



CITY OF GILLETTE

Administration
P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone (307) 686-5203
www.gillettewy.gov

MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Patrick G. Davidson, Interim City Administrator
RE: General Information
DATE: September 29th, 2017

The following meetings are scheduled for the week of **September 30th – October 6th**

Monday, October 2nd

3:00 p.m. Patti Davidsmeier Retirement Party

Tuesday, October 3rd

6:00 p.m. City Council Pre-Meeting, Agenda Attached

- Introduction of Jim Williamson, Fleet Manager
- Introduction of Citizen Advisory Board Member
 - Gillette Historic Preservation Commission – Terry Sjolin
- Pre-Corp Franchise Agreement Discussion
- Review October 3rd Agenda
- Executive Session
- City Hall – 3rd Floor Conference Room
- Dinner Served at 5:30 p.m.

7:00 p.m. City Council Meeting

- City Hall - Council Chambers

1. Attached please find the **current monthly** calendar for October 2017.
2. Attached please find a memorandum regarding Interstate Industrial Park – Follow-up to September 19th Public Hearing dated September 28, 2017 provided by Interim Development Services Director VonEye.*
3. Attached please find a memorandum regarding Yard Waste Season Ends November 17, 2017 dated September 27, 2017 provided by Utilities Director Cole.
4. Attached please find an e-mail, draft agreement and map regarding Proposed Franchise Agreement Antelope Valley Annexation Area dated September 25, 2017 provided by Utilities Director Cole.*
5. Attached please find a letter regarding Gillette Regional Water Supply Project Funding Request dated September 26, 2017 provided by Utilities Director Cole.*
6. Attached please find information regarding the League of Women Voters Forum on October 9, 2017 at 6:30 p.m. in the Wright Town Hall Chambers provided by Energy Capital Economic Development.
7. Attached please find information regarding Letters from World War One on September 29, 2017 at 6:00 p.m. at the Rockpile Museum.
8. Attached please find a flyer regarding Coffee With A Cop on October 4, 2017 from 9:30 a.m. – 10:30 a.m. at Coffee Friends, 320 S. Gillette Avenue Suite B provided by the City of Gillette Police Department.

9. Attached please find **information** regarding the **Energy Capital Economic Development Quarterly Breakfast on October 12, 2017** at **Pizza Carrello** provided by **Energy Capital Economic Development**.
10. Attached please find **information** regarding **Wreaths Across America** provided by the **Gillette Civil Air Patrol**.
11. Attached please find a **thank you card** from **Gene Linn**.

* Item previously discussed by Council

PGD/adw



CITY OF GILLETTE

Administrative Services Department City Clerk Division

Karlene Abelseth, City Clerk/Print Shop
P.O. Box 3003 , Gillette, Wyoming 82717-3003
Phone (307) 686-5210 Fax (307) 686-4810
www.gillettewy.gov

**Pre-Meeting – 6:00 p.m.
City Hall – 3rd Floor Conference Room
Tuesday, October 3, 2017
Dinner Served at 5:30 p.m.**

Pre-Meeting Topic(s):

- Introduction of Jim Williamson, Fleet Manager
- Introduction of Citizen Advisory Board Member
 - Gillette Historic Preservation Commission – Terry Sjolin
- Pre-Corp Franchise Agreement Discussion
- Review October 3rd Agenda
- Executive Session

* Item previously discussed by Council

OCTOBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Patti Davidsmeier Retirement Party 3PM - 2nd FL	3 City Council Pre-Meeting, 6PM- 3rd FL Introduction of Fleet Manager Williamson Introduction of Citizen Advisory Board Member Pre-Corp Franchise Agreement Discussion City Council Meeting, 7PM, Council Chambers	4	5	6	7
8	9 Columbus Day	10 City Council Work Session - 6PM - 2nd FL Mowing Debrief Snow Season Pre-Brief Madison Update	11	12	13	14
15	16	17 City Council Pre-Meeting, 6PM- 3rd FL Information Systems & ESRI Involvement & Update on new Aerials - GIS City Council Meeting, 7PM, Council Chambers	18	19	20	21
22	23	24 City Council Work Session - 6PM - 2nd FL Crestview Improvement & Service District Discussion Citizen Survey Discussion Citizen Advisory Board Training 1:00 PM - GAMB Cottonwood Room	25	26 Citizen Advisory Board Training 5:30 PM CC Public Health Conf Room	27	28 NEWY/WYDOT Wyo-link Meeting 8AM - 2nd FL
29	30	31 City Council Work Session - 6PM - 2nd FL Canceled Happy Halloween 				

Interim City Administrator Wilde will be Out of the Office October 13th-17th



CITY OF GILLETTE

Development Services Department
Engineering Division
P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone 307.686.5265
www.gillettewy.gov

Memo

DATE: September 28, 2017

TO: Mayor and City Council
Patrick G. Davidson, Interim City Administrator 

FROM: Heath VonEye, P.E., City Engineer | Interim Director of Development Services 

RE: Interstate Industrial Park – Follow-up to September 19th Public Hearing

On October 3, 2017, the City Council will consider the Ordinance Ordering the Improvements for the Interstate Industrial Park and initiating the creation of Special Improvement District number 52.

In consideration of the upcoming ordinance, and as follow up to the questions posed during the September 19th Public Hearing, please find the information below, as summarized:

- What are the current fire flows in the Industrial Park's current water system?
 - The water system was designed strictly to meet domestic flow rates and are currently providing around 200 gallons per minute (gpm), up to 500 gpm with their fire pump equipment. The City's (and the International Fire Code's) required fire flow rate for an industrial park is 3,500 gpm.
- What do the Annexation Reports say about the street maintenance responsibilities within the industrial park?
 - The City accepted ownership and maintenance of the streets in the Industrial Park since their annexation in 2002. The City is reconstructing both Conestoga Drive and 2nd Street in conjunction with the proposed Special Improvement District's water system improvements.
- Is the City placing asphalt over the existing concrete pavement on Industrial Park Drive and Commerce Drive?
 - No, the concrete pavement on these two streets is not being reconstructed or paved over. Due to the high quality of street pavement that exists, they will both retain their current concrete paving sections. The mention of "temp asphalt patching" that was cited in the notice was related to the temporary surface patching of waterline trenches, as necessary, before the roadways of Conestoga Drive and East 2nd Street are reconstructed after the waterline work.
- What percentage of the Industrial Park owners agreed to move forward with the LID process?
 - The City received written support of 60% of the land owners within the boundary of the proposed improvement district prior to applying for the SLIB Drinking Water State Revolving Fund loan (DWSRF).
- When does the SLIB DWSRF Loan have to be spent by?
 - Per the Loan Agreement, the deadline to draw funds on the loan is December 1, 2019, which is in concert with the anticipated 2018/2019 construction schedule.



CITY OF GILLETTE

Utilities Department

611 N. Exchange Ave. • Gillette, Wyoming 82716
Phone 307.686.5262 • Fax 307.686.6564
www.gillettewy.gov

MEMO

TO: Patrick Davidson, Interim City Administrator 

FROM: Michael H. Cole, PE, Utilities Director 

COPY: Sawley Wilde, Public Works Director

DATE: September 27, 2017

RE: **General Information – Yard Waste Season Ends November 17, 2017**

Friday, November 17 is the last day the City's yard waste drop-off facility, located at the City's Wastewater Plant on Garner Lake Rd, will be open for the 2017 season.

Friday, November 17 is also the last day residential yard waste will be collected by the City's Solid Waste Division.

Please feel free to contact Mike Cole or Kim Klein if you have any questions.

From: **Michael Cole** <mikec@gillettewy.gov>

Date: Mon, Sep 25, 2017 at 10:42 AM

Subject: PRECorp Franchise Agreement DRAFT

To: mikee@precorp.coop

Cc: Patrick Davidson <patrickd@gillettewy.gov>, Anthony Reyes <anthonyr@gillettewy.gov>, Dan Bridges <DanB@gillettewy.gov>, Sawley Wilde <Sawley@gillettewy.gov>, quentinr@precorp.coop

Good Morning Mr. Easley.

Thanks for the phone call this morning. Attached is a draft version of the Franchise Agreement for the proposed Antelope Valley Annexation Area for your review and comment. Our legal staff used the Term Sheet that was completed several months ago and incorporated these terms within the attached draft agreement. We will likely have a few more edits prior to final consideration by our City Council in December 2017.

On behalf of the City Council, we cordially invite representatives of PRE-Corp to attend our City Council Pre-Meeting on Tuesday, October 3, 2017 at 6 pm in the Third Floor Conference Room at City Hall in Gillette. Dinner will be served at 5:30 pm. Please let me know how many will be attending on behalf of PRE-Corp so we have an adequate head count for the catering service.

During this Pre-Meeting, City Staff will provide an update to the City Council regarding the Draft Franchise Agreement. Our staff presentation should be less than 15 mins. This will be a great opportunity for PRE-Corp and the City to reaffirm our commitment to approve a Franchise Agreement for the Antelope Valley Annexation Area.

Our general timeline (Council Action) for the Antelope Valley Annexation Area is as follows:

- Tuesday, October 3, 2017, 7 pm, City Council Chambers -- Resolution to Establish a Public Hearing to consider the Annexation
- Tuesday, November 7, 2017, 7 pm, City Council Chambers -- Public Hearing and Ordinance, First Reading to approve the Annexation
- Tuesday, November 21, 2017, 7 pm, City Council Chambers -- Ordinance, Second Reading to approve the Annexation
- Tuesday, December 05, 2017, 7 pm, City Council Chambers -- Ordinance, Third Reading (Final Reading) to approve the Annexation

Our goal is to approve the Franchise Agreement during the Tuesday, December 5, 2017 City Council meeting - to coincide with the Ordinance, Third Reading for the Annexation Area.

Finally, attached is a copy of the proposed "Map" that will accompany the Annexation Ordinance. The map includes a general legal description of the boundary of the proposed Annexation Area.

Please feel free to give me a call if you have any questions. I've copied Interim City Administrator Sawley Wilde, City Attorney Patrick Davidson, Assistant City Attorney Tony Reyes, Electrical Manager Dan Bridges, and PRE-Corp Vice President of Engineering and Technical Services, Mr. Quentin Rogers, on this message.

