



**CITY COUNCIL AGENDA
BY ELECTRONIC MEANS
CITY OF GILLETTE
Tuesday, April 7, 2020
7:00 PM**

-
- A. Call to Order.**
 - B. Invocation and Pledge of Allegiance.**
 - 1. THERE WILL BE NO INVOCATION OR PLEDGE OF ALLEGIANCE AT THE TELECONFERENCE COUNCIL MEETINGS.**
 - C. Approval of General Agenda.**
 - D. Approval of Consent Agenda.**
 - 1. Minutes**
 - a. Special Meeting - March 17, 2020**
 - b. Work Session - March 31, 2020**
 - c. Executive Session - March 31, 2020**
 - 2. Ordinance 3rd Reading - Consent**
 - 3. Ordinance 2nd Reading - Consent**
 - 4. Bills and Claims**
 - a. Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director
 - 5. Other - Consent**
 - a. Council Consideration of a Resolution Declaring City of Gillette State of Emergency.**

Staff Reference: Anthony Reyes, City Attorney
 - b. Council Consideration of a Resolution to Authorize the City of Gillette to Hold Public Meetings By Electronic Means.**

Staff Reference: Anthony Reyes, City Attorney
 - c. Council Consideration to Authorize the Mayor to Sign Amendment No. 1 of the Telecommunications Raceway Lease Between the City of Gillette and Advanced Communications Technology, Inc.**

Staff Reference: Michael H. Cole, P.E., Utilities Director; Anthony Reyes, City Attorney
 - d. Council Consideration to Authorize the Mayor to Sign a Telecommunications Indefeasible Right of Use Agreement (IRU) Between the City of Gillette and Advanced Communications Technology, Inc.**

- e. **Staff Reference: Michael H. Cole, P.E., Utilities Director; Anthony Reyes, City Attorney**
Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street, Between Osborne Avenue and Burma Avenue, Saturday, July 4th, Beginning at 10:00 a.m., Requested by Campbell County Parks & Recreation.

Staff Reference: Michelle Henderson, Finance Director

E. Approval of Conflict Claims.

F. Comments.

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

G. Unfinished Business.

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

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

Staff Reference: Anthony Reyes, City Attorney

3. Other.

H. New Business.

1. Minute Action

- a. **Council Consideration of a Bid Award for the 2020 Sanitary Sewer Main Replacement Project to DRM, Inc., in the Amount of \$5,670,638.50 (1% Project).**

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

- b. **Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Lots 2D & 2E, Block 1, Copper Ridge Estates, Phase 1, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 3/1)**

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

- c. **Council Consideration of a Bid Award for the Rozet Ranchettes Water Connection to GW Construction, LLC, in the Amount of \$348,162.00.**

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

2. Ordinance 1st Reading.

- a. **An Ordinance to Amend Chapter 3, Section 3-1 of the Gillette City Code to Expand the Definition of “Intoxication.”**

Staff Reference: Anthony Reyes, City Attorney

- b. **An Ordinance to Amend the Gillette City Code Chapter Seventeen Article II §17-21 to Adjust Monthly Wastewater Rates, and Define Abandoned Sewer Services; Article III §17-56 to Adjust Monthly Water Rates, and §17-26 to Define Abandoned Water Services.**

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

3. Appointments

I. Public Hearings and Considerations

1. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Wyoming, from R-2, Single and Two-Family Residential District to C-1, General Commercial District, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

- 2. An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Wyoming, from R-2, Single and Two-Family Residential District to C-1, General Commercial District, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

- 3. A Public Hearing for the Transfer of Restaurant Liquor License RST-07 from Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, to American Pizza Partners, L.P., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, with an Effective Date of April 1, 2020.**

Staff Reference: Michelle Henderson, Finance Director

- 4. Council Consideration for the Transfer of Restaurant Liquor License RST-07 from Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, to American Pizza Partners, L.P., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, with an Effective Date of April 1, 2020.**

Staff Reference: Michelle Henderson, Finance Director

J. Executive Session

K. Adjournment

City Council Meeting Comment Form

MAYOR

Louise Carter-King

COUNCIL MEMBERS BY WARDS

WARD 1

Bruce Brown
Shawn Neary

WARD 2

Billy Montgomery
Timothy Carsrud

WARD 3

Shay Lundvall
Nathan McLeland

www.gillettewy.gov





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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

THERE WILL BE NO INVOCATION OR PLEDGE OF ALLEGIANCE AT THE TELECONFERENCE COUNCIL MEETINGS.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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

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DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Special Meeting - March 17, 2020

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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[Special Meeting - March 17, 2020](#)

A Special Meeting of the City Council was held on Tuesday the 17th day of March 2020, in the City Hall Council Chambers.

Present were Councilmen Brown, Carsrud, Lundvall, McLeland, Neary, and Mayor Carter-King; City Administrator Davidson and City Attorney Reyes; City Clerk Staskiewicz.

Mayor Carter-King gave the following address to citizens, regarding City of Gillette operations during the COVID-19 pandemic:

“Good evening everyone. I would like to take a moment to discuss the steps the City has taken to help prevent the spread of the virus, and how we are maintaining critical City services.

As many of you know, City offices are essentially closed to public access. We are doing this not only for the health and safety of our employees but also for the health and safety of our residents and visitors. However, we are still operating as much as possible.

If you have questions for City Administration or members of the City Council, you can call our office at 686-5203 or you can find our contact information on the City website, www.gillettewy.gov.

All meetings of our Citizen Advisory Boards have been canceled until further notice.

Municipal Court operations have been suspended until further notice. For those that have had their court date suspended, you will receive information in the mail for the rescheduled date and time when that has been determined. Fines may still be made over the phone.

Our City Attorney will be available via phone and email.

The Engineering Division will be communicating via phone and email to make sure that contractors are able to continue their work.

Building Inspection will continue to issue permits and make inspections in limited situations and for specific reasons. They will conduct inspections making the best use of social distancing and minimizing contact to keep ongoing construction projects moving forward.

If you have need for Geographic Information Systems services, they can be reached by phone or email.

Customer service is continuing to operate. We ask that our utility customers pay their bills online or over the phone. If that is not possible, payments can be dropped off using the dropbox or using the drive through during normal business hours. We will not be disconnecting anyone’s services until further notice. We will continue to send out utility bills and reminder notices. We will not be assessing late fees.

The City Clerk will be on duty during this time. However, the City will not be accepting most applications for things such as liquor license transfers, catering permits, merchant permits and similar interactions for the foreseeable future.

The Human Resources Department will be staffed but will not be conducting job interviews. They will accept applications for employment via US Mail and electronically through email.

The Gillette Police Department will continue to respond to calls for service. They will do their best to maintain safe distancing when appropriate. Fingerprinting services have been suspended as a preventative measure. Our Community Service Officers will continue to provide VIN verifications, taking appropriate safety precautions.

Animal Control will continue to operate but there won't be any animal adoptions. If you have an animal that was picked up by an Animal Control Officer, you can call and make arrangements to pick your animal up. Please do not go to the Shelter without calling first.

Our Solid Waste Division will be running routes as normal. Please have your roll outs to the curb by 7 a.m.

Our Streets Division will continue to plow snow when we have a snow event.

Each of our Utilities Divisions will continue to make sure we can turn on our lights, get water from our taps, and flush our toilets. They have taken measures to protect themselves to make sure they can respond when needed. Our Electrical Services Division has already responded to two power outages quickly and safely.

Our divisions that support internal operations, like IT, Fleet, and Building Maintenance are also on duty and making sure that requests for their services are responded to quickly and efficiently while limiting face to face contact.

As you can see, the City is taking this pandemic very seriously. We ask that everyone else make every effort to help prevent the spread of this disease to vulnerable populations.

We also want you to think about the social service agencies that are still assisting those that need help with food and shelter. The Council of Community Services is in dire need of food for their pantry. The best way to help them is with a monetary donation, but the next time you are out shopping, please pick up a few extra items for the food pantry. Gillette and Campbell County always come through for our neighbors when the chips are down. Let's do it again."

Consent Agenda

- Minutes
 - Pre-Meeting – March 3, 2020
 - Regular Meeting – March 3, 2020
 - Executive Session – March 3, 2020
 - Work Session – March 10, 2020
- Bills and Claims
- Other – Consent
 - Approval of a Street Closure on Warlow Drive, Beginning Just West of the Aquatic Center Entrance, West to North Osborne Avenue, and on Brooks Avenue Between Lakeside Drive and Warlow Drive, on June 15th from 6:00 p.m. to 7:00 p.m. for the annual "Time of Remembrance" Ceremony at the Children's Memorial Walkway.
 - Approval of a Bid Award for the Large Asphalt Patch 2020 Project to Croell, Inc., in the Amount of \$165,313 (1% Project).
 - Approval of a Bid Award for the 2020 Water Main Replacement Project to Hot Iron, Inc., in the Amount of \$3,420,928.51 (1% Project).
 - Approval of a Professional Services Agreement for Construction Management Services Associated with the 2020 Water Main Replacement Project, with Morrison-Maierle, Inc., in the Amount of \$444,235 (1% Project).
 - Approval of a Professional Services Agreement for the Construction Management Associated with the Alley PMS 2020 Project, with Inberg-Miller Engineers, in the Amount of \$27,880 (1% Project).
 - Approval of a Professional Services Agreement for Construction Management Associated with the Crestview Utility Extensions Project, with DOWL, in the Amount of \$96,000 (1% Project).
 - Approval of a Professional Services Agreement for Construction Management Associated with the Pavement Management System 2020 Project, with Kadrmas, Lee, & Jackson, Inc., in the Amount of \$335,395 (1% Project).

- Item removed from the Consent Agenda and moved to the April 7, 2020, General Agenda: *Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Lots 2D & 2E, Block 1, Copper Ridge Estates Phase 1, to the City of Gillette, Wyoming, Subject to all Planning Requirements*
- Approval of a Bid Award for the Dalbey Memorial Park Fishing Lake Bridge Improvements Project to Carr Coating, LLC, in the Amount of \$76,500.00 (1% Project).
- Approval of a Memorandum of Understanding with the Campbell County Parks and Recreation Department for City Pool Operations for the 2020 Season.
- Approval of a Memorandum of Understanding Between Campbell County School District and the City of Gillette, Wyoming.

