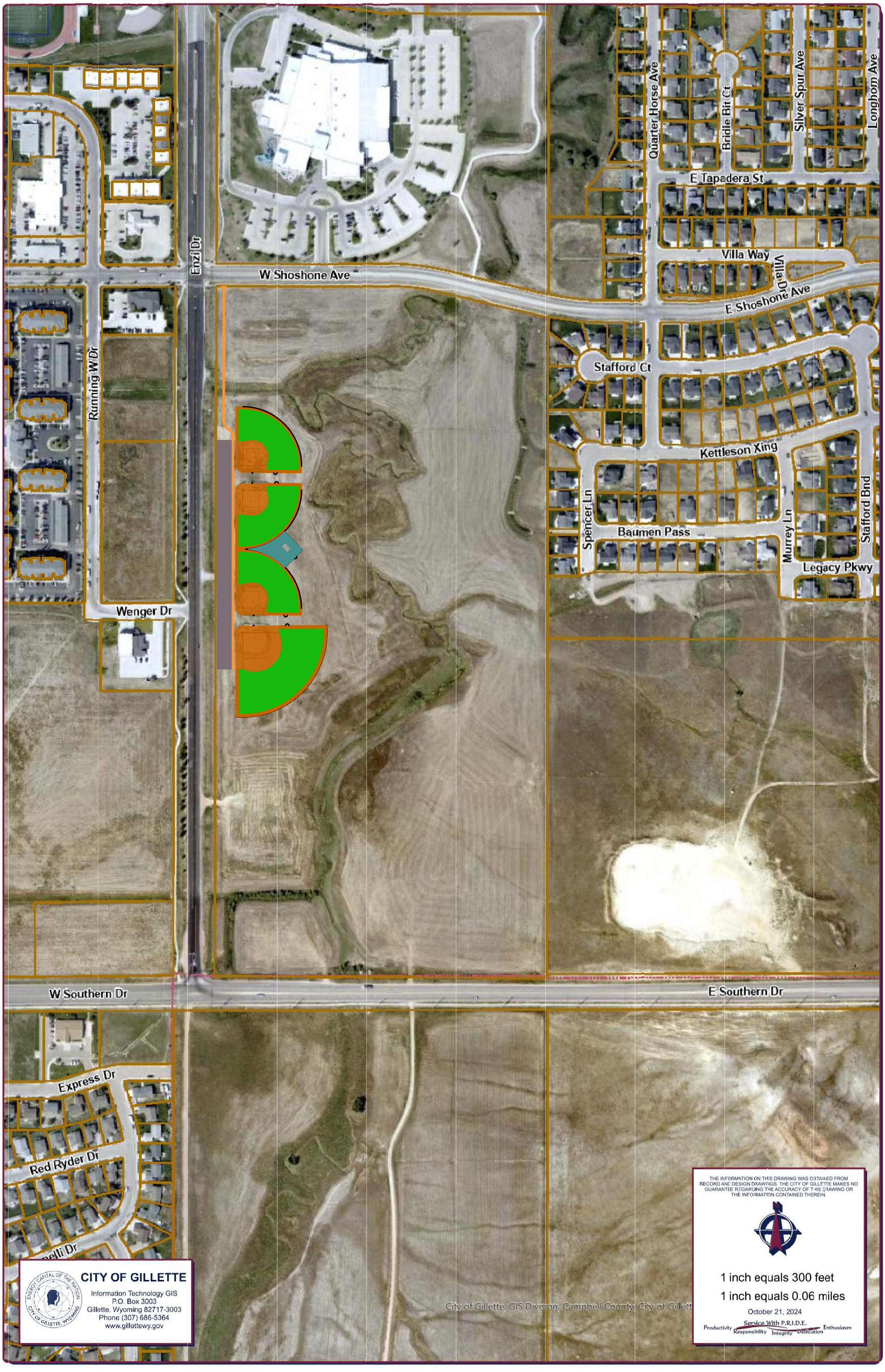
FIELD #4

Shoshone Ave.

Enzi Drive

IRRIGATION P.O.C
SEE IR SHEETS

24EN27-Enzi Practice Field Improvements Project



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

www.gillettewy.gov

DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Heritage Lift Station Replacement Project, to DRM Inc., in the Amount of $3,512,842.89. (1% Project)

BACKGROUND:

The Heritage Lift Station Replacement Project will replace the existing Heritage Lift Station on Little Powder River Road with a new station (see attached map). The existing station was installed in the early 1980s, and has reached the end of its useful life.

The anticipated schedule is to begin construction in the spring of 2026 and complete the project before the end of 2026. The project has some pumps and electrical equipment that have longer than average lead times (6-8 months) which is why this project will take a long time to complete.

BIDS: The project was bid with unit pricing for a base bid and no alternates.

ACTUAL COST VS. BUDGET:

Bids were received at 2:30 p.m. on Thursday, October 6, 2024, for the above referenced project. Four contractors submitted regular and responsive bids as shown below. Western Municipal Construction of Wyoming, Inc., did not include a residency certificate with their bid. Therefore, 5% was added to their bid for comparison purposes. This did not change the bid ranking.