Thanks,
Mike

Michael H. Cole, P.E.
Utilities Director | City of Gillette
(307) 686-5262 | www.gillettewy.gov

**FRANCHISE AGREEMENT FOR ANTELOPE VALLEY ANNEXATION AREA
BETWEEN POWDER RIVER ENERGY CORPORATION AND THE CITY OF
GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** The parties to this Agreement are Powder River Energy Corporation (“Company”), whose address is 221 Main Street, PO Box 930, Sundance, WY 82729, and the City of Gillette, Campbell County, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716.

2. **Purpose of Agreement.** The purpose of this Agreement is for the City to grant a non-exclusive franchise to Company for the limited purposes and uses as described more fully herein.
 - A. **Definitions.** For the purposes of this Agreement, the following words and phrases shall have the meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.
 - i. **Electric Service.** The sale, distribution or transmission of energy and power and any related services, tariffed or not, to Residents.
 - ii. **Facilities.** Collectively, all Company electric facilities within the Right of Way area which is the subject of this Franchise, including without limitation plants, works, systems, substations, transmission and distribution structures, lines, equipment, conduit, transformers, meters, wires, cables and poles, whether the same be located underground or overhead.
 - iii. **Franchise.** This electric Franchise Agreement and any corresponding Ordinance, including all the terms and conditions provided herein.
 - iv. **Franchise Area.** The Franchise Area includes the “Antelope Valley Annexation Area” as further described within Exhibit A, and any other areas or subdivision annexed by the City that is not served by the City.
 - v. **Gross Revenues.** Any revenue of the Company, of any kind, nature or form derived from the use or operation of the Facilities regardless of whether such revenue is derived from the provision of Electric Service. Gross revenues shall include, by way of example and not limitation, revenues from electric sales delivered within the City limits, imposition of any rate riders, installation, late fees, any other customer charges and revenues which may be derived from any other use of the Facilities (e.g. pole attachment revenues from

telecommunications or similar providers, as approved by the City). The term shall include revenues that are received now, as well as new revenue sources that may be developed in the future. Gross Revenues shall not include any amount received by the Company as a tax, occupation tax, franchise fee, fee or assessment of general applicability collected by the Company for pass-through to a governmental agency, nor to bad debt or to refunds or credits issued nor to revenues generated from retail or consumer leases, sales or repair of appliances or other consumer products. The term shall be construed to include revenues of Company's affiliates only to the extent necessary to prevent avoidance of fees owed on Company's Gross Revenues.

- vi. **Residents.** Persons, businesses, industries, governmental agencies and any other entities whatsoever, located or hereinafter located within the territorial boundaries of the City.
 - vii. **Right of Way.** Public highways, streets, alleys, roads or other public rights of way now or hereinafter dedicated, annexed, owned or controlled by the City within the territorial boundaries of the City, as now exist or as may be extended. Right of Way shall not include any designated parks, open space, fire or police stations or similar properties or easements granted to the City. In the event Company desires access to any designated park, open space, fire, police or similar property or a particular easement granted to the City, Company shall be required to request such access separate and apart from this Franchise.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from January 1, 2018 through December 31, 2022 ("Primary Term"). The Franchise will renew automatically for successive one (1) year terms unless either party provides written notice by certified mail at least 180 days before the end of the Primary Term or any successive term. Following the Primary Term, the City may terminate the Franchise for one or more subdivisions, or other areas within the Franchise Area, without terminating the entire Agreement. All services shall be completed during the Primary Term and any successive term.
4. **Payment.**
- A. **Franchise Fee.** The Company shall charge a Franchise Fee based on a percentage of Gross Revenues within the Franchise Area. Franchise Fee(s) more than two percent (2%) will be shown as a line item charge on the monthly bill for Residents in the Franchise Area. Company shall pay to the City, for each year the Franchise remains in effect, an amount to be imposed and collected from the consumers of electricity within the Franchise Area. The Franchise Fee shall be equal to a percentage, to be determined solely by the City, of the Company's Gross Revenues from the Franchise Area. The City shall notify the Company in writing by July 1 of each year during the

term of this Agreement of any adjustments to the Franchise Fee. Such notification shall state the Franchise Fee that shall be imposed by the City for the next calendar year. The Franchise Fee shall commence on January 1 the following year, or 180 days upon the City's notification date, whichever is later. The initial Franchise Fee upon execution of this Agreement shall be 2%.

- B. **Payments.** During the Franchise, the Company shall pay the Franchise Fee as a percentage of the Company's Gross Revenues from the Franchise Area on a monthly basis on or before the first day of each month. The first payment shall be due on March 1, 2018.

5. **Responsibilities of Company.**

A. **Stipulated Company Responsibilities.**

- i. **Rates.** Following annexation, the Company shall not increase service rates within the Franchise Area solely because of the franchise fees paid to City. The Company may increase rates unilaterally across all members at all locations served by the Company during the term of the Franchise, in accordance with the rules and regulations of the Wyoming Public Service Commission. This provision is not intended nor should it be construed to prevent the City from assessing a franchise fee within the Franchise Area.
- ii. **Maintenance.** The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of the maintenance, construction, operation, and repair of any electrical facilities
- iii. **Improvements by Company.** The Company shall meet with City at least one fiscal quarter prior to constructing any new infrastructure in the Franchise Area. Any new construction by the Company in the Franchise Area must comply with current City line extension policy, current City construction standards, all applicable federal, state, and local laws and regulations, to facilitate the integration of the existing Company system with the City's system.
- iv. **Line Extensions.** When the Company receives a request for a line extension from a member or developer, the Company will perform the necessary Load Study and notify the City. The parties shall meet to discuss the requirements for the build out. The City will design and construct the facilities. The Company will operate and maintain facilities for the term of the Franchise.
- v. **Street Lights.** The City is responsible for the replacement of existing street lights within the Franchise Area. When necessary the City shall install all facilities required to replace an existing street light.

The City shall provide the Company with the necessary inventory to maintain the street lights installed by the City. The Company shall invoice the City according to the Company's standard tariff rate per light.

- vi. **Easements.** The Company shall provide the City with accurate recording data for all easements regarding its Facilities within the Franchise Area, not later than two (2) years after the commencement of the Primary Term. Thereafter, The Company shall provide easement information for all new Facilities constructed within the Franchise Area annually. The Company shall obtain and properly record easements with the Campbell County Clerk and Ex Officio Recorder of Deeds for all Facilities constructed with the Franchise Area during the Franchise. The Company shall provide a copy of recorded easements to the City within six (6) months of obtaining an easement. The Company shall provide the City with a list of any facilities not covered by a recorded easement on or before the effective date of the Franchise. The Company will procure easements for any facilities not covered by an easement. All easements acquired during the franchise period shall be assignable to the City.
- vii. **Mapping.** The Company shall provide the City with a digital map of its facilities in the Franchise Area compatible with the latest version of ESRI ArcGIS. The Map data shall be attributed and layered to allow for identification of disparate systems. All data presented must be in a projection system and datum recognized by ESRI ArcGIS or be presented in Wyoming NAD 83, State Plane, East Zone, Feet units.
- viii. **Service Transfer Preparations.** The Company shall annually provide itemized monthly revenue and meter data and other required information for all services. The Company shall take all necessary steps to maintain the privacy of its members and City customers. The Company shall also provide the City with a list of all infrastructure and equipment within the Franchise Area, not later than two (2) years after the commencement of the Primary Term. The list of infrastructure and equipment shall include, but is not limited to the following:
 - a. Age of components;
 - b. Equipment nameplate data;
 - c. Transformer and capacitor PCB tracking and testing information; including copies of original PCB test reports;
 - d. Extract of Milsoft model data, including applicable external tables; and
 - e. Extract of GIS and extract of mapping data that is supplemental to GIS extract.

- ix. **Use of Right of Way.** The Company shall have the right to establish, construct, maintain and operate within the Right of Way, Facilities solely for the transmission, distribution and delivery of electricity for light, heat, and power, pursuant to the terms and conditions contained herein. The Company, subject to the terms and conditions contained herein, shall have the right to install, remove, change, alter or extend Facilities as may be necessary for the proper operation and maintenance of the Company's electric systems, in, upon, across or under the Right of Way. Further, the Company shall have the right to maintain and operate all Facilities, as of the effective date of this Franchise, already in any designated park, open space, fire, police facilities or easements of the City.
- x. **Electric Service Only; Interpretation and conflicts.** This Franchise authorizes only the provision of Electric Service. This Franchise shall not act as a bar or in any respect prevent the City from imposing lawful conditions related to the provision of non-Electric Services. This Franchise does not eliminate any obligation of the Company to obtain other authorizations as lawfully may be required. Nothing in this Section is intended to expand or contract the City's rights to regulate non-Electric Services as those rights may exist under governing law.
- xi. **Affiliates must comply.** Any affiliate of the Company involved in the management or operation of the Facilities in the City shall comply with the terms and conditions of the Franchise. The Company shall be fully liable for any act or omission of an affiliate that controls the Company or is responsible in any manner for the management or operation of the Facilities that results in a breach of this Franchise as if the act or omission was the Company's act or omission.
- xii. **Company bears own costs.** Unless otherwise expressly provided in this Franchise, all acts that the Company is required to perform under this Franchise shall be performed at its own expense. Nothing herein shall preclude Company from pursuing payment from a third party.

B. Emergency Response.

- i. **Required Response.** The Company shall use due diligence in providing a timely response to and, as necessary, securing a site, regarding an isolated emergency, including without limitation, situations such as a line down, a pole hit or a fire, notwithstanding other emergencies of greater priority, such as instances involving hospitals and life-support customers.
- ii. **Response to City Dispatcher.** The Company shall provide a verbal response to the City dispatcher within fifteen (15) minutes after Company becomes aware of an isolated emergency. The purpose and

intent of the verbal response is to communicate the estimated time of arrival of the Company and to acknowledge action by the Company to the isolated emergency. The Company shall make every effort to promptly have Company work crews available to respond to and repair isolated emergencies that occur in the Franchise Area.