Mayor Carter-King explained that all items listed on the Consent Agenda would be enacted by one motion, unless a request was made for discussion by any member of the audience or Council. Council President Neary requested that the Council discuss and consider the item listed under, “Other – Consent”, regarding Copper Ridge Estates, separately under New Business, at the next scheduled Council meeting on April 7, 2020. Councilman Carsrud made a motion for approval of the Consent Agenda, excluding the item listed under “Other – Consent” regarding Copper Ridge Estates (*Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Lots 2D & 2E, Block 1, Copper Ridge Estates Phase 1, to the City of Gillette, Wyoming, Subject to all Planning Requirements*); seconded by Councilman Brown. All voted aye. The motion carried. Mayor Carter-King stated that the Copper Ridge item would be placed on the April 7th agenda for consideration.

Approval of Conflict Claims

Councilman Lundvall made a motion to approve a conflict claim for Councilman Carsrud in the amount of \$30.90; seconded by Councilman Neary. Councilmen Brown, Lundvall, McLeland, Neary, and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman Brown made a motion to approve a conflict claim for Mayor Carter-King in the amount of \$32.49; seconded by Councilman Neary. Councilmen Brown, Carsrud, Lundvall, McLeland, and Neary voted aye. Mayor Carter-King abstained. The motion carried.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 5:42 p.m. Mayor Carter-King expressed concern for citizens, and reminded all to take recommended precautions, practice social distancing, avoid crowds, and stay home as much as possible.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk
 Publication date: March 25, 2020

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Work Session - March 31, 2020

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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[Work Session - March 31, 2020](#)

A Work Session Meeting of the City Council was held via teleconference on Tuesday the 31st day of March 2020.

Present online were Councilmen Brown, Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson, City Attorney Reyes; and City Clerk Staskiewicz.

Warm Up Items

Mayor Carter-King welcomed all viewers and explained the virtual meeting process. She offered well wishes for the community and expressed gratitude to all that were complying with the Governor's orders and taking precautions to keep the community safe.

Status Update of City Operations

City Administrator Davidson opened with an update of the impending snow storm. Administrator Davidson gave a summary of current City operations due to the COVID-19 pandemic. The City has been operating for 18 days at reduced capacity. Customer Service has one employee in the office, other employees are operating remotely from their homes with the capacity to assist citizens and process credit card payments; meter readers are still operating. The City Clerk's Office serves as a go between for the organization and the public, and remains staffed on a rotating basis between the Clerk and the Deputy, with one staff member in the office and the other working remotely from home. Judicial procedures are closed until April 13th, but have the capability to hold teleconference hearings on an as needed basis, with one staff member in the office and the other working remotely from home. Police Dispatch is in operation with no direct contact between officers and staff; Police Records has minimal staff in the office with the remainder of the staff working remotely from home. The Police Department is staffed and practicing safe distancing procedures. Engineering and Building Inspection are mostly working from home. Inspectors are performing inspections while practicing safe distancing measures; the Building Permit Clerk is issuing permits remotely from home. The intent is to keep projects moving forward and not delay contractors. IT is working remotely to keep City operations functioning. The City Administrator and Staff are in the office on alternate days and are otherwise working remotely from home. The Finance Department is mostly operating remotely from home keeping up with accounts payable, budget, and payroll services, with one staff member in the office daily to take care of essential office duties. GPA is working remotely from home. The Wastewater Plant is in operation with employees facilitating safe distancing with fellow employees. The yard waste facility is not open for drop off of yard waste or pick up of compost, bio-solids, or wood chips. The Electrical Division is also operating on split shifts. The Water Division crews are working split shifts with no contact between the two shifts. Public Works is retaining isolation. Spring is normally the time for cleanup efforts, which will be delayed because of difficulties in operating without interaction with fellow employees. Animal Control is not open to the public, with limited animal adoption available for viewing animals when operations can take place outdoors. Solid Waste is fully operational with staggered start and finish times to keep drivers from being in the office simultaneously. Fleet has techs on site as needed with employee to employee contact limited by working in separate bays. The challenge they face is when the weather allows for street sweeping, the sweepers tend to break down, with failed parts requiring two (2) mechanics for the repair, which proves problematic, therefore, street sweeping will be delayed. City Administrator Davidson stated that the City is running 50 to 60 satellite offices to keep the City operational. Mayor Carter-King polled the Council to allow any questions or comments. Councilman Lundvall commented that he received a call about street sweeping efforts and was grateful the City Administrator addressed the issue.

Social Services Agency Discussion

City Administrator Davidson stated that with the anticipated downturn in the economy, the budget will need to be substantially altered. To remain fairly conservative in the approach, Staff is looking at the 1% budget of 14.7 million dollars to be about 3 million dollars less than current operating funds. There is a standing Resolution that states that no more than 5% of the 1% fund can be used for funding social agencies, which calculates to \$738,000, which is far less than what is recommended by staff, and is the lowest funding in many years. It is Staff's opinion that to maintain the 5% limit of funding would not accomplish Council's goal of funding levels for 1% social services agencies. Staff's recommendation would be to raise the limit to 6.5 % in order to meet the accustomed standard of funding. 6.5% would calculate to approximately \$960,000 for social services agency funding, which is considerably different than what has been done in years past. Administrator Davidson listed the agencies funded through the general fund which do not affect the 1% funds. Also mentioned, were the Gillette College and the Donkey Creek Festival, which are not subject to the 5% funding cap. He stated that most agencies that applied for funding have requested the same level of funding as previous years, others are requesting an increase

in funding. Traditionally, any social service agency requesting an increase in funding is asked to present to Council the justification for the increase. Administrator Davidson requested that Council determine if they want to accept Staff's recommendations on the funding or if they would like the agencies to appear before Council via teleconferencing. He also asked for a decision as to whether the City Attorney should be directed to draft a Resolution for Council's consideration to raise the funding level to 6.5% of available 1% funds, which would include a sunset date. Mayor Carter-King said she would prefer to keep the level at 5% to keep a cap on the spending, but because of the current situation and the need for social agency funding, she would agree to considering a 6.5% funding level that would sunset at the end of FY20-21. Councilman Neary asked if the budget was based on anticipated funds, or current funds. Administrator Davidson explained that capital projects were based on cash on hand. This was the first year Staff planned to base social service agency funding in the same way. At this point, that would be based on anticipated 1% revenue of 14.7 million dollars. This funding would be based on anticipated 1% funding other than capital projects. The anticipated funding was projected utilizing the lowest revenue for the last 4 years, divided by 12, to establish the 6.5% funding level. The projected funding may be artificially low, with the logic that it is better to go low than to overestimate the projected funding level, and offer Council flexibility to come back with future cash infusions, if available. Councilman Neary agreed to the 6.5% funding level. Councilman Montgomery agreed with the 6.5% funding level. Councilman Lundvall agreed to the 6.5% funding level, but asked for more insight on funding for the Council of Community Services and how they utilized the \$250,000 that was recently appropriated to them, and have them provide an explanation of their request increase. Mayor Carter-King stated that the Council of Community Services has been hit with large expenses during the economic downturn, and they requested to use a portion of the \$250,000 construction funding to assist citizens with rent and other necessities in which, due to current circumstances, the request was granted. Administrator Davidson agreed that it would be important for the Council of Community Services to come before Council to address their funding needs. Councilman Lundvall agreed to the 6.5% funding level. Councilman Brown asked if the additional funding that would be allotted to social services agencies would then reduce the amount of money appropriated for potential capital projects. City Administrator Davidson confirmed that capital project funds would be reduced. Councilman Brown agreed to the 6.5% funding. Councilman McLeland asked if there was a reserve to continue with pavement management projects and streets or would the funding also be reduced. Administrator Davidson stated that Staff is looking at spending cash on hand, and will need to take a conservative look at 1% capital projects. He reminded that the bids for the Lakeway sanitary sewer project that will be considered by Council on the April 7th agenda came in substantially over budget. Staff's recommendation is to reject the bids, which allows that funding to roll over to next year. He stated that it is best to plan to reduce the projects with the hope that the economy will recover to the point that projects can be reconsidered in the fall. Councilman McLeland agreed to the 6.5% funding. Councilman Carsrud agreed to the 6.5% funding level. Administrator Davidson reiterated that City Attorney Reyes would be directed to draft an Resolution that would sunset at the end of the fiscal year.

City Administrator Davidson informed Council that Staff also needs direction on how to proceed with the social services agency funding. Is it the preference of the Council for the agencies requesting an increase in funding to appear before Council via teleconferencing at the April 14th Special Meeting, or would they prefer to go with Staff's recommendations on the amounts funded to each agency. The Council of Community Services would be invited to appear before Council. Which other agencies should be invited to appear? The Mayor requested that the listing of requests be read for Councils' information. The following information was provided by the City Administrator:

Agencies Requesting an increase in funding:

AGENCY NAME	FY19-20 FUNDING	NEW REQUEST	STAFF RECOMMENDATION
C C Adult Treatment Court	\$10,500	\$15,000	\$10,500
Council of Community Services	\$35,000	\$80,000	\$80,000
Gillette Abuse Refuse Foundation	\$64,000	\$69,000	\$64,000
Gillette Reproductive Health	\$30,000	\$40,000	\$30,000
VAC for the 6th Judicial. District	\$65,000	\$71,700	\$65,000
Y.E.S. House	\$160,000	\$170,000	\$160,000

New Agencies Requesting Funding:

AGENCY NAME	NEW REQUEST	STAFF RECOMMENDATION
American Legion Post 42 Baseball	\$10,000	Does not meet funding guidelines / no funding
AVA	\$10,000	Does not meet funding guidelines / no funding
Cowboy State Games	\$12,500	Does not meet funding guidelines / no funding
Edible Prairie Project	\$20,000	\$5,000
Habitat for Humanity	\$30,000	No funding
Salvation Army	\$25,000	\$25,000

Special Projects Not Subject to the 5% Cap and Other Agencies:

AGENCY NAME	FY19-20 FUNDING	NEW REQUEST	STAFF RECOMMENDATION
Gillette College	\$500,000	\$684,000	\$550,000
Energy Capital Economic Dev.	\$130,000	\$200,000	\$130,000
Gillette Main Street	\$20,000	\$20,000	\$15,000

Mayor Carter-King asked Council Members which agencies they would like to come before Council at the April 14th Work Session. Councilman Lundvall requested to have Gillette Main Street appear at the meeting and requested information regarding the New Growth Alliance. Administrator Davidson informed Council that New Growth Alliance did not submit an application for funding. Councilman Brown would like to have the Salvation Army appear at the meeting. Councilmen Neary, Carsrud, and Montgomery agreed to allow Staff to make the recommendations without the need for any agencies to appear before Council. Administrator Davidson stated that a representative of Gillette Main Street, Salvation Army, and the Council of Community Services would be invited to appear before Council at the April 14th Special Meeting via teleconference.