Ranking	Contractor	Total Bid
1	DRM, Inc.	$ **3,512,842.89**
2	Hot Iron, Inc	$ 3,553,262.15
3	Western Municipal Construction of Wyoming, Inc.	$ 3,773,830.00
	Western Municipal Construction +5%	$ 3,962,521.50
4	Dan Hart Patrol Service LLC	$ 4,001,673.80
	Engineer's Estimate	**$ 4,117,380.00**

The Heritage Lift Station Replacement Project is fully funded in the amount of $4,500,779.08 from FY2024 Optional 1% Tax Fund.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the Heritage Lift Station Replacement Project, to DRM Inc., in the

Amount of $3,512,842.89. (1% Project)

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Engineers Recommendation for Award
Bid Tab
Exhibit

October 8, 2024

Mr. Clark Sanders
Senior Project Manager
City of Gillette
201 E. 5th Street
Gillette, WY 82716

Project: Heritage Lift Station

RE: Bid Award Recommendation (Re-Bid)

Dear Mr. Sanders,

The bid opening for the re-bid of the Heritage Wastewater Lift Station project was held on October 3, 2024. We have reviewed the bid forms and bid bonds submitted. The original bids and bid tabulation sheet are attached for your use.

The four bidders on the project were DRM, Inc., Hot Iron, Inc., Dan Hart Patrol Service, and Western Municipal Construction of Wyoming, Inc. All bids were submitted on time, had the required Bid Bonds, and acknowledged Addendums No. 1 and No. 2.

The bids for the project ranked as follows:

RANK	BIDDER	TOTAL BID AMOUNT
1	**DRM, Inc.**	**$ 3,512,842.89**
2	**Hot Iron, Inc.**	**$ 3,553,262.15**
3	**Western Municipal Const. of WY**	**$ 3,773,830.00**
	Western Municipal +5%	$ 3,962,521.50
4	**Darn Hart Patrol Service LLC**	**$ 4,001,673.80**
	Engineer's Estimate	**$ 4,117,380.00**

Note: Western Municipal did not include a residency certificate with their bid. Therefore, 5% was added to their bid for comparison purposes. This did not change the bid ranking.

No irregularities were found in DRM's bid that would require rejection of their bid. Based on this evaluation, we recommend that the City of Gillette award the project to DRM, Inc., lowest responsible bidder, at the bid amount of $3,512,842.89.

If you have any questions or comments concerning this recommendation, please feel free to call me at 307-228-6000.