C. **Minimum Conditions of Use.**

- i. **City use of Facilities.** The City shall have the right to install and maintain free of charge upon any poles or in any conduit owned by the Company any wire and pole fixture that does not unreasonably interfere with Company operations when such use is not in conflict with federal or state health or safety requirements. Provided, however, that the Company shall not be responsible for any liability that may arise because of such use. If the Company changes, removes or alters any of its facilities, the City shall alter, remove or relocate its installations at its own expense upon the request of the Company. The City may not use the Facilities for the provision of electric services unless such use concerns the interconnection of a Qualifying Facility, or, as may otherwise be agreed to between the City and the Company.
- ii. **Estimate of Gross Revenue.** The Company shall provide an estimate of the Gross Revenue and resultant franchise fee, on or before March 1, 2018 and each March thereafter during the term of the Franchise, to facilitate the City's budget process.
- iii. **All work subject to applicable laws and regulations.** The maintenance, construction, operation and repair of the Facilities shall be performed in accordance with applicable federal, state, and local laws and regulations.
- iv. **Permits.** No Construction, operation or repair of the Facilities shall commence until all required permits have been obtained and all required permit fees have been paid, except in emergency situations.
- v. **Maps of Construction.** Company shall file maps and/or drawings with the City showing the location of any construction or extension of facilities and services in any Right of Way. Maps and drawings shall show overall size, material, and configuration of any duct banks.
- vi. **Restoration.** The Company understands and agrees that after any excavation and associated work is completed, the Company shall, at its own expense, remove all surplus material, and restore the Right of Way, and/or other affected public or private property as required by applicable federal, state, and local laws and regulations. If the Company fails to restore the affected property, the City may, after

ten (10) days written notice, make the restoration in a manner satisfactory to the City at the expense of the Company.

- vii. **Use of existing poles and conduit.** Company shall use existing poles and conduit wherever possible. No new poles shall be placed in the Right of Way without written permission of the City.
- viii. **Publicizing construction work.** The Company agrees to publicize the initial build or any substantial rebuild or upgrade of the Facilities in each affected neighborhood at least one week before commencing that work by providing written notice to the City and by notifying those persons whose property is within 200 feet of the work in at least two of the following ways: telephone, in person, by mail, by distributing flyers or by publication in local newspapers or by television public service announcements.
- ix. **Field markings.** Any spot or field marking required by the City of any electric facility, including street lights, for any reason shall be accomplished within forty-eight (48) hours of the City's request at no cost to the City. Under no circumstances shall the City be responsible for costs or damages associated with the Company's failure to timely identify such facilities or any incorrectly identified or located facilities.
- x. **Moving Structures.** The Company shall move its wires or other facilities to permit the moving of any structure requested by the City, at no cost to the City.
- xi. **Review of City Project Plans.** Upon submittal by the City of any construction plans, the Company shall review such plans and identify locations of Company wires and facilities at the earliest possible moment. Under no circumstances shall the City be responsible for any damage to any wires or facilities the Company fails to properly identify.
- xii. **Utility Contracts.** The Company shall provide the name and contact person of any utility provider which the Company has granted any right to use Company property located in the Right of Way, within thirty (30) days of a request from the City.

D. **Delivery and Compliance.**

- i. **Delivery of Electricity.** The Company shall take all reasonable and necessary steps to deliver and provide adequate electric service to the Franchise Area and its Residents in compliance with all federal, state, and local laws and regulations.
- ii. **Restoration of Service.** If any or all of the Company's Facilities are

destroyed or incapacitated, the Company shall diligently restore its system within the shortest practical time.

iii. **Capital Improvements.** Representatives of the City and the Company shall meet annually to discuss annual and long-term planning for capital improvements projects contemplated by each within the Franchise Area. The Company shall use its best efforts to include the plans of the City within its own capital improvements projects.

iv. **Compliance with Regulatory Agencies and Environmental Laws.** The Company shall comply with all applicable all federal, state, and local environmental laws and regulations.

E. **Tree Trimming, Removal, Replacement.**

i. **Trimming and Replacement.** The Company shall, when possible, avoid tree removal and engage in appropriate trimming and pruning of existing trees in the Right of Way. Company tree trimming in Right of Way shall be performed under the guidance of a certified arborist. Company may remove trees under the guidance of a certified arborist as necessary to protect overhead wires from possible tree damage.

6. **Responsibilities of City.**

A. **Ordinance Revision.** The City shall provide the Company at least ninety (90) days notice of the implementation or revision to any ordinances, resolutions, rules, or policies which may affect or alter the operation of the Company in the Franchise Area.

B. **Improvements by City.** The City may install improvements within the Franchise Area ("Customer Builds"). All Customer Builds are the sole property of the City. During the term of the Franchise, Customer Builds will be operated and maintained by the Company. The Company shall not be compensated for any Customer Builds. The City will meet with the Company at least six (6) months prior to any Customer Builds to ensure the Customer Builds do not impact customer service or the Company's infrastructure.

C. **Planting New Trees.** The City agrees to consult with the Company in selecting the species and location of future trees planted by the City in or near Company's Facilities.

7. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement

shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- B. **Applicable Law/Venue.** 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 City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.
- C. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.
- D. **Audit/Access to Records.** The City and any of its representatives shall have access to any books, documents, papers, and records of the Company which are pertinent to this Agreement. The Company shall, immediately upon receiving written instruction from the City, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Company which are pertinent to this Agreement. The Company shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the City.
- E. **Availability of Funds.** Any payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the Agreement may be terminated by the City at the end of the period for which the funds are available. The City shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the City to terminate this Agreement to acquire similar services from another party.
- F. **Award of Related Agreements.** The City may undertake or award supplemental or successor contracts for work related to this Agreement. The Company shall cooperate fully with other contractors and the City in all such cases.
- G. **Compliance with Laws.** The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the

performance of this Agreement.

- H. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Company in the performance of this Agreement shall be kept confidential by the Company unless written permission is granted by the City for its release.
- I. **Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- J. **Extensions/Renewals.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the City and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement. Any amendment to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, a detailed description of those duties.
- K. **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, 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 City does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.
- L. **Indemnification.** The Company shall indemnify, defend, and hold harmless

the City, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Company's failure to perform any of Company's duties and obligations hereunder or in connection with the negligent performance of Company's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Company's actions.

- M. **Independent Contractor.** The Company shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the City for any purpose. The Company shall assume sole responsibility for any debts or liabilities that may be incurred by the Company 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 Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on the behalf of the City. The Company agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Company or the Company's agents and/or employees as a result of this Agreement.
- N. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- O. **Notice and Approval of Proposed Sale or Transfer of the Company.** The Company shall provide the City with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Company. Such notice shall be provided in accordance with the notices provision of this Agreement. If the City determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Company's obligations under this Agreement, then the City may, at its option, terminate or renegotiate the Agreement.
- P. **Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the City.
- Q. **Patent or Copyright Protection.** The Company recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Company or its subcontractors will violate any such restriction. The Company shall defend and indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

R. **Proof of Insurance.**

- i. Commercial General Liability Insurance. The Company shall provide coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
- ii. Business Automobile Liability. The Company shall maintain, during the entire term of this Agreement, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- iii. 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. Company 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 City.
- iv. City as Additional Insured. All insurance policies required by this Agreement, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Company shall provide, upon request, a copy of an endorsement providing this coverage.
- v. City's Right to Reject. The City reserves the right to reject a certificate of insurance if the Company's insurance company is widely regarded in the insurance industry as financially unstable.
- vi. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Company's responsibility to ensure that its subcontractors meet these insurance requirements. The City has the right to review the Certificates of any and all subcontractors used by the Company.

S. **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.

T. **Governmental Immunity.** The City does not waive governmental immunity by entering into this Agreement and specifically retain all

immunities and defenses available to them pursuant to Wyo. Stat. §§ 1-39-101-121 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.

U. **Taxes.** The Company shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.**

- i. This Agreement may be terminated immediately for cause if the Company fails to perform in accordance with the terms of this Agreement.
- ii. If the City revokes the Franchise or the Franchise otherwise terminates, the City shall have the following rights, in addition to the rights specified in this Franchise or under applicable law:
 - a. Company must stop using the Facilities for the purposes authorized by the Franchise.
 - b. The City may require the Company to remove any or all the Company's Facilities at the Company's expense. If the Company fails to do so within a reasonable period of time, the City may have the removal done at the Company's and/or surety's expense, subject to any right of abandonment that may be provided for under applicable law.
 - c. If the Facilities or any part thereof are abandoned by Company, the City may require the Company to transfer title to the abandoned portions to it at no charge, free and clear of encumbrances, and the same will become the City's property and the City may keep, sell, assign, or transfer all or part of the assets or otherwise dispose of those assets as it sees fit.
- iii. This Franchise will terminate automatically by operation of law thirty (30) calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the Company, whether in receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding.
- iv. Upon the termination of the Franchise, the parties agree that the City will serve the Franchise Area with electrical power. Upon the termination of the Franchise, at any time after the five (5) year primary term, the City will have no obligation to compensate Basin

Electric Power Cooperative or any other supplier to the Company. The Company and the City shall negotiate the compensation due the Company for its facilities and income in accordance with the Agreement for Resolution and Settlement of Electric Service Areas.