Review April 7th Council Agenda

City Administrator Davidson advised Council that there would be no Pre-Meeting before the April 7th meeting. The Mayor stated that the hour before the meeting could be utilized for an Executive Session, if necessary. Administrator Davidson informed Council that the April 14th meeting would be a Special Meeting due to the need to consider the Utility Rate Ordinance on second reading. He also stated that any public comments for the April 7th Council meeting would need to be submitted in writing to the City Clerk prior to 3:00 p.m. on April 7th. A comment form is posted on the City’s website. The comments will be read at the Council meeting to allow citizens to have a voice at the meeting. The Mayor and Council reviewed the upcoming Council Agenda.

Executive Session

Councilman Brown made a motion to move into an Executive Session to discuss litigation and personnel; seconded by Councilman Lundvall. All voted aye. The motion carried.

Adjournment

Mayor Carter-King advised citizens to please stay home to help to control the epidemic in our community. There being no further business to come before the Council, the meeting adjourned at 7:02 p.m.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk
Publication date: April 8, 2020

Louise Carter-King, Mayor



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Executive Session - March 31, 2020

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available



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DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Bills and Claims

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move that the bills and claims, excepting any and all conflict claims, be approved.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

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[Bills and Claims](#)

[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report
Check Approval Date of 04/07/2020



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
99999-MISC RESTITUTIONS			
	107175	RESTITUTION PAYMENT FROM CHARLES JENNINGS	30.00
	107176	BOND REFUND	100.00
	107177	RESTITUTION PAYMENT FROM REBECCA EDWARDS	100.00
	107178	RESTITUTION PAYMENT FROM CALEB HUYCK	50.00
	107179	RESTITUTION PAYMENT FROM TRISTEN HANDO	1,099.00
	107180	RESTITUTION PAYMENT FROM JEREMIAH MILLS	50.00
	107181	RESTITUTION PAYMENT FROM THOMAS LINCOLN	100.00
	107182	RESTITUTION PAYMENT FROM JACKIE WILLIAMS	150.00
	107183	RESTITUTION PAYMENT FROM LARYSSA ALMEN	100.00
	107184	RESTITUTION PAYMENT FROM BRIAN FISHER	100.00
	107185	RESTITUTION PAYMENT FROM SARAH THOMAS	100.84
		VENDOR TOTAL:	1,979.84
1511-NORCO INC			
	107379	CUSTODIAL INVENTORY	266.58
	107381	CUSTODIAL INVENTORY	593.91
	107382	CUSTODIAL INVENTORY	141.48
	107383	CUSTODIAL INVENTORY	129.50
	107384	CUSTODIAL INVENTORY	335.70
	107385	CUSTODIAL INVENTORY	134.28
	107386	CUSTODIAL INVENTORY	804.30
	107387	CUSTODIAL INVENTORY	358.40
	107388	CUSTODIAL INVENTORY	162.56
	107391	CUSTODIAL INVENTORY	408.66
	107393	CUSTODIAL INVENTORY	94.90
	107394	CUSTODIAL INVENTORY	120.49
	107395	CUSTODIAL INVENTORY	52.35
	107396	CUSTODIAL SUPPLIES	321.02
	107397	CUSTODIAL SUPPLIES	41.49
	107399	CUSTODIAL INVENTORY	95.62

Expenditure Approval Report
Check Approval Date of 04/07/2020



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
		VENDOR TOTAL:	4,061.24
2066-SOURCE OFFICE PRODUCTS			
	107408	OS INVENTORY	672.73
	107409	OS INVENTORY	33.86
	107410	OS INVENTORY	162.36
	107411	OS INVENTORY	699.70
	107412	OS INVENTORY	654.44
		VENDOR TOTAL:	2,223.09
		DIVISION TOTAL:	8,264.17
		DEPARTMENT TOTAL:	8,264.17

Expenditure Approval Report
Check Approval Date of 04/07/2020



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT			
	107041	CONGRESSIONAL FACT FINDING TRIP SPONSORSHIP	10,000.00
		VENDOR TOTAL:	10,000.00
3369-POSTAL PROS SOUTHWEST INC			
	107224	2020 CENSUS INSERT	1,822.50
	107225	2020 CENSUS INSERT	783.00
		VENDOR TOTAL:	2,605.50
2050-PRIME RIB RESTAURANT			
	107166	COUNCIL RETREAT	490.93
		VENDOR TOTAL:	490.93
3827-TAMI WALDNER			
	107164	COUNCIL MEETING DINNER	195.00
	107165	COUNCIL MEETING DINNER	185.00
		VENDOR TOTAL:	380.00
2441-TARGET SIGN COMPANY INC			
	107042	CENSUS ADVERTISING	1,000.00
		VENDOR TOTAL:	1,000.00
		DIVISION TOTAL:	14,476.43
02-ADMINISTRATION			
3880-MARK CHRISTENSEN			
	107122	ADVERTISING	525.00
	107123	ADVERTISING	800.00
		VENDOR TOTAL:	1,325.00
		DIVISION TOTAL:	1,325.00
04-SPECIAL PROJECTS			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
	107019	FEBRUARY 2020 WELLNESS SCREENINGS	930.00
		VENDOR TOTAL:	930.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX			
	106937	HERITAGE CENTER/ENERGY HALL REMODEL	205,472.42
		VENDOR TOTAL:	205,472.42
		DIVISION TOTAL:	206,402.42
32-JUDICIAL			
1150-BEAR'S NATURALLY CLEAN			
	107167	JUDGES ROBE CLEANING	26.38
		VENDOR TOTAL:	26.38
2483-CAMPBELL COUNTY SHERIFF			
	107016	FEBRUARY 2020 PRISONER BILLING	2,500.00
		VENDOR TOTAL:	2,500.00
4003-MICHAEL STULKEN			
	107129	DEFENSE ATTORNEY	30.00
		VENDOR TOTAL:	30.00
		DIVISION TOTAL:	2,556.38
		DEPARTMENT TOTAL:	224,760.23

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2143-RINGER LAW P.C.			
	107172	CITY COURT PROSECUTOR	6,210.00
		VENDOR TOTAL:	6,210.00
		DIVISION TOTAL:	6,210.00
		DEPARTMENT TOTAL:	6,210.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1753-EMPLOYMENT TESTING SERVICES INC			
	107020	PRE-EMPLOYMENT TESTING	38.00
	107118	PRE-EMPLOYMENT TESTING	38.00
	107249	RANDOM DRUG SCREENINGS	432.00
		VENDOR TOTAL:	508.00
4196-HAND THERAPY OF WYOMING			
	107021	RETURN TO WORK SCREENING	250.00
	107119	PREWORK SCREEN	115.00
		VENDOR TOTAL:	365.00
2013-PINKERTON CONSULTING & INVESTIGATION			
	107170	BACKGROUND CHECKS	162.60
		VENDOR TOTAL:	162.60
		DIVISION TOTAL:	1,035.60
		DEPARTMENT TOTAL:	1,035.60

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
1970-GOVERNMENT FINANCE OFFICE ASSOCIATION			
	106960	CERTIFICATE OF ACHIEVEMENT REVIEW FEE FY2019	530.00
		VENDOR TOTAL:	530.00
		DIVISION TOTAL:	530.00
26-CUSTOMER SERVICE			
1395-COLLECTION PROFESSIONALS GILLETTE			
	107105	FEBRUARY 2020 COLLECTIONS	251.47
		VENDOR TOTAL:	251.47
3369-POSTAL PROS SOUTHWEST INC			
	106969	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,333.54
	106970	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,788.44
		VENDOR TOTAL:	6,121.98
		DIVISION TOTAL:	6,373.45
31-CITY CLERK/PRINT SHOP			
2182-U S POSTAL SERVICE			
	107171	PD ANNUAL BUSINESS REPLY SERVICE PERMIT #2001	725.00
		VENDOR TOTAL:	725.00
		DIVISION TOTAL:	725.00
34-INFORMATION TECHNOLOGY			
1086-AT & T MOBILITY NATIONAL ACCOUNTS			
	107235	CELLULAR	2,183.93
		VENDOR TOTAL:	2,183.93
2590-AVOLVE SOFTWARE CORPORATION			
	107263	EPLANS PROJECTDOX	12,755.95
		VENDOR TOTAL:	12,755.95
1358-CENTURYLINK			
	106932	LONG DISTANCE	129.04
		VENDOR TOTAL:	129.04
2625-CHARTER MEDIA			
	107237	INTERNET	620.31
		VENDOR TOTAL:	620.31

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1397-COLLINS COMMUNICATIONS INC			
	106947	ACCESS CONTROL CARDS	705.00
		VENDOR TOTAL:	705.00
4149-CONVERGEONE INC			
	107341	REPLACEMENT SWITCHES	162,472.64
		VENDOR TOTAL:	162,472.64
1518-CROSS MATCH TECHNOLOGIES INC			
	107234	MAINTENANCE	2,874.41
		VENDOR TOTAL:	2,874.41
3958-GLOBAL KNOWLEDGE TRAINING LLC			
	107349	CISCO FIREPOWER TRAINING	3,600.00
	107350	CISCO FIREPOWER TRAINING	3,600.00
		VENDOR TOTAL:	7,200.00
1821-IT OUTLET INC			
	107241	CONFERENCE PHONE POE ADAPTERS	253.86
	107364	REPLACEMENT TELEPHONE SERVER & PHONES	16,054.00
	107367	NETWORK ATTACHED STORAGE	69,322.00
	107368	REPLACEMENT SWITCHES	13,265.00
		VENDOR TOTAL:	98,894.86
2222-VERIZON WIRELESS			
	107236	CELLULAR	3,662.18
		VENDOR TOTAL:	3,662.18
		DIVISION TOTAL:	291,498.32
		DEPARTMENT TOTAL:	299,126.77