Sincerely,
HDR Engineering

Justin Starck, P.E.
Water/Wastewater Project Manager

Enclosures: Bid Tabulation

CITY OF GILLETTE - HERITAGE WASTEWATER LIFT STATION (RE-BID) - 23EN20
October 3, 2024
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANITY	DRM, INC		HOT IRON, INC.		WESTERN MUNICIPAL CONSTRUCTION OF WY, INC.		DAN HART PATROL SERVICE LLC		UNIT COMPARISONS			ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	UNIT PRICE	TOTAL PRICE
SECTION 01020	**CONTRACT PAY ITEMS**															
01020.01	Mobilization	LS	1	$ 216,334.35	$ 216,334.35	$ 342,140.38	$ 342,140.38	$ 325,000.00	$ 325,000.00	$ 400,000.00	$ 400,000.00	$ 216,334.35	$ 400,000.00	$ 320,868.68	$ 400,000.00	$ 400,000.00
01020.02	Contract Bonds	LS	1	$ 27,921.56	$ 27,921.56	$ 30,000.00	$ 30,000.00	$ 38,500.00	$ 38,500.00	$ 34,962.00	$ 34,962.00	$ 27,921.56	$ 38,500.00	$ 32,845.89	$ 40,000.00	$ 40,000.00
01020.03	Force Account	FA	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
SECTION 01050	**FIELD ENGINEERING**															
01050.01 SP	Construction Staking	LS	1	$ 19,426.33	$ 19,426.33	$ 18,214.85	$ 18,214.85	$ 25,500.00	$ 25,500.00	$ 33,000.00	$ 33,000.00	$ 18,214.85	$ 33,000.00	$ 24,035.30	$ 20,000.00	$ 20,000.00
01050.02 SP	Quality Control Testing	LS	1	$ 30,263.08	$ 30,263.08	$ 21,505.00	$ 21,505.00	$ 38,000.00	$ 38,000.00	$ 31,400.00	$ 31,400.00	$ 21,505.00	$ 38,000.00	$ 30,292.02	$ 25,000.00	$ 25,000.00
SECTION 01500	**SEDIMENT AND EROSION CONTROL**															
01500.01	Construction Stormwater Management	LS	1	$ 4,316.19	$ 4,316.19	$ 10,565.28	$ 10,565.28	$ 6,800.00	$ 6,800.00	$ 8,000.00	$ 8,000.00	$ 4,316.19	$ 10,565.28	$ 7,420.37	$ 15,000.00	$ 15,000.00
01500.02	Install Silt Fence	LF	1400	$ 1.82	$ 2,548.00	$ 4.32	$ 6,048.00	$ 4.50	$ 6,300.00	$ 4.00	$ 5,600.00	$ 1.82	$ 4.50	$ 3.66	$ 3.00	$ 4,200.00
01500.03	Install Erosion Bales	LF	50	$ 21.69	$ 1,084.50	$ 13.76	$ 688.00	$ 24.00	$ 1,200.00	$ 50.00	$ 2,500.00	$ 13.76	$ 50.00	$ 27.36	$ 15.00	$ 750.00
01500.04	Install Erosion Blankets	LF	500	$ 3.57	$ 1,785.00	$ 3.00	$ 1,500.00	$ 8.00	$ 4,000.00	$ 4.50	$ 2,250.00	$ 3.00	$ 8.00	$ 4.77	$ 5.00	$ 2,500.00
SECTION 01510	**TRAFFIC CONTOL**															
01510.01	Construction Signing and Traffic Control	LS	1	$ 2,378.09	$ 2,378.09	$ 5,000.00	$ 5,000.00	$ 22,000.00	$ 22,000.00	$ 10,000.00	$ 10,000.00	$ 2,378.09	$ 22,000.00	$ 9,844.52	$ 10,000.00	$ 10,000.00
01510.02	Flagging	1/4 HR	160	$ 12.83	$ 2,052.80	$ 49.00	$ 7,840.00	$ 56.00	$ 8,960.00	$ 44.00	$ 7,040.00	$ 12.83	$ 56.00	$ 40.46	$ 15.00	$ 2,400.00
01510.03	Project Indentification Sign	EA	1	$ 972.93	$ 972.93	$ 1,541.50	$ 1,541.50	$ 1,800.00	$ 1,800.00	$ 2,200.00	$ 2,200.00	$ 972.93	$ 2,200.00	$ 1,628.61	$ 1,200.00	$ 1,200.00
SECTION 02050	**REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS**															
02050.11	Remove Sanitary Sewer Main	LF	1290	$ 8.14	$ 10,500.60	$ 8.93	$ 11,519.70	$ 11.00	$ 14,190.00	$ 15.00	$ 19,350.00	$ 8.14	$ 15.00	$ 10.77	$ 5.00	$ 6,450.00
02050.12	Remove Sanitary Sewer Manhole	EA	6	$ 455.67	$ 2,734.02	$ 750.00	$ 4,500.00	$ 700.00	$ 4,200.00	$ 2,200.00	$ 13,200.00	$ 455.67	$ 2,200.00	$ 1,026.42	$ 1,500.00	$ 9,000.00
02050.13	Remove Force Main	LF	20	$ 6.84	$ 136.80	$ 45.00	$ 900.00	$ 11.00	$ 220.00	$ 50.00	$ 1,000.00	$ 6.84	$ 50.00	$ 28.21	$ 10.00	$ 200.00
02050.18	Remove Existing Storm Drain	LF	80	$ 17.09	$ 1,367.20	$ 35.00	$ 2,800.00	$ 13.00	$ 1,040.00	$ 100.00	$ 8,000.00	$ 13.00	$ 100.00	$ 41.27	$ 20.00	$ 1,600.00
02050.21	Install Concrete Plug	EA	4	$ 32.12	$ 128.48	$ 495.40	$ 1,981.60	$ 750.00	$ 3,000.00	$ 500.00	$ 2,000.00	$ 32.12	$ 750.00	$ 444.38	$ 450.00	$ 1,800.00
02050.22	Remove Tree	EA	4	$ 182.09	$ 728.36	$ 1,500.00	$ 6,000.00	$ 1,000.00	$ 4,000.00	$ 1,000.00	$ 4,000.00	$ 182.09	$ 1,500.00	$ 920.52	$ 1,500.00	$ 6,000.00
02050.24	Removal Of Existing Fence	LF	2200	$ 2.58	$ 5,676.00	$ 2.50	$ 5,500.00	$ 3.00	$ 6,600.00	$ 3.00	$ 6,600.00	$ 2.50	$ 3.00	$ 2.77	$ 3.00	$ 6,600.00
02050.25 SP	Demolition of and Removal of Existing Pump Station Structures	LS	1	$ 40,056.14	$ 40,056.14	$ 76,250.00	$ 76,250.00	$ 31,000.00	$ 31,000.00	$ 40,000.00	$ 40,000.00	$ 31,000.00	$ 76,250.00	$ 46,826.54	$ 60,000.00	$ 60,000.00