- W. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- Y. **Waiver.** 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

POWDER RIVER ENERGY CORPORATION

Date

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

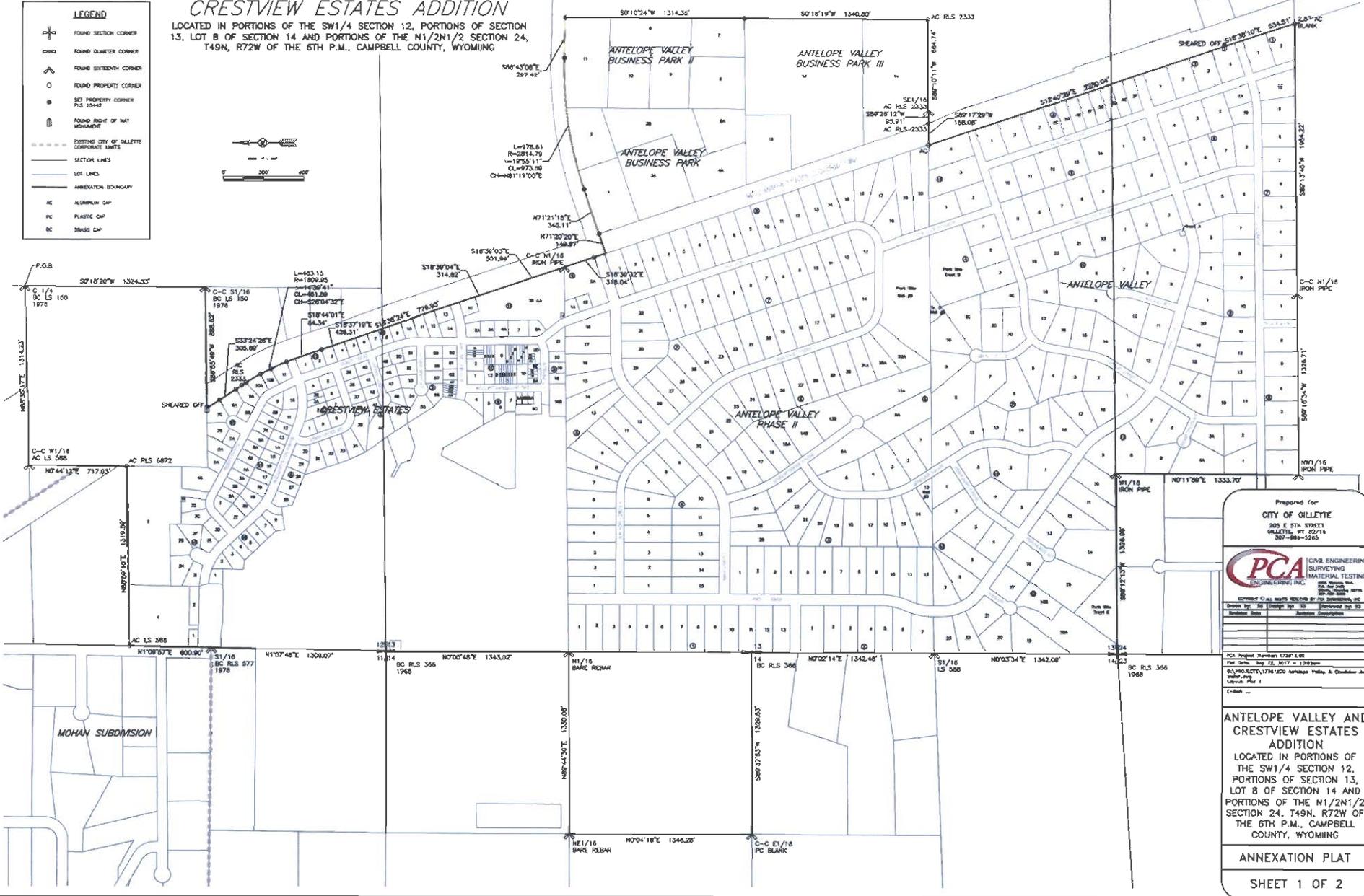
Anthony M. Reyes

Date

ANTELOPE VALLEY AND CRESTVIEW ESTATES ADDITION

LOCATED IN PORTIONS OF THE SW1/4 SECTION 12, PORTIONS OF SECTION 13, LOT B OF SECTION 14 AND PORTIONS OF THE N1/2N1/2 SECTION 24, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

LEGEND	
	FOUND SECTION CORNER
	FOUND QUARTER CORNER
	FOUND SIXTEENTH CORNER
	FOUND PROPERTY CORNER
	SECTION PROPERTY CORNER PLS 19442
	FOUND RIGHT OF WAY MONUMENT
	EXISTING CITY OF GILLETTE CORPORATE LIMITS
	SECTION LINES
	LOT LINES
	ANNEXATION BOUNDARY
	ALUMINUM CAP
	PLASTIC CAP
	BRASS CAP



Prepared for:
CITY OF GILLETTE
 205 E 5TH STREET
 GILLETTE, WY 82714
 307-684-5265

PCA CIVIL ENGINEERING
 SURVEYING
 MATERIAL TESTING
 ENGINEERING P.A.C.
 205 E 5TH STREET
 GILLETTE, WY 82714
 307-684-5265

Drawn by: SA Design by: SA
 Scale: As Shown
 Date: 10/13/11

PCA Project Number: 172613.00
 Plot Date: Sep 22, 2011 - 1:09pm
 @:\PROJECTS\17261300 Antelope Valley, A. Chouhara Job
 (Drawn) Plot 1

Created: ...

**ANTELOPE VALLEY AND
CRESTVIEW ESTATES
ADDITION**

LOCATED IN PORTIONS OF
 THE SW1/4 SECTION 12,
 PORTIONS OF SECTION 13,
 LOT B OF SECTION 14 AND
 PORTIONS OF THE N1/2N1/2
 SECTION 24, T49N, R72W OF
 THE 6TH P.M., CAMPBELL
 COUNTY, WYOMING

ANNEXATION PLAT

SHEET 1 OF 2

ANNEXATION CERTIFICATE
 THIS ANNEXATION PLAN AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAN IS A TRUE AND CORRECT COPY OF THE MAP TO BE ANNEXED AND IS MADE BY PETITION OF THE MAJORITY OF THE OWNERS OWNING A MAJORITY OF THE LAND.

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

CITY OF GILLETTE, MAYOR _____

STATE OF WYOMING _____

CAMPBELL COUNTY _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY THE CITY OF GILLETTE, WYOMING AS A FREE AND VOLUNTARY ACT AND DEED, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

BY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

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

CHAIRMAN _____

SECRETARY _____

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

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

MAYOR _____

CITY CLERK _____

CERTIFICATE OF REVIEW BY THE CITY ENGINEER

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

CITY ENGINEER _____

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

COUNTY CLERK _____

ANTELOPE VALLEY AND CRESTVIEW ESTATES ADDITION

LOCATED IN PORTIONS OF THE SW1/4 SECTION 12, PORTIONS OF SECTION 13, LOT 8 OF SECTION 14 AND PORTIONS OF THE N1/2N1/2 SECTION 24, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN PORTIONS OF THE SW1/4 SECTION 12, PORTIONS OF SECTION 13, LOT 8 OF SECTION 14 AND PORTIONS OF THE N1/2N1/2 SECTION 24, ALL SITUATED IN T49N, R72W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF THE SAID SECTION 12, BEING MONUMENTED BY A 1976 BRASS CAP STAMPED LS 150 AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 12, 500.18/20"W, 1324.33 FEET TO THE CENTER SOUTH 1/16TH CORNER OF SAID SECTION 12, BEING MONUMENTED BY A 1976 BRASS CAP STAMPED LS 130;

THENCE ALONG THE SOUTH 1/16TH LINE OF SAID SECTION 12, S89°55'49"W, 888.62 FEET TO THE WESTERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY 59, ALSO BEING THE EASTERLY LINE OF CRESTVIEW ESTATES SUBDIVISION PHASE I, AS RECORDED IN BOOK 3 OF PLATS, PAGE 143 OF THE CAMPBELL COUNTY CLERK'S OFFICE, BEING MONUMENTED BY A SHEARED OFF RIGHT OF WAY MONUMENT;

THENCE ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S32°42'26"E, 305.69 FEET TO THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 2333;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, THROUGH SAID CURVE HAVING A DELTA ANGLE OF 143°39'41", A RADIUS LENGTH OF 1809.95 FEET, AN ARC LENGTH OF 463.15 FEET, A CHORD BEARING OF S29°04'32"E, AND A CHORD LENGTH OF 461.89 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°44'01"E, 64.34 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°37'19"E, 426.31 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°38'24"E, 779.93 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°39'04"E, 314.62 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°38'03"E, 501.94 FEET TO THE CENTER NORTH 1/16TH OF AFOREMENTIONED SECTION 13, BEING THE SOUTHEAST CORNER OF AFOREMENTIONED CRESTVIEW ESTATES, ALSO BEING THE NORTHEAST CORNER OF ANTELOPE VALLEY PHASE II, AS RECORDED IN BOOK 2 PLATS, PAGE 153, MONUMENTED BY AN IRON PIPE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND ALONG EASTERLY LINE OF SAID ANTELOPE VALLEY PHASE II, S18°38'32"E, 318.04 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, N71°20'20"E, 149.87 FEET TO THE NORTHWEST CORNER OF ANTELOPE VALLEY BUSINESS PARK, AS RECORDED IN BOOK 6 PLATS, PAGE 146, ALSO BEING THE INTERSECTION OF AFOREMENTIONED WYOMING STATE HIGHWAY 59 AND UNION CHAPEL ROAD AS RECORDED IN BOOK 1151 PHOTOS, PAGE 161, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 10542;

THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID UNION CHAPEL ROAD, N71°21'15"E, 345.11 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 15542;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, THROUGH SAID CURVE HAVING A DELTA ANGLE OF 195°51'11", A RADIUS LENGTH OF 2814.79 FEET, A CHORD BEARING OF N81°19'00"E, AND A CHORD LENGTH OF 973.69 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY, MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 10542;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S88°43'08"E, 297.42 FEET TO THE NORTHEAST CORNER OF ANTELOPE VALLEY BUSINESS PARK PHASE II, AS RECORDED IN BOOK 7 PLATS, PAGE 45, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 10542;

THENCE ALONG THE SOUTH LINE OF SAID ANTELOPE VALLEY BUSINESS PARK PHASE II, S00°10'24"W, 1314.25 FEET TO THE SOUTHEAST CORNER OF SAID ANTELOPE VALLEY BUSINESS PARK PHASE II, ALSO BEING THE NORTHEAST CORNER OF ANTELOPE VALLEY BUSINESS PARK PHASE II, AS RECORDED IN BOOK 10 PLATS, PAGE 10, MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 10542;

THENCE ALONG THE EAST LINE OF ANTELOPE VALLEY BUSINESS PARK PHASE II, S00°16'19"W, 1340.80 FEET TO THE SOUTHEAST CORNER OF SAID ANTELOPE VALLEY BUSINESS PARK PHASE II, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 2333;

THENCE ALONG THE SOUTH LINE OF SAID ANTELOPE VALLEY BUSINESS PARK PHASE II, S89°10'11"W, 664.74 FEET TO THE SOUTHEAST 1/16TH CORNER OF AFOREMENTIONED SECTION 13, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 2333;

THENCE CONTINUING ALONG SAID SOUTH LINE, S89°26'12"W, 95.91 FEET TO THE SOUTHEAST CORNER OF SAID ANTELOPE VALLEY BUSINESS PARK PHASE II, ALSO BEING A POINT ON THE EAST RIGHT OF WAY OF AFOREMENTIONED WYOMING STATE HIGHWAY 59, BEING MONUMENTED BY A REBAR WITH AN ALUMINUM CAP STAMPED RLS 2333;