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
1016-ADAMSON POLICE PRODUCTS			
	107011	GAS ORDER - SPECIAL OPS	1,406.25
		VENDOR TOTAL:	1,406.25
2483-CAMPBELL COUNTY SHERIFF			
	107016	FEBRUARY 2020 PRISONER BILLING	3,000.00
		VENDOR TOTAL:	3,000.00
1368-CHILDREN'S HOME SOCIETY			
	107014	FORENSIC INTERVIEW	150.00
		VENDOR TOTAL:	150.00
1381-CITY OF GILLETTE			
	107115	PETTY CASH REIMBURSEMENT	12.25
		VENDOR TOTAL:	12.25
2597-CRAIG FURMAN			
	107008	DUI BLOOD DRAW	50.00
		VENDOR TOTAL:	50.00
1916-GALLS INC			
	106938	MCNAY EQUIPMENT	478.10
	106939	PATROL PANTS	1,321.38
	107007	UNIFORM PANTS	1,224.06
		VENDOR TOTAL:	3,023.54
1618-JERRY DEXTER			
	107009	TOW	85.00
		VENDOR TOTAL:	85.00
4197-MAD TRANSPORTATION AND TOWING LLC			
	106945	TOW	200.00
	106946	TOW	90.00
		VENDOR TOTAL:	290.00
2437-WYOMING LAW ENFORCEMENT ACADEMY			
	107012	TRAINING - CHARLES AND HARPER	2,969.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
	2437-WYOMING LAW ENFORCEMENT ACADEMY		
	107013	PD AND DISPATCH TRAINING	325.00
		VENDOR TOTAL:	3,294.00
		DIVISION TOTAL:	11,311.04
41-DISPATCH			
	2229-SUZI'S TROPHIES & AWARDS		
	107244	DISPATCH NAME PLATE	3.35
		VENDOR TOTAL:	3.35
	2437-WYOMING LAW ENFORCEMENT ACADEMY		
	107013	PD AND DISPATCH TRAINING	650.00
		VENDOR TOTAL:	650.00
		DIVISION TOTAL:	653.35
42-VOCA/AWA			
	1014-DAVE LUERAS		
	107017	LOCK MAINTENANCE	144.00
		VENDOR TOTAL:	144.00
		DIVISION TOTAL:	144.00
45-ANIMAL SHELTER			
	3379-BLACK HILLS ENERGY		
	107023	NATURAL GAS - 950 WARLOW - ANIMAL SHELTER	548.84
		VENDOR TOTAL:	548.84
		DIVISION TOTAL:	548.84
		DEPARTMENT TOTAL:	12,657.23

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-MAINT OF CITY BUILDINGS			
1040-ALSCO			
	107043	CREDIT - OVERPAYMENT	-15.70
	107093	RUG CLEANING	48.76
		VENDOR TOTAL:	33.06
3379-BLACK HILLS ENERGY			
	107031	NATURAL GAS - 950 W WARLOW DR	202.16
	107032	NATURAL GAS - 808 W WARLOW DR	305.70
	107033	NATURAL GAS - 201 E 5TH ST	2,590.04
		VENDOR TOTAL:	3,097.90
1397-COLLINS COMMUNICATIONS INC			
	107094	SMOKE DETECTOR ANIMAL CONTROL	385.42
		VENDOR TOTAL:	385.42
1844-FARMER BROTHERS COMPANY			
	107090	COFFEE AT CITY HALL	262.80
	107103	COFFEE AT CITY HALL	15.90
		VENDOR TOTAL:	278.70
1947-GILLETTE WINNELSON COMPANY			
	106948	REPLACE FAUCET AT CITY HALL RESTROOM	108.64
		VENDOR TOTAL:	108.64
1511-NORCO INC			
	107169	CLEANING SUPPLIES FOR CITY FACILITIES	121.55
		VENDOR TOTAL:	121.55
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	107095	3RD FLOOR ROOF TOP AC UNIT	3,690.00
	107138	REPAIR CITY HALL IT HAVC UNIT TELECOM ROOM	1,723.60
	107139	REPAIR HUMIDIFIER CITY HALL HVAC SYSTEM	5,930.00
	107280	HVAC MAINTENANCE CONTRACT	5,523.92
		VENDOR TOTAL:	16,867.52
		DIVISION TOTAL:	20,892.79

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
50-PUBLIC WORKS ADMIN			
4148-TERRY SJOLIN			
	107040	CONTRACTED SPORTS FIELD SCHEDULER	373.75
		VENDOR TOTAL:	373.75
		DIVISION TOTAL:	373.75
51-PARKS			
1040-ALSCO			
	106961	UNIFORM CLEANING	5.60
	106962	UNIFORM CLEANING	32.40
	107100	UNIFORM CLEANING	5.60
	107101	UNIFORM CLEANING	32.40
		VENDOR TOTAL:	76.00
3379-BLACK HILLS ENERGY			
	107025	NATURAL GAS - 2909 S DOUGLAS HWY	274.52
		VENDOR TOTAL:	274.52
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT			
	107208	CRESTVIEW PARK WATER	6.50
		VENDOR TOTAL:	6.50
1943-GILLETTE STEEL CENTER			
	107099	STEEL FOR JIG AT WESTSIDE PARK	40.00
		VENDOR TOTAL:	40.00
1821-IT OUTLET INC			
	107366	REPLACEMENT TOUGHBOOK-TABLETS	6,142.00
		VENDOR TOTAL:	6,142.00
2035-POWDER RIVER ENERGY CORPORATION			
	106958	ELECTRIC - CRESTVIEW PARK	35.00
	106959	ELECTRIC - ANTELOPE VALLEY PARK	35.00
		VENDOR TOTAL:	70.00
3827-TAMI WALDNER			
	107168	PARKS BOARD DINNER	97.50
		VENDOR TOTAL:	97.50
		DIVISION TOTAL:	6,706.52

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
53-FORESTRY			
3885-SAWTOOTH MATERIALS			
	107406	ENGINEERED WOOD FIBER & GORILLA HAIR REDWOOD MULC	547.20
	107407	ENGINEERED WOOD FIBER & GORILLA HAIR REDWOOD MULC	592.80
		VENDOR TOTAL:	1,140.00
		DIVISION TOTAL:	1,140.00
54-STREETS			
1040-ALSCO			
	106953	UNIFORM CLEANING	51.60
	107097	UNIFORM CLEANING	51.60
		VENDOR TOTAL:	103.20
3592-BADGER DAYLIGHTING CORP			
	106955	DE-ICING ALLEN AVE CULVERT	1,324.50
		VENDOR TOTAL:	1,324.50
3379-BLACK HILLS ENERGY			
	107022	NATURAL GAS - 800 N BURMA AVE BLD 414	553.38
		VENDOR TOTAL:	553.38
4223-BLADES GROUP, LLC			
	106952	ROCK ASPHALT	1,116.00
		VENDOR TOTAL:	1,116.00
1614-DESERT MOUNTAIN CORPORATION			
	107252	FY 19-20 ICE SLICER	4,017.68
	107253	FY 19-20 ICE SLICER	5,053.62
	107254	FY 19-20 ICE SLICER	5,711.20
	107257	FY 19-20 ICE SLICER	5,887.88
	107258	FY 19-20 ICE SLICER	5,862.96
	107259	FY 19-20 ICE SLICER	5,824.21
	107260	FY 19-20 ICE SLICER	5,680.24
	107261	FY 19-20 ICE SLICER	5,567.68
	107262	FY 19-20 ICE SLICER	5,708.97
	107264	FY 19-20 ICE SLICER	5,850.17

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1614-DESERT MOUNTAIN CORPORATION			
	107265	FY 19-20 ICE SLICER	5,650.74
	107266	FY 19-20 ICE SLICER	5,850.08
	107267	FY 19-20 ICE SLICER	5,634.13
	107268	FY 19-20 ICE SLICER	5,830.51
	107269	FY 19-20 ICE SLICER	5,653.32
	107270	FY 19-20 ICE SLICER	5,881.53
	107271	FY 19-20 ICE SLICER	5,758.33
	107272	FY 19-20 ICE SLICER	5,853.85
	107294	FY 19-20 ICE SLICER	5,555.70
		VENDOR TOTAL:	106,832.80
1897-ONE CALL OF WYOMING COPR			
	107279	ONE-CALL OF WYOMING	22.75
		VENDOR TOTAL:	22.75
2035-POWDER RIVER ENERGY CORPORATION			
	106930	ELECTRIC - CRESTVIEW STREET LIGHTS	215.49
	106931	ELECTRIC - ANTELOPE VALLEY STREET LIGHTS	531.28
		VENDOR TOTAL:	746.77
1802-SIMON CONTRACTORS			
	106956	ROAD BASE FOR REPAIRS	261.11
	107098	"L" BASE FOR STREET REPAIR	203.94
		VENDOR TOTAL:	465.05
		DIVISION TOTAL:	111,164.45
		DEPARTMENT TOTAL:	140,277.51

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
	2432-WYOMING DEPT OF TRANSPORTATION		
	107127	URBAN SYSTEMS RECON REPORT	251.06
		VENDOR TOTAL:	251.06
		DIVISION TOTAL:	251.06
61-BUILDING INSPECTION			
	3968-ANNE ZOLLINGER		
	106954	BOE LUNCH	207.00
		VENDOR TOTAL:	207.00
	5555-MISC EMPLOYEE VENDOR		
	107174	TRAVEL REIMBURSEMENT	192.96
		VENDOR TOTAL:	192.96
		DIVISION TOTAL:	399.96
		DEPARTMENT TOTAL:	651.02
		FUND TOTAL:	692,982.53

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2909-INBERG MILLER ENGINEERS			
	107316	ALLEY PMS 2020	3,152.50
		VENDOR TOTAL:	3,152.50
3885-SAWTOOTH MATERIALS			
	107406	ENGINEERED WOOD FIBER & GORILLA HAIR REDWOOD MULC	5,692.80
	107407	ENGINEERED WOOD FIBER & GORILLA HAIR REDWOOD MULC	6,167.20
		VENDOR TOTAL:	11,860.00
2432-WYOMING DEPT OF TRANSPORTATION			
	107312	GARNER LAKE/BOXELDER RD TRAFF	87.67
		VENDOR TOTAL:	87.67
		DIVISION TOTAL:	15,100.17
		DEPARTMENT TOTAL:	15,100.17
		FUND TOTAL:	15,100.17