SECTION 02075	**DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE**									.						
02075.01	Removal of Existing Asphalt	SY	900	$ 2.68	$ 2,412.00	$ 5.75	$ 5,175.00	$ 9.00	$ 8,100.00	$ 6.00	$ 5,400.00	$ 2.68	$ 9.00	$ 5.86	$ 6.00	$ 5,400.00
02075.02	Removal of Portland Cement Concrete Pavement	SY	200	$ 4.45	$ 890.00	$ 6.00	$ 1,200.00	$ 65.00	$ 13,000.00	$ 10.00	$ 2,000.00	$ 4.45	$ 65.00	$ 21.36	$ 10.00	$ 2,000.00
02075.04	Removal of Sidewalk	SF	540	$ 0.96	$ 518.40	$ 2.50	$ 1,350.00	$ 13.00	$ 7,020.00	$ 4.50	$ 2,430.00	$ 0.96	$ 13.00	$ 5.24	$ 3.00	$ 1,620.00
02075.06	Removal of Curb and Gutter	LF	180	$ 4.82	$ 867.60	$ 3.50	$ 630.00	$ 11.00	$ 1,980.00	$ 10.00	$ 1,800.00	$ 3.50	$ 11.00	$ 7.33	$ 6.00	$ 1,080.00
02075.10	Removal of Concrete Valley Gutter	SF	420	$ 1.44	$ 604.80	$ 4.00	$ 1,680.00	$ 2.50	$ 1,050.00	$ 8.00	$ 3,360.00	$ 1.44	$ 8.00	$ 3.99	$ 6.00	$ 2,520.00
SECTION 02210	**EXCAVATION AND EMBANKMENT**															
02210.01	Unclassified Excavation Above Subgrade	CY	900	$ 5.12	$ 4,608.00	$ 12.00	$ 10,800.00	$ 25.00	$ 22,500.00	$ 12.00	$ 10,800.00	$ 5.12	$ 25.00	$ 13.53	$ 25.00	$ 22,500.00
02210.03	Rejected Material Disposal	CY	1400	$ 6.51	$ 9,114.00	$ 14.00	$ 19,600.00	$ 14.00	$ 19,600.00	$ 20.00	$ 28,000.00	$ 6.51	$ 20.00	$ 13.63	$ 20.00	$ 28,000.00
02210.05	Imported Borrow (Clay)	CY	800	$ 15.34	$ 12,272.00	$ 27.20	$ 21,760.00	$ 69.00	$ 55,200.00	$ 30.00	$ 24,000.00	$ 15.34	$ 69.00	$ 35.39	$ 25.00	$ 20,000.00
02210.06	Imported Borrow (Sand)	CY	900	$ 13.49	$ 12,141.00	$ 21.75	$ 19,575.00	$ 55.00	$ 49,500.00	$ 16.00	$ 14,400.00	$ 13.49	$ 55.00	$ 26.56	$ 25.00	$ 22,500.00
02210.0818	18" Paved Road Subgrade Processing	SY	660	$ 1.55	$ 1,023.00	$ 7.25	$ 4,785.00	$ 12.00	$ 7,920.00	$ 12.00	$ 7,920.00	$ 1.55	$ 12.00	$ 8.20	$ 18.00	$ 11,880.00
02210.0818	18" Subgrade Processing for Patch	SY	290	$ 1.26	$ 365.40	$ 13.00	$ 3,770.00	$ 16.00	$ 4,640.00	$ 14.00	$ 4,060.00	$ 1.26	$ 16.00	$ 11.07	$ 24.00	$ 6,960.00
SECTION 02220	**TRENCH EXCAVATION AND UTILITY LOCATES**															
02220.01	Exploratory Excavation	1/4 HR	30	$ 63.91	$ 1,917.30	$ 95.00	$ 2,850.00	$ 180.00	$ 5,400.00	$ 325.00	$ 9,750.00	$ 63.91	$ 325.00	$ 165.98	$ 80.00	$ 2,400.00
02220.02	Underground Facility Locates	EA	20	$ 255.66	$ 5,113.20	$ 450.00	$ 9,000.00	$ 310.00	$ 6,200.00	$ 400.00	$ 8,000.00	$ 255.66	$ 450.00	$ 353.92	$ 400.00	$ 8,000.00
02220.03	Underground Facility Crossing	EA	20	$ 529.40	$ 10,588.00	$ 650.00	$ 13,000.00	$ 1,800.00	$ 36,000.00	$ 800.00	$ 16,000.00	$ 529.40	$ 1,800.00	$ 944.85	$ 800.00	$ 16,000.00
02220.04	Dewatering	LS	1	$ 62,324.40	$ 62,324.40	$ 25,238.05	$ 25,238.05	$ 144,000.00	$ 144,000.00	$ 55,000.00	$ 55,000.00	$ 25,238.05	$ 144,000.00	$ 71,640.61	$ 58,000.00	$ 58,000.00
SECTION 02225	**TRENCH BACKFILL**															
02225.01	Install Type 1 Bedding	CY	700	$ 64.87	$ 45,409.00	$ 31.75	$ 22,225.00	$ 20.00	$ 14,000.00	$ 65.00	$ 45,500.00	$ 20.00	$ 65.00	$ 45.41	$ 40.00	$ 28,000.00
02225.02	Install Trench Foundation	TN	400	$ 41.12	$ 16,448.00	$ 36.71	$ 14,684.00	$ 5.00	$ 2,000.00	$ 45.00	$ 18,000.00	$ 5.00	$ 45.00	$ 31.96	$ 45.00	$ 18,000.00
SECTION 02231	**AGGREGATE SUB-BASE AND BASE COURSES**															
02231.0104	4" Aggregate Base	SY	950	$ 11.48	$ 10,906.00	$ 10.83	$ 10,288.50	$ 36.00	$ 34,200.00	$ 11.25	$ 10,687.50	$ 10.83	$ 36.00	$ 17.39	$ 14.00	$ 13,300.00
02231.0106	6" Aggregate Base	SY	3000	$ 16.42	$ 49,260.00	$ 12.74	$ 38,220.00	$ 34.00	$ 102,000.00	$ 13.85	$ 41,550.00	$ 12.74	$ 34.00	$ 19.25	$ 16.00	$ 48,000.00
SECTION 02280	**TOPSOIL**															
02280.01	Place Topsoil	CY	900	$ 3.18	$ 2,862.00	$ 6.00	$ 5,400.00	$ 3.00	$ 2,700.00	$ 5.00	$ 4,500.00	$ 3.00	$ 6.00	$ 4.30	$ 10.00	$ 9,000.00
02280.03	Stockpile Topsoil	CY	900	$ 1.73	$ 1,557.00	$ 4.00	$ 3,600.00	$ 3.00	$ 2,700.00	$ 4.50	$ 4,050.00	$ 1.73	$ 4.50	$ 3.31	$ 8.00	$ 7,200.00
SECTION 02512	**PLANT MIX PAVEMENT**															
02512.0105	5" Asphaltic Concrete Paving	SY	480	$ 82.42	$ 39,561.60	$ 74.60	$ 35,808.00	$ 92.00	$ 44,160.00	$ 68.25	$ 32,760.00	$ 68.25	$ 92.00	$ 79.32	$ 65.00	$ 31,200.00