THENCE S89°17'29"W, 158.08 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY 59, ALSO BEING THE NORTHEAST CORNER OF ANTELOPE VALLEY, AS RECORDED IN BOOK 7 PLATS, PAGE 69, MONUMENTED BY AN ALUMINUM CAP;

THENCE ALONG SAID WESTERLY RIGHT OF WAY AND EASTERLY LINE OF SAID ANTELOPE VALLEY, S18°40'29"E, 2280.04 FEET TO A SHEARED OFF RIGHT OF WAY MONUMENT;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY AND SAID EASTERLY LINE, S18°38'10"E, 534.51 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED ANTELOPE VALLEY, MONUMENTED BY A BLANK ALUMINUM CAP;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY, ALONG THE SOUTH LINE OF SAID ANTELOPE VALLEY, S89°13'45"W, 1984.22 FEET TO THE CENTER NORTH 1/16TH CORNER OF AFOREMENTIONED SECTION 24, MONUMENTED BY AN IRON PIPE;

THENCE CONTINUING ALONG SAID SOUTH LINE, S89°16'34"W, 1326.71 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 24, MONUMENTED BY AN IRON PIPE;

THENCE ALONG A WESTERLY LINE OF SAID ANTELOPE VALLEY, N00°11'50"E, 1333.70 FEET TO THE WEST 1/16TH CORNER OF SAID SECTIONS 13 AND 24, MONUMENTED BY AN IRON PIPE;

THENCE ALONG A SOUTHERLY LINE OF SAID ANTELOPE VALLEY, S89°12'13"W, 1326.98 FEET TO THE SOUTHWEST CORNER OF SAID ANTELOPE VALLEY, ALSO BEING THE SOUTHWEST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 1968 BRASS CAP STAMPED RLS 366;

THENCE ALONG THE WEST LINE OF SAID ANTELOPE VALLEY, ALSO BEING THE WEST SECTION LINE OF SAID SECTION 13, N00°03'54"E, 1342.09 FEET TO THE NORTHWEST CORNER OF SAID ANTELOPE VALLEY, ALSO BEING THE SOUTHWEST CORNER OF AFOREMENTIONED ANTELOPE VALLEY PHASE II, BEING THE SOUTH 1/16TH CORNER OF SECTIONS 13 AND 14, MONUMENTED BY A REBAR WITH ALUMINUM CAP STAMPED LS 588;

THENCE CONTINUING ALONG SAID WEST SECTION LINE AND WEST LINE OF ANTELOPE VALLEY PHASE II, N00°02'14"E, 1342.46 FEET TO WEST QUARTER CORNER OF SAID SECTIONS 13, BEING MONUMENTED BY A BRASS CAP STAMPED RLS 366;

THENCE LEAVING SAID WEST SECTION LINE AND SAID WEST LINE, ALONG THE SOUTH LINE OF LOT 8 OF SAID SECTION 14, S89°37'53"W, 1329.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, MONUMENTED BY A BLANK PLASTIC CAP;

THENCE ALONG THE WEST LINE OF SAID LOT 8, N00°04'18"E, 1346.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BEING MONUMENTED BY A BARE REBAR;

THENCE ALONG THE NORTH LINE OF SAID LOT 8, N89°44'30"E, 1330.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, ALSO BEING THE NORTHWEST CORNER OF AFOREMENTIONED ANTELOPE VALLEY PHASE II, MONUMENTED BY A BARE REBAR;

THENCE ALONG AFOREMENTIONED WEST SECTION LINE OF SECTION 13, N00°05'48"E, 1343.02 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13, BEING MONUMENTED BY A 1968 BRASS CAP STAMPED RLS 366;

THENCE ALONG THE WEST SECTION LINE OF AFOREMENTIONED SECTION 12, N01°07'48"E, 1309.07 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 11 AND 12, BEING MONUMENTED BY A 1976 BRASS CAP STAMPED RLS 577;

THENCE ALONG THE EAST LINE OF MOPAH SUBDIVISION, AS RECORDED IN BOOK 2 PLATS, PAGE 44, ALSO BEING ON THE EASTERLY RIGHT OF WAY OF PATTY AVENUE AND THE WEST LINE OF SAID SECTION 12, N01°09'57"E, 600.90 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED CRESTVIEW ESTATES, MONUMENTED BY A REBAR WITH ALUMINUM CAP STAMPED LS 508;

THENCE ALONG THE NORTH LINE OF SAID CRESTVIEW ESTATES, N88°59'10"E, 1319.59 FEET TO A POINT ON THE WEST 1/16TH LINE OF AFOREMENTIONED SECTION 12, MONUMENTED BY A REBAR WITH ALUMINUM CAP STAMPED PLS 6872;

THENCE ALONG SAID WEST 1/16TH LINE, N00°44'12"E, 717.63 FEET TO CENTER WEST 1/16TH CORNER OF SAID SECTION 12, BEING MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 686;

THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 12, N88°35'17"E, 1314.23 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, BRUCE W. SLOAN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF WYOMING. THIS SURVEYORSHIP PLAN IS A TRUE, CORRECT AND COMPLETE PLAN OF THE ANTELOPE VALLEY AND CRESTVIEW ESTATES TRACT, LOCATED IN PORTIONS OF THE SW1/4 SECTION 12, PORTIONS OF SECTION 13, LOT 8 OF SECTION 14 AND PORTIONS OF THE N1/2N1/2 SECTION 24, BEING 4729 ACRES OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING. AS LINE DATA, PLATINGS, DISTANCES AND OTHER DATA ON THIS PLAN WAS TAKEN FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

ASSOCIATIONAL SUMMARY:

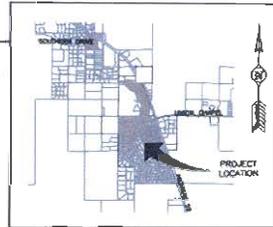
TOTAL AREA: 742.48 ACRES
 RIGHT OF WAY: 74.1 ACRES

BENCHMARK

BASED ON CITY OF GILLETTE
 GEODETIC CONTROL MONUMENT #61
 ELEVATION= 4628.26

BASIS OF BEARING

THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK
 ALL MEASURED DISTANCES ARE CORRECTED FOR CURVATURE AND REFRACTION
 SURFACE MEASUREMENTS ARE CORRECTED TO SEA LEVEL
 ALL ANGLES ARE CALCULATED AT SURFACE



VICINITY MAP

Prepared for:
CITY OF GILLETTE
 205 E 5TH STREET
 GILLETTE, WY 82714
 307-689-2093

PCA CIVIL ENGINEERING SURVEYING MATERIAL TESTING
 ENGINEERING INC. 205 E 5TH STREET, SUITE 200, GILLETTE, WY 82714
 307-689-2093

Consent of All Interests Affected by this Amendment on _____
 Drawn by: [] Checked by: []
 In-Scale Only _____
 Assessor Description _____

PCA Project Number: 172811-00
 Plat Date: Sep 22, 2017 @ 1:00pm
 61/PROJECT/172811000 Antelope Valley II Checklist and Platting
 Layout: Plat 1 (D)

E-Book: _____

ANTELOPE VALLEY AND CRESTVIEW ESTATES ADDITION
 LOCATED IN PORTIONS OF THE SW1/4 SECTION 12, PORTIONS OF SECTION 13, LOT 8 OF SECTION 14 AND PORTIONS OF THE N1/2N1/2 SECTION 24, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

ANNEXATION PLAT

SHEET 2 OF 2



CITY OF GILLETTE

Utilities

P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone (307) 686-5262
www.gillettewy.gov

September 26, 2017

Harry C. LaBonde, Jr., P.E., Director
Wyoming Water Development Commission
6920 Yellowtail Road
Cheyenne, WY 82002

RE: GILLETTE REGIONAL WATER SUPPLY PROJECT
REGIONAL EXTENSIONS PROJECT – PHASES 3 AND 4
WWDC Level III Design Funding Request

Mr. LaBonde,

In August, 2011, the City of Gillette submitted a Level III application on behalf of Water Districts located within the *Gillette Regional Designated Service Area* requesting design and construction funding for the Regional Extensions to serve these Water Districts. A copy of the original August 2011 WWDC Level III application and appendices can be downloaded from the following internet link.

<http://www.gillettewy.gov/city-government/departments/utilities/gillette-regional-water-supply-project/district-extensions-and-wwdc-level-iii-application>

WWDC staff asked future project requests to be prioritized this \$60 million project to better match the Water Districts' pressing needs with funding available from your program. Design and construction funding for the highest priority Regional Extensions was received as part of the initial application request. This project, identified as the Gillette Regional Water Project – Phase 1 District Extensions, was completed this year and water is now available and being served to seven water districts from the regional system. This project has provided critical relief to pressing water quality concerns.

The City of Gillette has, to date, entered into 21 Water Service Agreements. Three project priorities serving 15 water districts have now received funding from the Commission. Seven of these districts are connected to the system and the remaining eight are in various stages of design.

Based on the initial feedback we have received from entities and local water improvement and service districts, at this time, the City of Gillette respectfully requests Level III construction funding from the WWDC on a 67% grant basis in the amount of **\$2,416,542.37** to commence the construction of connections for the Freedom Hills, American Road, Meadow Springs, and Crestview water and improvement and service districts. This project will add the following numbers of connections within the four districts to the regional system:

- Crestview Estates 176
- American Road Water and Sewer District 76
- Freedom Hills ISD 160
- Meadow Springs ISD 16

Additionally, the City of Gillette respectfully requests Level III funding from the WWDC on a 67% grant basis in the amount of **\$182,843.70** to commence the design, permitting, and right of way acquisition for the Fox Ridge, Rozette Ranchettes, and Buckskin water and improvement and service districts. This project will add 89 connections within the three districts to the regional system.

- Fox Ridge ISD 41
- Rozette Ranchettes ISD 32
- Buckskin ISD 16

The total budget for this project is summarized in the enclosed tables entitled *Gillette Regional Water Supply – District Extensions Project (Revised September 2017)*.