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1228-BURNS AND MCDONNELL CORPORATION			
	107301	GILLETTE MADISON PIPELINE PROJ	15,982.00
		VENDOR TOTAL:	15,982.00
1559-DOWL LLC			
	107305	GILLETTE REGIONAL WATER SUPPLY	3,701.88
	107307	GILLETTE REGIONAL WATER SUPPLY	11,186.25
		VENDOR TOTAL:	14,888.13
1852-FEDERAL EXPRESS CORPORATION			
	107248	MISC SHIPPING	52.71
		VENDOR TOTAL:	52.71
1450-HDR ENGINEERING INC			
	107304	GILLETTE REGIONAL WATER SUPPLY	26,828.79
	107306	GILLETTE REGIONAL WATER SUPPLY	7,625.84
	107308	GRWSP - PH 2 DISTRICT EXTENSIO	3,584.10
		VENDOR TOTAL:	38,038.73
1589-HOT IRON			
	107303	GRWSP - PH II - 8-MILE	98,684.61
	107314	GILLETTE REGIONAL WATER SUPPLY	38,458.05
		VENDOR TOTAL:	137,142.66
1779-SECURITY STATE BANK			
	107315	GILLETTE REGIONAL WATER - PH	4,273.12
		VENDOR TOTAL:	4,273.12
		DIVISION TOTAL:	210,377.35
		DEPARTMENT TOTAL:	210,377.35
		FUND TOTAL:	210,377.35

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
1086-AT & T MOBILITY NATIONAL ACCOUNTS			
	107235	CELLULAR	935.97
		VENDOR TOTAL:	935.97
1358-CENTURYLINK			
	106932	LONG DISTANCE	57.97
		VENDOR TOTAL:	57.97
2625-CHARTER MEDIA			
	107237	INTERNET	278.69
		VENDOR TOTAL:	278.69
2222-VERIZON WIRELESS			
	107236	CELLULAR	3,811.65
		VENDOR TOTAL:	3,811.65
2406-XEROX CORPORATION			
	107124	METER READ	43.65
		VENDOR TOTAL:	43.65
		DIVISION TOTAL:	5,127.93
71-ELECTRICAL ENGINEERING			
1447-ANIXTER POWER SOLUTIONS			
	106966	FR CLOTHING	409.99
	106967	FR CLOTHING	247.50
	106968	FR CLOTHING	135.00
		VENDOR TOTAL:	792.49
		DIVISION TOTAL:	792.49
		DEPARTMENT TOTAL:	5,920.42
		FUND TOTAL:	5,920.42

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	107096	UNIFORM CLEANING	38.14
	107136	UNIFORM CLEANING	38.14
		VENDOR TOTAL:	76.28
2434-AMERICAN WELDING & GAS INC			
	107102	CYLINDER RENT	31.96
		VENDOR TOTAL:	31.96
3894-CAMPBELL COUNTY LANDFILL			
	107088	FEBRUARY 2020 STREETS LANDFILL	27.00
	107089	FEBRUARY 2020 LANDFILL	62,335.50
		VENDOR TOTAL:	62,362.50
1821-IT OUTLET INC			
	107366	REPLACEMENT TOUGHBOOK-TABLETS	3,071.00
		VENDOR TOTAL:	3,071.00
2329-TOTER INC			
	107420	LIDS FOR ROLLOUTS	2,094.50
		VENDOR TOTAL:	2,094.50
2303-WESTERN WASTE SOLUTIONS INC			
	107250	RECYCLING	3,760.00
		VENDOR TOTAL:	3,760.00
		DIVISION TOTAL:	71,396.24
		DEPARTMENT TOTAL:	71,396.24
		FUND TOTAL:	71,396.24

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1040-ALSCO			
	107143	UNIFORM CLEANING	19.35
	107144	UNIFORM CLEANING	19.35
		VENDOR TOTAL:	38.70
1447-ANIXTER POWER SOLUTIONS			
	107322	AMI PROJECT SWITCH FOR VERSA COLLECTOR	459.75
		VENDOR TOTAL:	459.75
3379-BLACK HILLS ENERGY			
	107029	NATURAL GAS - 200 ROCK RD GEN	30.95
	107030	NATURAL GAS - 816 W WARLOW DR	537.17
		VENDOR TOTAL:	568.12
1381-CITY OF GILLETTE			
	107115	PETTY CASH REIMBURSEMENT	46.08
		VENDOR TOTAL:	46.08
1574-DANA KEPNER COMPANY INC			
	107228	PARTS	1,039.75
		VENDOR TOTAL:	1,039.75
1792-ENERGY LABORATORIES INC			
	107227	TESTING	88.00
		VENDOR TOTAL:	88.00
1852-FEDERAL EXPRESS CORPORATION			
	107246	MISC SHIPPING	191.16
		VENDOR TOTAL:	191.16
1892-FRANDSON SAFETY INC			
	107229	MULTI-GAS MONITOR CALIBRATION	132.00
		VENDOR TOTAL:	132.00
1991-HACH COMPANY			
	106974	PARTS	322.80
	107141	PARTS	145.58
		VENDOR TOTAL:	468.38

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1450-HDR ENGINEERING INC			
	107309	PUMP STATION NO 1 UPGRADE	16,250.29
		VENDOR TOTAL:	16,250.29
1821-IT OUTLET INC			
	107256	AMI COLLECTOR SWITCH	497.50
	107366	REPLACEMENT TOUGHBOOK-TABLETS	3,071.00
		VENDOR TOTAL:	3,568.50
1312-MORRISON MAIERLE INC			
	107310	EPA SANITARY SURVEY TANK REPAI	6,688.75
		VENDOR TOTAL:	6,688.75
1424-MUNICIPAL TREATMENT EQUIPMENT			
	107230	PARTS	39.79
		VENDOR TOTAL:	39.79
1897-ONE CALL OF WYOMING COPR			
	107279	ONE-CALL OF WYOMING	22.75
		VENDOR TOTAL:	22.75
2005-PETE LIEN & SONS INC			
	107116	CONCRETE	866.00
	107117	CONCRETE	866.00
		VENDOR TOTAL:	1,732.00
2035-POWDER RIVER ENERGY CORPORATION			
	107146	ELECTRIC - BOOSTER STATION REDHILLS SUBD	176.22
	107147	ELECTRIC - MADISON REHAB CPS #7	48.70
	107148	ELECTRIC - OVERBROOK	120.97
	107149	ELECTRIC - RAFTER D	126.35
	107150	ELECTRIC - SOUTHFORK	128.36
	107151	ELECTRIC - AVISD	118.36
	107152	ELECTRIC - COOK RD	131.30
	107153	ELECTRIC - FORCE RD CONTROL BLDG	94.08

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2035-POWDER RIVER ENERGY CORPORATION			
	107154	ELECTRIC - SERVICE CONTROL BUILDING	128.28
	107155	ELECTRIC - PINE RIDGE RESERVOIR	35.00
	107156	ELECTRIC - UNION CHAPEL WATER LINE	35.00
	107158	ELECTRIC - CPS #1	46.00
	107160	ELECTRIC - CPS #2	39.87
	107161	ELECTRIC - CPS #3	44.00
	107162	ELECTRIC - MADISON REHAB CPS #4	42.90
	107163	ELECTRIC - BENNOR ESTATES	121.63
		VENDOR TOTAL:	1,437.02
2125-RED TIGER WELL SERVICE			
	107142	SUBMERSIBLE PRESSURE TRANSDUCERS	9,071.19
		VENDOR TOTAL:	9,071.19
1802-SIMON CONTRACTORS			
	107140	1" CLEAN LIMESTONE	201.25
		VENDOR TOTAL:	201.25
3827-TAMI WALDNER			
	107126	WATER PROCLAMATION RECOGNITION BREAKFAST	140.00
		VENDOR TOTAL:	140.00
4143-TANTALUS SYSTEMS INC			
	107226	MARCH 2020 PILOT HOSTING SERVICES	500.00
		VENDOR TOTAL:	500.00
		DIVISION TOTAL:	42,683.48
77-SWIMMING POOL			
3379-BLACK HILLS ENERGY			
	107028	NATURAL GAS	86.60
		VENDOR TOTAL:	86.60
		DIVISION TOTAL:	86.60
		DEPARTMENT TOTAL:	42,770.08
		FUND TOTAL:	42,770.08

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	106899	UE 31566 3603 LUNAR	48.49
	106900	UE 27610 1101 DESERT HILLS	39.43
	106901	UE 18316 1011 CHURCH	29.86
	106902	UE 4362 2205 EMERSON	47.81
	106903	UE 21070 4313 BERTHA	87.59
	106904	UE 34970 3503 BLUE	53.24
	106905	UE 11834 103 FOX	144.04
	106906	UE 14062 401 LARAMIE	71.40
	106907	UE 1528 202 WARREN	133.06
	106908	UE 25870 648 LAKELAND HILLS	127.11
	106909	UE 1552 206 GILLETTE	46.93
	106910	UE 15144 67 CONSTITUTION	102.69
	106911	UE 39794 3917 ARIEL	141.99
	106912	UE 17034 2 SIERRA	113.00
	106913	UE 17880 1024 ELON	128.32
	106914	UE 26108 306 SUNFLOWER	39.90
	106917	UE 4554 2349 MAHOGANY	190.95
	106918	UE 3170 305 COTTONWOOD	127.85
	106919	UE 35238 707 EXPRESS	184.99
	106920	UE 32614 4524 RUNNING W	150.64
	106921	UE 3334 500 OR	299.20
	106922	UE 26198 1215 MIDDLE FORK	172.41
	106923	UE 4534 2325 MAHOGANY	125.01
	106924	UE 15238 56 CONSTITUTION	54.20
	106925	UE 32912 4536 RUNNING W	175.58
	106926	UE 12782 3102 FOOTHILLS	171.16
	107130	UE 21070 4313 BERTHA	61.93
	107131	UE 5002 201 WALNUT	18.24
	107132	UE 3774 201 BOXELDER	12.37