CITY OF GILLETTE - HERITAGE WASTEWATER LIFT STATION (RE-BID) - 23EN20
October 3, 2024
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANITY	DRM, INC		HOT IRON, INC.		WESTERN MUNICIPAL CONSTRUCTION OF WY, INC.		DAN HART PATROL SERVICE LLC		UNIT COMPARISONS			ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	UNIT PRICE	TOTAL PRICE
02512.0206	6" Asphatic Concrete Patch	SY	500	$ 95.30	$ 47,650.00	$ 86.10	$ 43,050.00	$ 108.00	$ 54,000.00	$ 73.00	$ 36,500.00	$ 73.00	$ 108.00	$ 90.60	$ 90.00	$ 45,000.00
SECTION 02520	**PORTLAND CEMENT CONCRETE PAVEMENT**															
02520.0105	5" Portland Cement Concrete Paving	SY	190	$ 92.72	$ 17,616.80	$ 97.60	$ 18,544.00	$ 105.00	$ 19,950.00	$ 186.30	$ 35,397.00	$ 92.72	$ 186.30	$ 120.41	$ 120.00	$ 22,800.00
02520.0108	8" Portland Cement Concrete Paving	SY	1200	$ 123.63	$ 148,356.00	$ 116.00	$ 139,200.00	$ 130.00	$ 156,000.00	$ 144.90	$ 173,880.00	$ 116.00	$ 144.90	$ 128.63	$ 150.00	$ 180,000.00
SECTION 02528	**CONCRETE CURBS AND COMBINED CURBS AND GUTTERS**															
02528.0230	Install Replacement 30" Curb and Gutter	LF	180	$ 51.51	$ 9,271.80	$ 69.95	$ 12,591.00	$ 104.00	$ 18,720.00	$ 62.10	$ 11,178.00	$ 51.51	$ 104.00	$ 71.89	$ 45.00	$ 8,100.00
SECTION 02530	**CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE**															
02530.0104	Install Concrete Sidewalk (4')	SF	540	$ 14.17	$ 7,651.80	$ 9.75	$ 5,265.00	$ 39.00	$ 21,060.00	$ 17.25	$ 9,315.00	$ 9.75	$ 39.00	$ 20.04	$ 8.00	$ 4,320.00
02530.0608	Install Replacement Concrete Valley Gutter (8")	SF	420	$ 18.03	$ 7,572.60	$ 18.95	$ 7,959.00	$ 23.00	$ 9,660.00	$ 62.10	$ 26,082.00	$ 18.03	$ 62.10	$ 30.52	$ 18.00	$ 7,560.00
SECTION 02665	**WATER DISTRIBUTION AND TRANSMISSION SYSTEMS**															
02665.0208	Install 8" End of Line Plug	EA	2	$ 560.31	$ 1,120.62	$ 1,105.08	$ 2,210.16	$ 550.00	$ 1,100.00	$ 750.00	$ 1,500.00	$ 550.00	$ 1,105.08	$ 741.35	$ 1,000.00	$ 2,000.00
02665.030806	Install 8" x 6" Tee	EA	1	$ 1,115.62	$ 1,115.62	$ 1,758.66	$ 1,758.66	$ 2,400.00	$ 2,400.00	$ 750.00	$ 750.00	$ 750.00	$ 2,400.00	$ 1,506.07	$ 2,500.00	$ 2,500.00
02665.0706	Install 6" x 22-1/2º Elbow	EA	1	$ 805.56	$ 805.56	$ 1,129.11	$ 1,129.11	$ 930.00	$ 930.00	$ 500.00	$ 500.00	$ 500.00	$ 1,129.11	$ 841.17	$ 2,500.00	$ 2,500.00
02665.0804	Install 4" x 45º Elbow	EA	7	$ 573.05	$ 4,011.35	$ 910.34	$ 6,372.38	$ 260.00	$ 1,820.00	$ 375.00	$ 2,625.00	$ 260.00	$ 910.34	$ 529.60	$ 400.00	$ 2,800.00
02665.0808	Install 8" x 45º Elbow	EA	2	$ 778.61	$ 1,557.22	$ 1,427.94	$ 2,855.88	$ 1,700.00	$ 3,400.00	$ 690.00	$ 1,380.00	$ 690.00	$ 1,700.00	$ 1,149.14	$ 2,500.00	$ 5,000.00
02665.0906	Install 6" x 90º Elbow	EA	1	$ 751.72	$ 751.72	$ 1,215.01	$ 1,215.01	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 751.72	$ 1,215.01	$ 1,091.68	$ 2,250.00	$ 2,250.00
02665.0908	Install 8" x 90º Elbow	EA	2	$ 900.30	$ 1,800.60	$ 1,522.30	$ 3,044.60	$ 2,300.00	$ 4,600.00	$ 1,300.00	$ 2,600.00	$ 900.30	$ 2,300.00	$ 1,505.65	$ 2,500.00	$ 5,000.00