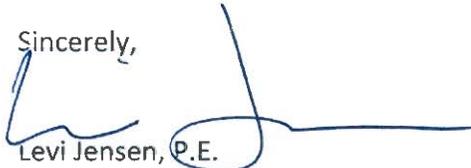
A copy of the 2010 HDR (Level II) Regional System Potential Participant Connections Final Study can be accessed from the following internet link. The detailed construction cost estimates and map books from this study were used to develop the basis of the overall project budget. Construction cost estimates have been updated for the projects in this year's request with more detailed costs based on bid tabulations from the Priority One project and from the Fox Ridge and Buckskin Level 2 studies that were recently completed.

<http://www.gillettewy.gov/city-government/departments/utilities/gillette-regional-water-supply-project/hdr-regional-participant-connection-study-final>

The local 33% match is funded from revenue collected from a Specific Purpose Excise Tax (Capital Facilities Tax) approved by Campbell County Voters during a May 3, 2011 Special Election. Collections for this 1% Specific Purpose Excise Tax commenced on October 1, 2011 and reached its \$20M goal in the first quarter of 2015.

Thank you for your consideration. As always, the City of Gillette appreciates the technical and financial support provided by the Wyoming Water Development Commission. Please do not hesitate to contact me if you have any questions or need additional information at 307-687-2534 or e-mail: levij@gillettewy.gov.

Sincerely,



Levi Jensen, P.E.
Utility Project Manager

Enclosure(s): Gillette Regional Water Supply – Future and Potential Connections (Revised September 2017) (7 pages)
Project Maps (11 pages)
Resolution No. 2635 (2 pages)

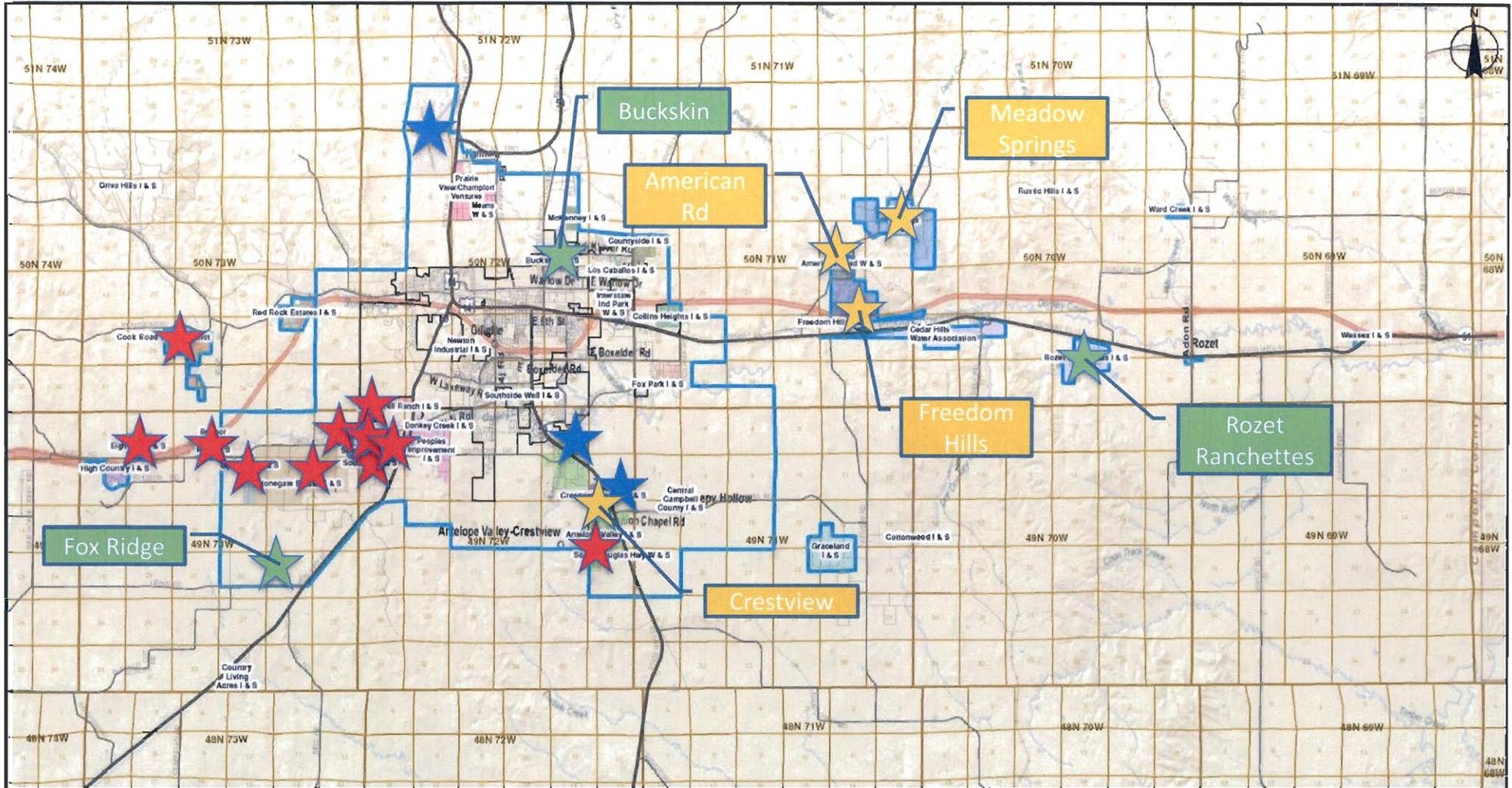
email copy: Louise Carter-King, Mayor, City of Gillette
Patrick Davidson, Interim City Administrator, City of Gillette
Beth Cockrum, Grant Specialist, City of Gillette
Michael Cole, Utilities Director, City of Gillette
Kevin King, P.E., Public Works Director, Campbell County
Bryan Clerkin, P.E., Project Manager, Wyoming Water Development Office
Jodie Pavlica, P.E., Project Manager, Wyoming Water Development Office

Gillette Regional Water Supply Project

District Connections – 2017 Funding Request



We Are All In This TOGETHER



1 inch = 2 miles

Legend

- Designated Service Area (DSA)
- Gillette City Limits
- Section
- Township



2017 Application (Construction)



2017 Application (Design/ROW)



Connected and/or Fully Funded



Future Projects (signed WSA)

Exhibit C
Gillette Regional Water Supply System
Designated Service Area



December 16, 2010

Gillette Regional Water System Service Area - JPA

RESOLUTION NO. 2635

A RESOLUTION AUTHORIZING UTILITIES DEPARTMENT STAFF TO SUBMIT A LEVEL III GRANT APPLICATION ON BEHALF OF THE CITY OF GILLETTE IN THE AMOUNT OF \$2,563,857.32 TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR PROJECTS TO EXTEND REGIONAL WATER SERVICE TO EXISTING IMPROVEMENT AND SERVICE DISTRICTS AND OTHER WATER SYSTEMS COLLECTIVELY REFERRED TO AS "WATER DISTRICTS" LOCATED WITHIN THE DESIGNATED SERVICE AREA AS ESTABLISHED BY THE DECEMBER 21, 2010 CITY/COUNTY JOINT POWERS AGREEMENT FOR THE GILLETTE REGIONAL WATER SUPPLY PROJECT.

WHEREAS, the City of Gillette conducted a Long Term Water Supply, Level II Study which identified an additional parallel Madison pipeline with an expanded well field, booster stations, treatment facilities and storage reservoirs in order to meet long term water supply needs for the Gillette Area.

WHEREAS, the City of Gillette has applied for and was approved funding commitments from the Wyoming State Legislature for the Design, Permitting, Easements and Construction for the Gillette Madison Pipeline Project.

WHEREAS, the Wyoming Water Development Commission completed an October 2009 Gillette Regional Master Plan Level I Study which identified a Regional Water Service area that will benefit existing Water Districts surrounding Gillette.

WHEREAS, the City of Gillette, with assistance from Campbell County, completed a May 2010 Regional System Potential Participant Connections (Level II) Study which provided detailed construction budget cost estimates to extend regional water service to existing Water Districts surrounding Gillette.

WHEREAS, the City of Gillette and Campbell County, with assistance from the Wyoming Water Development Commission, executed a December 21, 2010 Regional Water Joint Powers Agreement that identifies a Designated Service Area, Organization Structure, Financial Strategies and Governance Methods for future management of the Gillette Regional Water Supply System.

WHEREAS, \$20 million in revenues was received through a Specific Purpose Excise Tax (Capital Facilities Tax) to pay for the 33% local match to extend Regional Water Service from the new Gillette Madison Pipeline to existing Water Districts located within the Designated Service Area for the Gillette Regional Water Supply Project.

WHEREAS, the City of Gillette, with assistance from Campbell County, requested and recently received basic information from Water Districts located within the Designated Service Area including resolutions of support, water quality reports, condition assessments and financial information for their respective water system to aid in the City's effort to request and prioritize Level III Project Grant Funding from the Wyoming Water Development Commission for the engineering design, permitting, easement and construction funding for 67% of the costs necessary to extend Regional Water Service to the Water Districts.

WHEREAS, the City of Gillette has entered into Water Service Agreements with Water Districts Identified as Priority One Water Districts: Antelope Valley Improvement and Service District, Bennor Subdivision, Cook Road Water District, Overbrook Subdivision, Rafter D Homeowner's Association, Southfork Estates, Springhill Ranch, and Force Road Joint Powers Board. The City of Gillette has also entered into Water Service Agreements with Water Districts identified as Priority Two Water Districts: Rock Road, Eight Mile Improvement and Service District, and Stone Gate Estates. The City of Gillette has also entered into Water Service Agreements with Water Districts identified as Priority Three Water Districts: American Road Water and Sewer District, Freedom Hills Improvement and Service District, Meadow Springs Improvement and Service District, and Crestview Estates. The City of Gillette has also entered into Water Service Agreements with Water Districts identified as Priority Four Water Districts: Rozet

Ranchettes and Fox Ridge. The City of Gillette has entered into Water Service Agreements with Water Districts that will be prioritized for future projects: Campbell County Airport, Buckskin Improvement and Service District, Stroup Trailer Court, and Eagle Ridge.

WHEREAS, the City of Gillette will own, operate and maintain the proposed extension pipelines and appurtenances up to wholesale master meter(s) from the new Madison Pipeline Project to the existing Water Districts located within the Designated Service Area as established by the December 21, 2010 Joint Powers Agreement.