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	107133	UE 17034 2 SIERRA	55.98
	107134	UE 13938 207 SUNSET	48.53
	107204	UE 32680 4526 RUNNING W	89.44
	107205	UE 33724 824 GURLEY	177.00
	107206	UE 9528 532 OREGON	89.66
	107207	UE 42396 218 COLLEGE PARK	60.46
		VENDOR TOTAL:	3,620.46
		DIVISION TOTAL:	3,620.46
		DEPARTMENT TOTAL:	3,620.46

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	107322	AMI PROJECT SWITCH FOR VERSA COLLECTOR	459.75
		VENDOR TOTAL:	459.75
3379-BLACK HILLS ENERGY			
	107024	NATURAL GAS - 940 W WARLOW DR	303.94
		VENDOR TOTAL:	303.94
3004-DEPARTMENT OF ENERGY			
	107018	FEBRUARY 2020 WAPA ENERGY	44,328.35
		VENDOR TOTAL:	44,328.35
1852-FEDERAL EXPRESS CORPORATION			
	107247	MISC SHIPPING	152.32
		VENDOR TOTAL:	152.32
1892-FRANDSON SAFETY INC			
	107232	MULTI-GAS MONITOR CALBIRATION	22.00
		VENDOR TOTAL:	22.00
1821-IT OUTLET INC			
	107256	AMI COLLECTOR SWITCH	497.50
		VENDOR TOTAL:	497.50
1264-MCM GENERAL CONTRACTORS			
	107274	ANNUAL TRENCHING AND BORING AG	4,728.58
	107276	ANNUAL TRENCHING AND BORING AG	41,016.70
	107277	ANNUAL TRENCHING AND BORING AG	671.88
	107278	ANNUAL TRENCHING AND BORING AG	39,126.61
		VENDOR TOTAL:	85,543.77
1325-MUNICIPAL ENERGY AGENCY OF NEBRASKA			
	107233	SAFETY TRAINING ROLLIN/CASEY	500.00
		VENDOR TOTAL:	500.00
1897-ONE CALL OF WYOMING COPR			
	107279	ONE-CALL OF WYOMING	23.25
		VENDOR TOTAL:	23.25

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2033-POWDER RIVER CONSTRUCTION			
	106928	CRUSHED CONCRETE	1,325.42
		VENDOR TOTAL:	1,325.42
2035-POWDER RIVER ENERGY CORPORATION			
	107128	FEBRUARY 2020 69KV WHEELING	5,250.00
		VENDOR TOTAL:	5,250.00
2071-PROELECTRIC INC			
	107281	ANNUAL MISCELLANOUS ELECTRICAL	927.60
	107282	ANNUAL MISCELLANOUS ELECTRICAL	1,327.35
	107283	ANNUAL MISCELLANOUS ELECTRICAL	564.56
	107286	ELECTRICIAN MAINTENANCE SERVIC	270.00
	107290	ANNUAL MISCELLANOUS ELECTRICAL	771.05
	107291	ANNUAL MISCELLANOUS ELECTRICAL	898.45
	107293	ELECTRICIAN MAINTENANCE SERVIC	930.00
		VENDOR TOTAL:	5,689.01
2114-RAILROAD MANAGEMENT CO LLC			
	107231	RAILROAD POWER LINE EASEMENT	4,362.10
		VENDOR TOTAL:	4,362.10
2198-STUART C IRBY CO			
	107273	RUBBER GOODS MAINTENANCE	359.32
		VENDOR TOTAL:	359.32
4143-TANTALUS SYSTEMS INC			
	107226	MARCH 2020 PILOT HOSTING SERVICES	500.00
		VENDOR TOTAL:	500.00
		DIVISION TOTAL:	149,316.73
		DEPARTMENT TOTAL:	149,316.73
		FUND TOTAL:	152,937.19

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	106916	UE 32182 715 ROCKING T	5.31
		VENDOR TOTAL:	5.31
		DIVISION TOTAL:	5.31
		DEPARTMENT TOTAL:	5.31

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	106933	UNIFORM CLEANING	138.90
	107112	UNIFORM CLEANING	140.19
	107243	UNIFORM CLEANING	138.90
		VENDOR TOTAL:	417.99
3379-BLACK HILLS ENERGY			
	107034	NATURAL GAS - 4520 UNIVERSITY RD	34.48
	107035	NATURAL GAS - 1700 PLUM CREEK	22.69
	107036	NATURAL GAS - 3101 S GARNER LAKE RD	6,098.93
		VENDOR TOTAL:	6,156.10
1211-BRENNTAG PACIFIC, INC			
	106972	PARTS	13,023.40
		VENDOR TOTAL:	13,023.40
3904-CBH CO-OP			
	107337	WW DIESEL ORDER	2,467.15
		VENDOR TOTAL:	2,467.15
1387-CLEMENT COMMUNICATIONS INC			
	106965	SAFE ATTITUDE POSTER PROGRAM	228.28
		VENDOR TOTAL:	228.28
1792-ENERGY LABORATORIES INC			
	106964	TESTING	24.50
	106975	TESTING	58.25
	107107	TESTING	24.50
	107108	TESTING	2,362.50
	107109	TESTING	32.00
	107110	TESTING	24.50
	107111	TESTING	22.00
		VENDOR TOTAL:	2,548.25

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1852-FEDERAL EXPRESS CORPORATION			
	107246	MISC SHIPPING	32.23
		VENDOR TOTAL:	32.23
2778-GW CONSTRUCTION, LLC			
	106971	SEWER MAINTENANCE	3,840.00
		VENDOR TOTAL:	3,840.00
1450-HDR ENGINEERING INC			
	107311	WWTF HEADWORKS IMPROVEMENTS PR	9,653.75
		VENDOR TOTAL:	9,653.75
1821-IT OUTLET INC			
	107365	REPLACEMENT PHONES	2,850.00
	107366	REPLACEMENT TOUGHBOOK-TABLETS	3,071.00
		VENDOR TOTAL:	5,921.00
2866-JOHN'S WELDING AND FABRICATION LLC			
	107135	PLATFORM FOR NEW DIESEL TANK	4,031.82
		VENDOR TOTAL:	4,031.82
4140-NATIONAL TURBINE CORP			
	107372	WW - BLOWERS, INDUSTRIAL TYPE	20,186.00
		VENDOR TOTAL:	20,186.00
2873-NORTHROP BOILER WORKS, LLC			
	107113	PREVENTATIVE MAINTENANCE ON CLEAVER BROOKS BOILERS	6,543.59
		VENDOR TOTAL:	6,543.59
1897-ONE CALL OF WYOMING COPR			
	107279	ONE-CALL OF WYOMING	22.75
		VENDOR TOTAL:	22.75
2035-POWDER RIVER ENERGY CORPORATION			
	106935	ELECTRIC - GIL SEWAGE MTR STA	55.51
	106936	ELECTRIC - LIFT PUMPS	1,077.49
		VENDOR TOTAL:	1,133.00

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
		2036-POWDER RIVER HEATING & CONDITIONING CORPORATION	
	106934	BOILER REPAIRS	604.23
	106973	REPAIRS	411.00
	107106	UNPLUG DRAIN	271.43
		VENDOR TOTAL:	1,286.66
3827-TAMI WALDNER			
	107125	WW PROCLAMATION RECOGNITION BREAKFAST	140.00
		VENDOR TOTAL:	140.00
		DIVISION TOTAL:	77,631.97
		DEPARTMENT TOTAL:	77,631.97
		FUND TOTAL:	77,637.28

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	Invoice Number	Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
2071-PROELECTRIC INC			
	107284	ELECTRICIAN MAINTENANCE SERVIC	2,762.66
	107285	ELECTRICIAN MAINTENANCE SERVIC	1,481.75
	107287	ELECTRICIAN MAINTENANCE SERVIC	3,333.16
	107288	ELECTRICIAN MAINTENANCE SERVIC	680.98
	107289	ELECTRICIAN MAINTENANCE SERVIC	856.31
	107292	ELECTRICIAN MAINTENANCE SERVIC	2,695.65
		VENDOR TOTAL:	11,810.51
		DIVISION TOTAL:	11,810.51
		DEPARTMENT TOTAL:	11,810.51
		FUND TOTAL:	11,810.51

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	106949	RUG CLEANING	39.43
	106950	RUG CLEANING	39.43
	106951	RUG CLEANING	44.07
	107091	RUG CLEANING	39.43
	107092	RUG CLEANING	44.07
		VENDOR TOTAL:	206.43
3379-BLACK HILLS ENERGY			
	107026	NATURAL GAS - 624 COMMERCIAL DR	4,878.94
	107037	NATURAL GAS - 611 N EXCHANGE AVE 22	1,980.16
	107038	NATURAL GAS - 611 N EXCHANGE AVE	286.29
	107039	NATURAL GAS - 561 COMMERCIAL DR	872.39
		VENDOR TOTAL:	8,017.78
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	107137	VEHICLE MAINTENANCE SHOT UNIT HEATER	3,048.00
		VENDOR TOTAL:	3,048.00
		DIVISION TOTAL:	11,272.21
		DEPARTMENT TOTAL:	11,272.21
		FUND TOTAL:	11,272.21

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	107320	ELECTRICAL INVENTORY	32,100.00
	107321	ELECTRICAL INVENTORY	1,773.90
	107323	ELECTRICAL INVENTORY	101.15
	107324	ELECTRICAL INVENTORY	46.40
	107325	ELECTRICAL INVENTORY	190.00
	107326	ELECTRICAL INVENTORY	85.90
	107327	ELECTRICAL INVENTORY	69,366.00
	107328	ELECTRICAL INVENTORY	6,900.00
	107329	ELECTRICAL INVENTORY	511.56
		VENDOR TOTAL:	111,074.91
2594-BOMGAARS SUPPLY			
	107331	ELECTRICAL INVENTORY	171.00
		VENDOR TOTAL:	171.00
1197-BORDER STATES ELECTRIC			
	107332	ELECTRICAL INVENTORY	926.00
	107333	ELECTRICAL INVENTORY	3,062.00
	107334	ELECTRICAL INVENTORY	547.25
		VENDOR TOTAL:	4,535.25
1519-CRUM ELECTRIC SUPPLY COMPANY			
	107342	ELECTRICAL INVENTORY	644.21
		VENDOR TOTAL:	644.21
1574-DANA KEPNER COMPANY INC			
	107343	WATER INVENTORY	295.00
		VENDOR TOTAL:	295.00
1911-GADES SALES COMPANY INC			
	107348	TRAFFIC SAFETY INVENTORY	3,200.00
		VENDOR TOTAL:	3,200.00