SECTION 02700	**SANITARY SEWER SYSTEMS**															
02700.0106	Install 6" Sanitary Sewer	LF	40	$ 48.27	$ 1,930.80	$ 47.23	$ 1,889.20	$ 67.00	$ 2,680.00	$ 50.00	$ 2,000.00	$ 47.23	$ 67.00	$ 53.13	$ 90.00	$ 3,600.00
02700.0108	Install 8" Sanitary Sewer	LF	370	$ 33.19	$ 12,280.30	$ 42.29	$ 15,647.30	$ 71.00	$ 26,270.00	$ 50.00	$ 18,500.00	$ 33.19	$ 71.00	$ 49.12	$ 85.00	$ 31,450.00
02700.0110	Install 10" Sanitary Sewer	LF	40	$ 180.33	$ 7,213.20	$ 79.95	$ 3,198.00	$ 110.00	$ 4,400.00	$ 80.00	$ 3,200.00	$ 79.95	$ 180.33	$ 112.57	$ 110.00	$ 4,400.00
02700.0115	Install 15" Sanitary Sewer	LF	1170	$ 79.71	$ 93,260.70	$ 73.75	$ 86,287.50	$ 99.00	$ 115,830.00	$ 80.00	$ 93,600.00	$ 73.75	$ 99.00	$ 83.12	$ 90.00	$ 105,300.00
02700.0208	Install 8" Force Main	LF	2780	$ 51.93	$ 144,365.40	$ 52.27	$ 145,310.60	$ 53.00	$ 147,340.00	$ 52.80	$ 146,784.00	$ 51.93	$ 53.00	$ 52.50	$ 75.00	$ 208,500.00
02700.0348	Install Basic Sanitary Sewer Manhole (5' Depth) (48" ID)	EA	7	$ 5,903.40	$ 41,323.80	$ 4,664.09	$ 32,648.63	$ 8,300.00	$ 58,100.00	$ 6,500.00	$ 45,500.00	$ 4,664.09	$ 8,300.00	$ 6,341.87	$ 8,000.00	$ 56,000.00
02700.0448	Install Additional Sanitary Sewer Manhole Depth (48" ID)	VF	60	$ 501.00	$ 30,060.00	$ 532.32	$ 31,939.20	$ 280.00	$ 16,800.00	$ 450.00	$ 27,000.00	$ 280.00	$ 532.32	$ 440.83	$ 650.00	$ 39,000.00
02700.05	Install Sanitary Sewer Drop to Manhole	EA	2	$ 2,157.20	$ 4,314.40	$ 2,127.29	$ 4,254.58	$ 1,600.00	$ 3,200.00	$ 3,000.00	$ 6,000.00	$ 1,600.00	$ 3,000.00	$ 2,221.12	$ 3,000.00	$ 6,000.00
02700.09	Connect to Sanitary Sewer Main	EA	5	$ 624.41	$ 3,122.05	$ 3,745.14	$ 18,725.70	$ 2,200.00	$ 11,000.00	$ 3,000.00	$ 15,000.00	$ 624.41	$ 3,745.14	$ 2,392.39	$ 2,500.00	$ 12,500.00
02700.1304	Install 4" Sanitary Sewer Service	LF	180	$ 51.09	$ 9,196.20	$ 56.59	$ 10,186.20	$ 86.00	$ 15,480.00	$ 20.00	$ 3,600.00	$ 20.00	$ 86.00	$ 53.42	$ 65.00	$ 11,700.00
02700.1404	4" PVC Sanitary Sewer Service Cleanout (Double)	EA	2	$ 517.23	$ 1,034.46	$ 711.24	$ 1,422.48	$ 1,100.00	$ 2,200.00	$ 750.00	$ 1,500.00	$ 517.23	$ 1,100.00	$ 769.62	$ 300.00	$ 600.00
02700.18 SP	Sanitary Sewer Bypass Pumping	LS	1	$ 65,536.88	$ 65,536.88	$ 61,671.24	$ 61,671.24	$ 78,800.00	$ 78,800.00	$ 28,000.00	$ 28,000.00	$ 28,000.00	$ 78,800.00	$ 58,502.03	$ 44,000.00	$ 44,000.00
02700.19 SP	Lift Station Bypass Connection and Valve Vaults	LS	1	$ 207,278.06	$ 207,278.06	$ 180,084.36	$ 180,084.36	$ 215,000.00	$ 215,000.00	$ 300,000.00	$ 300,000.00	$ 180,084.36	$ 300,000.00	$ 225,590.61	$ 140,000.00	$ 140,000.00
02700.20 SP	Lift Station Dry/Wet Well Structure, Equipment and HVAC	LS	1	$ 1,393,747.43	$ 1,393,747.43	$ 1,266,831.49	$ 1,266,831.49	$ 1,100,500.00	$ 1,100,500.00	$ 1,325,000.00	$ 1,325,000.00	$ 1,100,500.00	$ 1,393,747.43	$ 1,271,519.73	$ 1,650,000.00	$ 1,650,000.00
02700.21 SP	Control Building	LS	1	$ 164,892.20	$ 164,892.20	$ 168,682.35	$ 168,682.35	$ 157,000.00	$ 157,000.00	$ 177,500.00	$ 177,500.00	$ 157,000.00	$ 177,500.00	$ 167,018.64	$ 167,000.00	$ 167,000.00