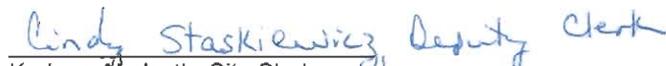
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING.

THE UTILITIES DEPARTMENT STAFF IS AUTHORIZED TO SUBMIT A LEVEL III GRANT APPLICATION ON BEHALF OF THE CITY OF GILLETTE IN THE AMOUNT OF \$2,563,857.32 TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR PROJECTS TO EXTEND REGIONAL WATER SERVICE TO EXISTING IMPROVEMENT AND SERVICE DISTRICTS AND OTHER WATER SYSTEMS COLLECTIVELY REFERRED TO AS "WATER DISTRICTS" LOCATED WITHIN THE DESIGNATED SERVICE AREA AS ESTABLISHED BY THE DECEMBER 21, 2010 CITY/COUNTY JOINT POWERS AGREEMENT FOR THE GILLETTE REGIONAL WATER SUPPLY PROJECT.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF September 2017.


Louise Carter-King, Mayor

Attest:


Cindy Staskiewicz, Deputy Clerk
Karlene Abelseth, City Clerk



Angela Williams <angelaw@gillettewy.gov>

League of Women Voters Forum

1 message

Mary Melaragno <mary@energycapital.com>

Thu, Sep 28, 2017 at 9:16 AM

To: Amy Clemetson <Amy.clemetson@cldpk.com>, Angela <angelaw@gillettewy.gov>, "Anita Black (anita.black@mining.komatsu)" <anita.black@mining.komatsu>, Brian Ailts <bailts@fnbgillette.com>, "Commissioner Micky Shober (Mjs01@ccgov.net)" <Mjs01@ccgov.net>, Dana Miller-Eiland <dana@signbossonline.com>, Donalyn Roper <doni@energycapital.com>, Gail Lofing <gail@gillettechamber.com>, Jeff Bumgarner <jeffb@precorp.coop>, Jeff Wasserburger <Jeff.Wasserburger@wyoleg.gov>, Mark Christensen <machristensen@mccompanies.net>, Mark Englert <menglert@sheridan.edu>, Mary Melaragno <mary@energycapital.com>, Mayor Carter-King <carterl@gillettewy.gov>, Patti Davidsmeier <patti@gillettewy.gov>, Phil Christopherson <phil@energycapital.com>, Robert Palmer <rpp01@ccgov.net>, Sandra Beeman <SDB01@ccgov.net>, Sawley Wilde <sawley@gillettewy.gov>, Scott Durgin <SDurgin@peabodyenergy.com>, Tom Brantz <Thomas.Brantz@fib.com>

Good Morning,

The League of Women Voters are holding another forum for the ¼ Cent Tax in Wright. This will be on October 9th, at 6:30 in the Town Hall Chambers. This will be a setup a little different as there will be no opposition, so it will be Phil and Mark Englert visiting with folks and answering any questions. Please join us if you can.

If you missed the forum on Monday and would like to watch it, it's currently being streamed on GPA <http://view.earthchannel.com/PlayerController.aspx?PGD=gillettewy&eID=1094>

Thanks,

Mary Melaragno

Director of Business Retention and Expansion

Energy Capital Economic Development

2001 W. Lakeway Road, Suite C – PO Box 3948

Gillette, WY 82717

(P) 307.686.2603 Direct Line – 307.685.6902

(C) 307.696.3670

mary@energycapital.comwww.energycapital.comFollow us on [Facebook](#) and [Twitter](#)

Our Mission: *Stimulate and facilitate a diverse economy through business retention, expansion and recruitment.*



Angela Williams <angelaw@gillettewy.gov>

Fwd: Sheridan's Own: Letters from...World War One

1 message

ADMN ADMN <adm@gillettewy.gov>
To: Angela Williams <angelaw@gillettewy.gov>

Mon, Sep 25, 2017 at 11:52 AM

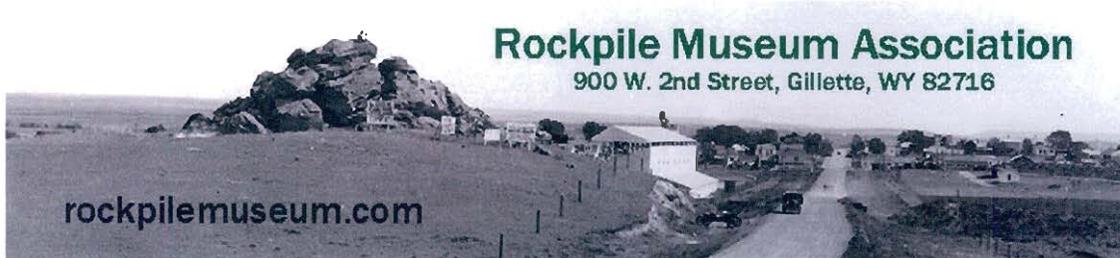
For GI

----- Forwarded message -----

From: **Rockpile Museum Association** <rockpile@vcn.com>
Date: Mon, Sep 25, 2017 at 11:48 AM
Subject: Sheridan's Own: Letters from...World War One
To: Gillette <adm@gillettewy.gov>

News and Event Update from the Rockpile Museum Association

[View this email in your browser](#)



Coming soon:
Oct. 11th, 1:00-2:30 PM
Caring for your Family
Treasures: Documents

Oct. 20th, 2:00-4:00 PM
School's Out: Fall Fun Craft
drop-in program



Friends of the Rockpile Museum,

2017 marks the 100th anniversary of America's entry into World War One. The Campbell County Rockpile Museum welcomes Trail End Site Superintendent Cynde Georgen and Trail End Guild's President Steve Baskin for a presentation about letters written by local WWI soldiers and

Support Rockpile Museum Association.
When you shop at smile.amazon.com, Amazon donates.

[Go to smile.amazon.com](https://smile.amazon.com)

Shop on
AmazonSmile to
support the RMA!

Donate



sailors to loved ones at home. Some of these letters were written at training camps, others at the front or aboard ship, and still others at recovery hospitals. Illustrated with period photographs from local collections, all give insights into how farmers, cowboys and clerks from small western towns dealt with the hardship of a war being fought so very far from home. These letters told deeply personal stories that the national news writers were often unable to capture.

Community members are invited to the Rockpile Museum on Friday, September 29th from 6:00-7:00 PM for insight into the personal experiences of World War One soldiers and sailors from Sheridan, Wyoming. The program is free and refreshments will be served. In conjunction with "Sheridan's Own: Letters from the Front Lines of World War One, 1917-1918," the Trail End State Historic Site is featuring a two-year exhibit exploring what life was like in small-town America during this "war to end all wars."

Please contact the Rockpile Museum at 307-682-5723 or rockpile@vcn.com with any questions.



Copyright © 2017 Rockpile Museum Association, All rights reserved.

You are receiving this email because you have indicated that you would like updates on events and programs happening at the Campbell County Rockpile Museum.

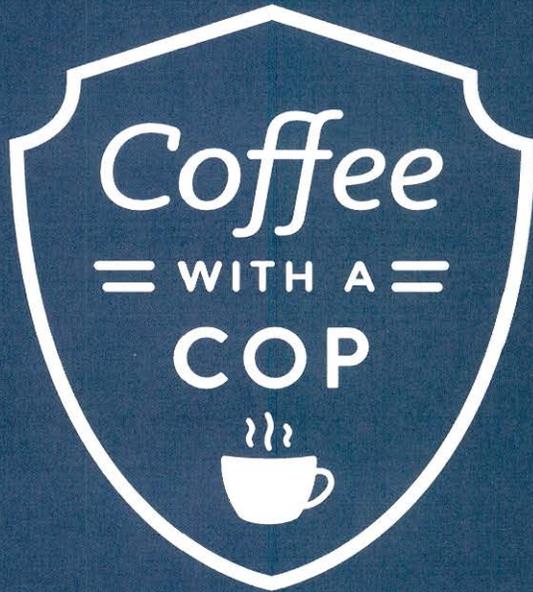
Our mailing address is:

Rockpile Museum Association
900 W. 2nd Street
Gillette, WY 82716

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



BUILDING RELATIONSHIPS. ONE CUP AT A TIME.

Join your neighbors and
police officers for coffee
and conversation.



Wednesday
October 4, 2017



Coffee Friends
320 S Gillette Ave.
Suite B



9:30 AM to
10:30 AM

The mission of Coffee with a Cop is to break down the barriers
between police officers and the citizens they serve.

By removing agendas and allowing opportunities to ask
questions, voice concerns, and get to know the officers in
your neighborhood.

THIS EVENT IS PRESENTED BY THE:

Gillette Police
Department



QUESTIONS? PLEASE CONTACT:

brent@gillettewy.gov
or call 307.686.5232

coffeewithacop.com



Angela Williams <angelaw@gillettewy.gov>

Fwd: Don't forget to RSVP to the Quarterly Breakfast

1 message

ADMN ADMN <admnm@gillettewy.gov>
To: Angela Williams <angelaw@gillettewy.gov>

Thu, Sep 28, 2017 at 11:41 AM

For GI

----- Forwarded message -----

From: **Phil Christopherson** <mary@energycapital.com>

Date: Thu, Sep 28, 2017 at 8:03 AM

Subject: Don't forget to RSVP to the Quarterly Breakfast

To: admnm@gillettewy.gov



Economic Development

There's still time to RSVP to our Quarterly Breakfast sponsored by [Pinnacle Bank](#), on Thursday, October 12th at 7:00 a.m. hosted at Pizza Carrello.

You don't want to miss out, as Katrin Wagner and Tamara Atkins with [Pinnacle Bank](#) will discuss identity protection and what to do if your identity is compromised. They'll also visit about fundraising opportunities they offer to local non-profits.

Energy Capital Economic Development will give an update on the previous quarter's activities, as well as discuss the upcoming [1/4 Cent Economic Development Excise Tax](#).

This event is free to the public special thanks to our sponsor, [Pinnacle Bank](#)

Space is limited so we ask that you **RSVP by Thursday October 5th**. RSVP by emailing doni@EnergyCapitalEd.com or calling 307-686-2603.

Energy CAPITAL
Economic Development
Quarterly Breakfast
October 12, 2017 7:00am

Pinnacle Bank
MEMBER FDIC

Sponsored by Pinnacle Bank

RSVP Required to doni@EnergyCapitalED.com by October 5.