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1422-GILLETTE CONTRACTORS SUPPLY INC			
	107339	ELECTRICAL INVENTORY	99.36
		VENDOR TOTAL:	99.36
1511-NORCO INC			
	107373	ELECTRICAL INVENTORY	523.25
	107374	ELECTRICAL INVENTORY	356.76
	107375	ELECTRICAL INVENTORY	31.98
	107376	ELECTRICAL INVENTORY	67.38
	107377	ELECTRICAL INVENTORY	234.12
	107378	ELECTRICAL INVENTORY	212.16
	107380	ELECTRICAL INVENTORY	212.16
	107389	ELECTRICAL INVENTORY	79.12
	107390	ELECTRICAL INVENTORY	141.84
	107398	ELECTRICAL INVENTORY	115.08
		VENDOR TOTAL:	1,973.85
2339-TRAFFIC SIGNAL CONTROLS INC			
	107421	TRAFFIC SAFETY INVENTORY	256.00
		VENDOR TOTAL:	256.00
2731-WATERWORKS INDUSTRIES			
	107422	WATER INVENTORY	341.80
	107423	WATER INVENTORY	159.00
	107424	WATER INVENTORY	96.40
	107425	WATER INVENTORY	45.60
		VENDOR TOTAL:	642.80
2289-WESCO DISTRIBUTION INC			
	107426	ELECTRICAL INVENTORY	355.04
	107427	ELECTRICAL INVENTORY	355.04
	107428	ELECTRICAL INVENTORY	12,670.00
	107429	TRAFFIC SAFETY INVENTORY	329.65

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603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
2289-WESCO DISTRIBUTION INC			
	107430	ELECTRICAL INVENTORY	633.34
	107431	ELECTRICAL INVENTORY	285.00
	107432	ELECTRICAL INVENTORY	2,490.00
		VENDOR TOTAL:	17,118.07
		DIVISION TOTAL:	140,010.45
		DEPARTMENT TOTAL:	140,010.45

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	106976	RUG CLEANING	28.51
	107120	RUG CLEANING	28.51
	107121	RUG CLEANING	28.51
		VENDOR TOTAL:	85.53
3379-BLACK HILLS ENERGY			
	107027	NATURAL GAS - 800 BURMA AVE	634.90
		VENDOR TOTAL:	634.90
		DIVISION TOTAL:	720.43
		DEPARTMENT TOTAL:	720.43
		FUND TOTAL:	140,730.88

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1328-ADVANCE AUTO PARTS			
	107317	VM INVENTORY	223.40
	107318	VM INVENTORY	105.57
	107319	VM INVENTORY	292.81
		VENDOR TOTAL:	621.78
1167-BIG HORN TIRE INC			
	107330	VM INVENTORY	1,018.20
		VENDOR TOTAL:	1,018.20
3904-CBH CO-OP			
	107336	DIESEL	22,543.20
	107338	GASOLINE	12,131.03
		VENDOR TOTAL:	34,674.23
1879-FORCE AMERICA INC			
	107347	VM INVENTORY	643.22
		VENDOR TOTAL:	643.22
1575-HOMAX OIL			
	107351	VM INVENTORY	590.70
	107353	VM INVENTORY	3,853.50
	107354	VM INVENTORY	371.50
	107355	VM INVENTORY	1,911.08
	107356	VM INVENTORY	150.64
		VENDOR TOTAL:	6,877.42
1729-INTERSTATE COMPANIES INC			
	107357	VM INVENTORY	834.69
		VENDOR TOTAL:	834.69
3398-JACK'S TRUCK CENTER INC			
	107344	VM INVENTORY	113.10
	107345	VM INVENTORY	185.36
	107346	VM INVENTORY	94.48
		VENDOR TOTAL:	392.94

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1291-MIDLAND IMPLEMENT CO INC			
	107369	VM INVENTORY	451.53
	107370	VM INVENTORY	1,184.87
	107371	VM INVENTORY	159.00
		VENDOR TOTAL:	1,795.40
2123-RECORD SUPPLY INC NAPA			
	107400	VM INVENTORY	337.38
	107401	VM INVENTORY	160.08
	107402	VM INVENTORY	14.12
	107403	VM INVENTORY	9.15
	107404	VM INVENTORY	67.80
	107405	VM INVENTORY	101.90
		VENDOR TOTAL:	690.43
2320-TITAN MACHINERY INC			
	107413	VM INVENTORY	340.19
	107414	VM INVENTORY	1,381.64
	107415	VM INVENTORY	1,000.00
	107416	VM INVENTORY	631.15
	107417	VM INVENTORY	120.18
	107418	VM INVENTORY	567.62
	107419	VM INVENTORY	104.91
		VENDOR TOTAL:	4,145.69
		DIVISION TOTAL:	51,694.00
		DEPARTMENT TOTAL:	51,694.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
1328-ADVANCE AUTO PARTS			
	107044	PARTS	9.03
	107045	PARTS	69.00
	107046	PARTS	69.00
	107047	PARTS	14.59
	107048	PARTS	13.39
		VENDOR TOTAL:	175.01
1167-BIG HORN TIRE INC			
	107080	TIRE	102.77
		VENDOR TOTAL:	102.77
1178-BJ NELSON/NELSON AUTO GLASS			
	106979	WINDSHIELD REPARIS	50.00
	107211	WINDSHIELD REPLACEMENT	333.15
		VENDOR TOTAL:	383.15
2677-CENTRAL TRUCK & DIESEL INC			
	107085	PARTS	455.48
		VENDOR TOTAL:	455.48
1397-COLLINS COMMUNICATIONS INC			
	107087	PARTS	8.55
	107210	PARTS	41.67
		VENDOR TOTAL:	50.22
1525-CUMMINS ROCKY MOUNTAIN INC			
	107079	PARTS	62.66
		VENDOR TOTAL:	62.66
4132-EQUIPMENT COMPANY OF THE ROCKIES, LLC			
	106980	PARTS	772.54
		VENDOR TOTAL:	772.54
1848-FASTENAL COMPANY			
	106989	PARTS	135.02
	107073	PARTS	7.53

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
1848-FASTENAL COMPANY			
	107074	PARTS	10.18
	107075	PARTS	9.11
		VENDOR TOTAL:	161.84
1879-FORCE AMERICA INC			
	107072	PARTS	357.87
		VENDOR TOTAL:	357.87
1978-GRIMM'S PUMP AND INDUSTRIAL SUPPLY			
	106981	PARTS	208.06
		VENDOR TOTAL:	208.06
4128-GROSSENBURG IMPLEMENT INCORPORATED			
	107216	PARTS	94.74
		VENDOR TOTAL:	94.74
3964-INLAND TRUCK PARTS			
	106983	PARTS	505.17
	107005	PARTS	261.50
	107219	PARTS	13.30
	107220	PARTS	386.87
		VENDOR TOTAL:	1,166.84
1729-INTERSTATE COMPANIES INC			
	107070	PARTS	157.32
	107071	PARTS	57.95
	107357	VM INVENTORY	393.69
		VENDOR TOTAL:	608.96
3398-JACK'S TRUCK CENTER INC			
	106984	RETURN PARTS	-68.15
	106985	PARTS	469.27
	106988	PARTS	1,152.97
	107083	PARTS	60.55
	107217	PARTS	180.52

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
3398-JACK'S TRUCK CENTER INC			
	107218	PARTS	590.50
		VENDOR TOTAL:	2,385.66
1128-MACHINE PRODUCTS INC			
	107212	BUILD STEP	198.00
		VENDOR TOTAL:	198.00
3295-MCNEILUS TRUCK & MANUFACTURING			
	107215	PARTS	208.61
		VENDOR TOTAL:	208.61
1291-MIDLAND IMPLEMENT CO INC			
	106977	PARTS	40.21
	107369	VM INVENTORY	208.96
		VENDOR TOTAL:	249.17
5555-MISC EMPLOYEE VENDOR			
	107296	FY19/20 3RD QTR TOOL ALLOWANCE	300.00
	107297	FY19/20 3RD QTR TOOL ALLOWANCE	300.00
	107298	FY19/20 3RD QTR TOOL ALLOWANCE	300.00
	107299	FY19/20 3RD QTR TOOL ALLOWANCE	300.00
	107300	FY19/20 3RD QTR TOOL ALLOWANCE	300.00
		VENDOR TOTAL:	1,500.00
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC			
	106978	TESTING	46.80
		VENDOR TOTAL:	46.80
1511-NORCO INC			
	107084	pARTS	53.46
		VENDOR TOTAL:	53.46
3929-PURVIS INDUSTRIES, LLC			
	106982	PARTS	110.57
	107006	PARTS	46.15

Expenditure Approval Report
Check Approval Date of 04/07/2020



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	156.72
2120-RAZOR CITY RENTAL		
107081	PARTS	49.77
107082	PARTS	49.15
	VENDOR TOTAL:	98.92
2123-RECORD SUPPLY INC NAPA		
106990	PARTS	21.91
106991	PARTS	104.05
106992	PARTS	532.92
107000	PARTS	204.36
107001	PARTS	29.14
107002	PARTS	137.31
107049	PARTS	37.68
107050	PARTS	445.86
107051	PARTS	8.16
107052	PARTS	5.32
107053	PARTS	12.86
107054	PARTS	89.35
107055	RETURN PARTS	-16.00
107056	PARTS	75.20
107057	PARTS	80.15
107058	PARTS	10.79
107059	PARTS	38.83
107060	PARTS	35.06
107061	PARTS	70.99
107062	RETURN PARTS	-13.99
107063	PARTS	8.49
107064	PARTS	6.62
107065	PARTS	89.34
107066	PARTS	11.07