02700.22 SP	Site Electrical	LS	1	$ 185,459.90	$ 185,459.90	$ 197,666.86	$ 197,666.86	$ 115,000.00	$ 115,000.00	$ 300,000.00	$ 300,000.00	$ 115,000.00	$ 300,000.00	$ 199,531.69	$ 52,000.00	$ 52,000.00
02700.26 SP	Salvaged Generator, Pad, and Electrical	LS	1	$ 36,059.13	$ 36,059.13	$ 19,663.65	$ 19,663.65	$ 30,900.00	$ 30,900.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 36,059.13	$ 25,405.70	$ 57,000.00	$ 57,000.00
SECTION 02710	**WATER AND SEWER HORIZONTAL DIRECTIONAL DRILLING**															
02710.0208	Install 8" Horizontal Directional Drilled Water Main	LF	390	$ 65.07	$ 25,377.30	$ 87.09	$ 33,965.10	$ 93.00	$ 36,270.00	$ 85.00	$ 33,150.00	$ 65.07	$ 93.00	$ 82.54	$ 125.00	$ 48,750.00
SECTION 02725	**STORM DRAINS, TRICKLE CHANNELS, AND CULVERTS**															
02725.0115	Install 15" RCP Storm Drain Pipe	LF	60	$ 63.69	$ 3,821.40	$ 82.41	$ 4,944.60	$ 150.00	$ 9,000.00	$ 80.00	$ 4,800.00	$ 63.69	$ 150.00	$ 94.03	$ 200.00	$ 12,000.00
02725.0718	Install 18" Culvert	LF	80	$ 70.44	$ 5,635.20	$ 73.37	$ 5,869.60	$ 110.00	$ 8,800.00	$ 38.00	$ 3,040.00	$ 38.00	$ 110.00	$ 72.95	$ 120.00	$ 9,600.00
SECTION 02805	**STREET SIGNS, UTILITY POLES AND MAILBOXES**															
02805.01	Install Sign	EA	4	$ 438.68	$ 1,754.72	$ 424.16	$ 1,696.64	$ 700.00	$ 2,800.00	$ 300.00	$ 1,200.00	$ 300.00	$ 700.00	$ 465.71	$ 400.00	$ 1,600.00
02825.02	Removal of Sign	EA	4	$ 100.64	$ 402.56	$ 125.00	$ 500.00	$ 180.00	$ 720.00	$ 200.00	$ 800.00	$ 100.64	$ 200.00	$ 151.41	$ 150.00	$ 600.00
SECTION 02900	**LANDSCAPING**															
02900.06	Install Mulch	TON	9	$ 1,287.79	$ 11,590.11	$ 1,150.00	$ 10,350.00	$ 900.00	$ 8,100.00	$ 612.00	$ 5,508.00	$ 612.00	$ 1,287.79	$ 987.45	$ 250.00	$ 2,250.00
02900.07	Sodding	SF	1270	$ 4.51	$ 5,727.70	$ 4.03	$ 5,118.10	$ 5.00	$ 6,350.00	$ 3.39	$ 4,305.30	$ 3.39	$ 5.00	$ 4.23	$ 6.00	$ 7,620.00
02900.08	Seeding	AC	5	$ 1,030.23	$ 5,151.15	$ 920.00	$ 4,600.00	$ 1,300.00	$ 6,500.00	$ 920.00	$ 4,600.00	$ 920.00	$ 1,300.00	$ 1,042.56	$ 900.00	$ 4,500.00
02900.16A	Install Fence (Wood Privacy)	LF	50	$ 90.15	$ 4,507.50	$ 80.50	$ 4,025.00	$ 87.00	$ 4,350.00	$ 70.00	$ 3,500.00	$ 70.00	$ 90.15	$ 81.91	$ 25.00	$ 1,250.00
02900.17 - A	Install Fence (Chain Link, 72 in)	LF	480	$ 47.65	$ 22,872.00	$ 42.55	$ 20,424.00	$ 46.00	$ 22,080.00	$ 53.00	$ 25,440.00	$ 42.55	$ 53.00	$ 47.30	$ 15.00	$ 7,200.00
02900.17 - B	Install Fence (Barbed Wire Fence)	LF	1530	$ 3.86	$ 5,905.80	$ 3.45	$ 5,278.50	$ 4.00	$ 6,120.00	$ 4.00	$ 6,120.00	$ 3.45	$ 4.00	$ 3.83	$ 9.00	$ 13,770.00
02900.18 SP	Install Brace Panel	EA	20	$ 579.51	$ 11,590.20	$ 517.50	$ 10,350.00	$ 560.00	$ 11,200.00	$ 400.00	$ 8,000.00	$ 400.00	$ 579.51	$ 514.25	$ 525.00	$ 10,500.00
02900.19 SP	Install Temporary Fence (Barbed Wire)	LF	1400	$ 6.31	$ 8,834.00	$ 5.64	$ 7,896.00	$ 6.00	$ 8,400.00	$ 4.00	$ 5,600.00	$ 4.00	$ 6.31	$ 5.49	$ 9.00	$ 12,600.00