 [Join Our Mailing List](#)

 [Send to a Colleague](#)

Campbell County Economic Development Cor, P.O. Box 3948,
2001 West Lakeway Road, Suite C, Gillette, WY 82718

SafeUnsubscribe™ adm@gillettewy.gov

[Forward this email](#) | [Update Profile](#) | [About our service provider](#)

Sent by mary@energycapited.com in collaboration with



Try it free today



Arlington Wreath Project

Worcester Wreath Co. and its involvement with the Arlington project was inspired when at the early age of 12 years old, as a Bangor Daily News paperboy, Merrill Worcester won a trip to the Nation's Capital. It was a trip he would never forget, and Arlington National Cemetery made an indelible impression. In later life, he recognized that his success as a businessman was in large part, due to the values of this Nation and the Veterans who made the ultimate sacrifice for their country.

In 1992, Worcester Wreath Company of Harrington, Maine found themselves with an excess of wreaths nearing the end of the holiday season. Seeing an opportunity to make a boyhood dream a reality, efforts to do something special with those wreaths began in earnest. With the help of Maine Senator Olympia Snowe and the Maine State Society of DC, arrangements were made for the wreaths to be placed at Arlington. Again an impression was made and he vowed to bring the wreaths every year.

In 2006, in response to thousands of e-mails and letters, Worcester Wreath expanded its wreath donations nationwide. With the help of the Civil Air Patrol and many others, ceremonies were held simultaneously at 230 locations. From the snow banks of Alaska to the sands of Iraq our Nation's heroes were honored. From here Wreaths Across America™ was born.

In 2016, with the help of thousands of individual and, corporate sponsors and volunteers, over 1,200,000 wreaths were donated and placed at nearly 1200 participating locations.



A group in your area is seeking sponsorships for wreaths that will be placed on veterans graves during a nationwide remembrance ceremony at a location near you.

Please send the completed form (inside) along with a check or money order to

Wreaths Across America
P.O. Box 249
Columbia Falls, ME 04623

If you prefer to pay with a credit card, please visit our web site at www.wreathscrossamerica.org for a secure transaction

Please note:

Wreaths Across America's national office is unable to accept requests to place wreaths on specific graves. This local group, or the location, may be willing to honor your request. Use the Identification Number on the order form to look up their contact information on our web site.

Remember~ Honor~ Teach

Thank you.



Wreaths Across America™

By early 2007, with so many requests for cemetery wreaths, the Worcesters reached out to the community and the nonprofit group Wreaths Across America™ was formed. Mr. Worcester doubled his yearly pledge to Arlington to 10,000 wreaths and continued his tradition of sending 2,500 to the Maine Veterans Cemetery along with providing wreaths for the veteran's graves in the local communities of the small county he grew up in. Again in 2010 Ceremonial wreaths for each branch of the military were sent to all of the participating State and National cemeteries along with many local town cemeteries and monuments. Wreaths will also be provided for 24 offshore cemeteries, including Normandy Beach and a large Veteran's commemorative wreath will be sent to each state's State House for the ceremony on the Monday prior to the WAA Saturday event.

Inspired by his commitment Wreaths Across America™ has turned its attention to answering the requests of many to emulate the Arlington project at their State veteran's cemeteries. By offering sponsorships to the public, Wreaths Across America™ hopes that one day every veteran's resting place will be adorned with a wreath. We need your help to make this a reality.

Your wreath sponsorship places a wreath on a Veteran's grave and helps to fund Veteran and educational outreach.

State House Ceremony December 11, 2017 12 Noon EST
National Remembrance Ceremony:

DECEMBER 16, 2017

For more information on the program or to honor a Veteran, visit us on the web at:

www.wreathscrossamerica.org™



Sponsor a Wreath Today for the 2017 National Remembrance Ceremony

Name: _____

Address: _____

City: _____

State: _____ Zip _____

Phone: _____

Do we have permission to publicize your name?
___ Yes OR ___ No, I wish to remain Anonymous.



Marines at Camp Al Taqaddum, Iraq
Wreaths Across America Ceremony 2006

Sorry- we are unable to accept grave specific requests through the main office

Sponsorship Levels	Price	Qty	Total
Individual= 1 Wreath	\$15.00		
Family= 4 Wreaths	\$60.00		
Small Business= 10 Wreaths	\$150.00		
Corporate= 100 Wreaths	\$1500.00		
Wreaths Across America (A Non Profit Corp.)		Grand Total	

Group ID: WY0003P Location ID: WYMPCG
Contact Toni Brown 307-660-8592, tcbrown27@gmail.com

REMEMBER, HONOR & TEACH
National Remembrance Ceremony
DECEMBER 16, 2017

Cut Here for Receipt ✂

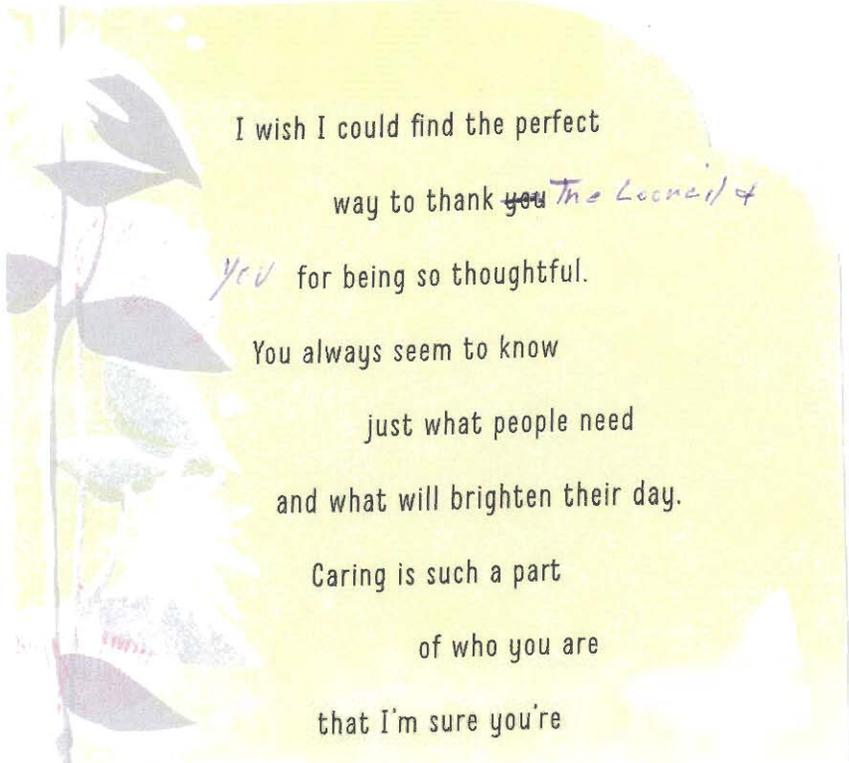
Please make checks payable to Wreaths Across America™ and mail to:
Wreaths Across America™
P.O. Box 249
Columbia Falls, ME 04623
Any questions please call 877-385-9504

Wreaths Across America would like to **"Thank you"** for your wreath sponsorship.

Date: _____ Name: _____ of City: _____ has _____

Made a donation of (Total Wreath Sponsorships) \$_____ to Wreaths Across America™ of Columbia Falls, ME.
Wreaths Across America is a 501 (c)(3) organization.

Contributions are tax deductible to the fullest extent allowable by law. You should always consult a tax professional.



I wish I could find the perfect

way to thank ~~you~~ *The Council &*

you for being so thoughtful.

You always seem to know

just what people need

and what will brighten their day.

Caring is such a part

of who you are

that I'm sure you're

not even aware of some

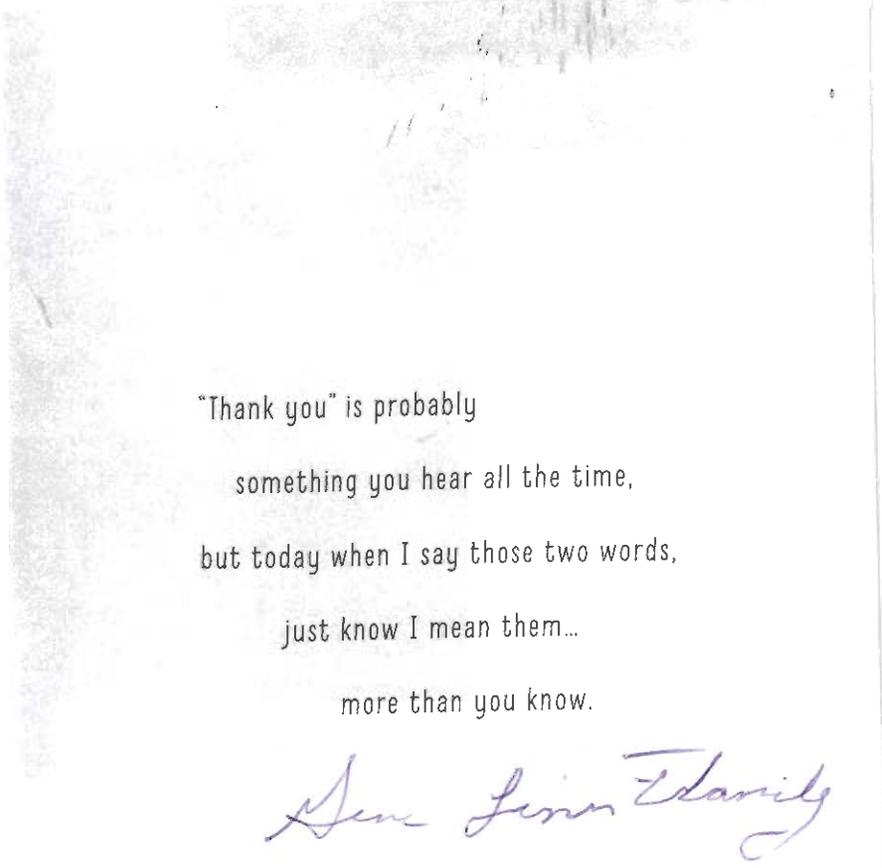
of the little kindnesses you do

and what a difference they make.

I know your generous spirit

has touched my life

more times than I can count.



"Thank you" is probably

something you hear all the time,

but today when I say those two words,

just know I mean them...

more than you know.

Ann Linn Edavily