CITY OF GILLETTE - HERITAGE WASTEWATER LIFT STATION (RE-BID) - 23EN20
October 3, 2024
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANITY	DRM, INC		HOT IRON, INC.		WESTERN MUNICIPAL CONSTRUCTION OF WY, INC.		DAN HART PATROL SERVICE LLC		UNIT COMPARISONS			ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	UNIT PRICE	TOTAL PRICE
SECTION 16000	**ELECTRICAL**															
16000.0148	48" Deep Trenching	LF	2120	$ 7.08	$ 15,009.60	$ 12.25	$ 25,970.00	$ 9.00	$ 19,080.00	$ 6.00	$ 12,720.00	$ 6.00	$ 12.25	$ 8.58	$ 20.00	$ 42,400.00
16000.0204	Install 4" Electrical PVC Conduit (Owner Furnished)	LF	2310	$ 2.90	$ 6,699.00	$ 7.22	$ 16,678.20	$ 7.00	$ 16,170.00	$ 3.00	$ 6,930.00	$ 2.90	$ 7.22	$ 5.03	$ 5.00	$ 11,550.00
16000.12	Install Junction Box (Owner Furnished)	EA	1	$ 1,674.13	$ 1,674.13	$ 762.71	$ 762.71	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ 762.71	$ 2,000.00	$ 1,409.21	$ 450.00	$ 450.00
16000.29SP	Horizontal Directional Drilling	LF	190	$ 23.76	$ 4,514.40	$ 47.25	$ 8,977.50	$ 33.00	$ 6,270.00	$ 70.00	$ 13,300.00	$ 23.76	$ 70.00	$ 43.50	$ 60.00	$ 11,400.00
SECTION 16010	**FIBER SYSTEM CONSTRUCTION**															
16010.01 SP	Install (2 1/2") Fiber Optic Conduit (Owner Furnished)	LF	300	$ 2.77	$ 831.00	$ 9.13	$ 2,739.00	$ 7.00	$ 2,100.00	$ 6.00	$ 1,800.00	$ 2.77	$ 9.13	$ 6.23	$ 5.00	$ 1,500.00
16010.02 SP	Install 7-Way MicroDuct (Owner Furnished)	LF	2300	$ 1.91	$ 4,393.00	$ 5.74	$ 13,202.00	$ 10.00	$ 23,000.00	$ 5.00	$ 11,500.00	$ 1.91	$ 10.00	$ 5.66	$ 5.00	$ 11,500.00
16010.03 SP	Install Fiber Optic Junction Box (Owner Furnished)	EA	3	$ 1,674.13	$ 5,022.39	$ 1,159.40	$ 3,478.20	$ 1,000.00	$ 3,000.00	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 2,000.00	$ 1,458.38	$ 400.00	$ 1,200.00
		BASE BID TOTAL			**$ 3,512,842.89**		**$ 3,553,262.15**		**$ 3,773,830.00**		**$ 4,001,673.80**					**$ 4,117,380.00**
	ADDITION OF 5% FOR NON-RESIDENT BIDS (FOR COMPARISON ONLY)								**$ 3,962,521.50**							

Heritage Lift Station

CITY OF GILLETTE
Information Technology GIS
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 equals 667 feet

1 inch equals 0.13 miles

October 21, 2024

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DATE: 11/5/2024 6:00:00 PM

SUBJECT:

Executive Session for Personnel Pursuant to W.S. 16-4-405(a)(ii) and Potential Litigation Pursuant to W.S. 16-4-405(a)(iii).

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I make a motion to go into Executive Session for Personnel Pursuant to W.S. 16-4-405(a)(ii) and Potential Litigation Pursuant to W.S. 16-4-405(a)(iii).

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
No Attachments Available