Expenditure Approval Report
Check Approval Date of 04/07/2020



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2123-RECORD SUPPLY INC NAPA			
	107209	PARTS	7.69
	107222	PARTS	27.60
	107223	PARTS	27.60
		VENDOR TOTAL:	2,088.36
2315-THUNDER BASIN FORD LLC			
	106986	PARTS	95.15
	107078	PARTS	238.72
	107213	PARTS	134.32
	107221	PARTS	373.48
		VENDOR TOTAL:	841.67
2320-TITAN MACHINERY INC			
	106987	PARTS	720.00
	107214	PARTS	2,051.53
		VENDOR TOTAL:	2,771.53
2309-WHITE'S FRONTIER MOTORS			
	107003	PARTS	372.70
	107004	PARTS	22.13
	107067	PARTS	79.96
	107068	PARTS	187.27
	107069	PARTS	4.18
		VENDOR TOTAL:	666.24
2385-WYOMING MACHINERY CO			
	107086	PARTS	397.46
		VENDOR TOTAL:	397.46
		DIVISION TOTAL:	16,262.74
		DEPARTMENT TOTAL:	16,262.74
		FUND TOTAL:	67,956.74

Expenditure Approval Report
Check Approval Date of 04/07/2020



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1397-COLLINS COMMUNICATIONS INC			
	107104	FIRE PANEL AND ALERTUS CONNECTION	100.00
		VENDOR TOTAL:	100.00
1860-FIRST CLASS AUTO			
	106940	VEHICLE REPAIRS	7,462.97
	106942	VEHICLE REPAIRS	7,258.09
	106943	VEHICLE REPAIRS	4,566.06
	107295	VEHICLE REPAIR	8,698.07
		VENDOR TOTAL:	27,985.19
		DIVISION TOTAL:	28,085.19
		DEPARTMENT TOTAL:	28,085.19
		FUND TOTAL:	28,085.19
		GRAND TOTAL:	1,528,976.79

Expenditure Approval Report Check Approval Date of 03/30/2020

	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2503-DELTA DENTAL OF WYOMING			
	107195	FEBRUARY 2020 CLAIMS	25,534.43
	107197	MARCH 2020 ADMIN FEES	943.50
		VENDOR TOTAL:	26,477.93
1912-GALLAGHER BENEFIT SERVICES, INC			
	107200	MARCH 2020 SHORT TERM DISABILITY	141.25
		VENDOR TOTAL:	141.25
1315-MOUNTAIN STATES EMPLOYERS COUNCIL INC			
	107198	MAR 20 - FEB 21 MEMBERSHIP DUES	3,000.00
		VENDOR TOTAL:	3,000.00
3960-MII LIFE INSURANCE, INCORPORATED			
	107199	MARCH 2020 PARTICIPANT FEE	266.50
		VENDOR TOTAL:	266.50
3687-OPTUM HEALTH FINANCIAL SERVICES			
	107196	COBRA PARTICIPANT FEE	145.75
		VENDOR TOTAL:	145.75
4067-VISION SERVICE PLAN (WY)			
	107201	MARCH 2020 VISION	3,963.12
		VENDOR TOTAL:	3,963.12
		DIVISION TOTAL:	33,994.55
		DEPARTMENT TOTAL:	33,994.55
		FUND TOTAL:	33,994.55
		GRAND TOTAL:	33,994.55

Expenditure Approval Report
Check Approval Date of 03/27/2020



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	107188	WEEKLY CLAIMS	4,088.38
	107189	WEEKLY CLAIMS	4,443.34
	107190	WEEKLY CLAIMS	3,641.01
		VENDOR TOTAL:	12,172.73
		DIVISION TOTAL:	12,172.73
		DEPARTMENT TOTAL:	12,172.73
		FUND TOTAL:	12,172.73

Expenditure Approval Report
Check Approval Date of 03/27/2020



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
	107186	FEBRUARY 2020 TRANSMISSION	197,285.18
	107187	JANUARY 2020 TRANSMISSION TRUE UP	2,336.62
		VENDOR TOTAL:	199,621.80
		DIVISION TOTAL:	199,621.80
		DEPARTMENT TOTAL:	199,621.80
		FUND TOTAL:	199,621.80

Expenditure Approval Report
Check Approval Date of 03/27/2020



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	107191	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	82,792.84
	107192	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	50,981.67
	107193	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	176,458.55
		VENDOR TOTAL:	310,233.06
		DIVISION TOTAL:	310,233.06
		DEPARTMENT TOTAL:	310,233.06
		FUND TOTAL:	310,233.06
		GRAND TOTAL:	522,027.59



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Declaring City of Gillette State of Emergency.

BACKGROUND:

The Council declares a State of Emergency to allow 1) the City Administrator to expend City funds and use additional personnel hours necessary to respond to the impacts of COVID-19; and 2) authorizes City staff to record the additional expenses incurred in the past and future as a result of the COVID-19 impacts and to seek reimbursement to the extent provided and authorized by Federal and State Laws.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Resolution Declaring City of Gillette State of Emergency.

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

[State of Emergency Resolution](#)

RESOLUTION NO. __

A RESOLUTION DECLARING CITY OF GILLETTE STATE OF EMERGENCY

WHEREAS, the President of the United States of America has declared a National State of Emergency based on the coronavirus COVID-19 (“COVID-19”) pandemic event, and

WHEREAS, on March 13, 2020, Wyoming Governor Mark Gordon declared a state and public health emergency in the State of Wyoming based on the health risk of COVID-19 and executed Executive Order 2020-2; and

WHEREAS, the City of Gillette, Wyoming officials have been proactive beginning March 16, 2020 addressing the COVID-19 impacts; and

WHEREAS, the City of Gillette Council on advice of the City Administrator and the City Emergency Response Task Force will immediately take further action in this emergency circumstance to address the COVID-19 impacts on our City and community; and to further declare a State of Emergency in Gillette, Wyoming; and

WHEREAS, COVID-19 poses a serious public health risk to our City, impacting our City services, our schools, and our businesses; and

WHEREAS, the extent and level of impact from COVID-19 cannot be determined at present and the City Administrator needs the authority and funding to react promptly and without delay at this critical time;

WHEREAS, it is vital that the City Administrator is authorized to expend City Funds for additional personnel, supplies and equipment as needed, so that action can be taken without delay to protect the lives and the safety of our residents and visitors to our City; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Gillette, Wyoming that it hereby declares a State of Emergency in Gillette, Wyoming with the City Administrator authorized to expend City funds and use additional personnel hours necessary to respond to the impacts of COVID-19 (known and unknown) in the City;

BE IT FURTHER RESOLVED that the City Council determines this action is required in order to be proactive;

BE IT FURTHER RESOLVED by the City Council that the City Administrator will coordinate and work with the Campbell County Public Health and other appropriate State of Wyoming Agencies;

BE IT FURTHER RESOLVED that the City Administrator and all City Departments are requested and authorized to record the additional expenses incurred in the past and future as a result of the COVID-19 impacts and seek reimbursement to the extent provided and authorized by Federal and State Laws.

PASSED, APPROVED AND ADOPTED this 7th day of April 2020.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Authorize the City of Gillette to Hold Public Meetings By Electronic Means.

BACKGROUND:

The resolution authorizes the Council, in accordance with the Public Meetings Act, to have meetings by video conference call, allowing for contemporaneous discussion by the Council, while simultaneously broadcasting the meeting to public on television and various other means. Members of the public are allowed to submit written comment on the City web page until 3:00pm the day of the meeting.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Resolution to Authorize the City of Gillette to Hold Public Meetings By Electronic Means.

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

[Ordinance](#)

RESOLUTION NO. __

A RESOLUTION TO AUTHORIZE THE CITY OF GILLETTE TO HOLD PUBLIC MEETINGS
BY ELECTRONIC MEANS

WHEREAS, on March 13, 2020, Wyoming Governor Mark Gordon declared a state and public health emergency in the State of Wyoming based on the health risk of the coronavirus COVID-19 (“COVID-19”) and executed Executive Order 2020-2;

WHEREAS, on March 20, 2020, the Governor extended his Order until April 17, 2020.

WHEREAS, the Centers for Disease Control (“CDC”) published recommendations that large gatherings of ten or more people should be avoided to prevent the spread of COVID-19;

WHEREAS, on March 16, 2020, based on the State Emergency Declaration and the recommendations of the CDC, the City of Gillette, Wyoming (“City”) limited City operations and allowed its employees to work from home when possible;

WHEREAS, to prevent the spread of COVID-19, access to City Hall is limited until it is determined safe for the staff, elected officials, and the public:

WHEREAS, all claims and demands against the City must be presented to the governing body in a public meeting;

WHEREAS, the City must have at least one meeting during a calendar month;

WHEREAS, City meetings must be held in accordance with the Wyoming Public Meetings Act, WYO. STAT. §§ 16-4-401 through 16-4-408;

WHEREAS, to protect the health, safety and welfare of the public, to comply with the City’s meeting obligations, and to avoid circumventing the Act, the City will conduct meetings with a quorum of the Council on a video conference call to allow contemporaneous discussion while simultaneously broadcasting the meeting on public access television to allow the public to hear Council discussion at the meeting;

WHEREAS, for scheduled meetings, the City will accept all comments from the public in writing through an account that will be established by the City and posted on its website;

WHEREAS, Citizens that do not have access to the internet may call the Clerk and express their comments;

WHEREAS, the deadline to submit comments is 3:00pm on the day of any scheduled meeting.

WHEREAS, the Clerk will read verbatim every comment from the public;

WHEREAS, the City will continue to provide proper notice of a meeting to the public and press;

WHEREAS, the sole purpose of this Resolution is to protect the health, safety, and welfare of the citizens of Gillette, Wyoming.

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

Until further notice, the City will conduct public meetings by holding a video conference call with a quorum of Council and contemporaneously broadcast the call on public television. The public will be allowed to comment in writing.

PASSED, APPROVED AND ADOPTED this 7th day of April 2020.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign Amendment No. 1 of the Telecommunications Raceway Lease Between the City of Gillette and Advanced Communications Technology, Inc.

BACKGROUND:

Amendment No. 1 to the original Telecommunications Raceway Lease Agreement, signed December 31, 2018, will allow Advanced Communications Technology, Inc. to lease additional fiber optic raceway in the City of Gillette's multi-raceway fiber optic backhaul in order to install fiber optic cable owned by Advanced Communications Technology, Inc. to build out to their customers.

ACTUAL COST VS. BUDGET:

Revenue received from this Raceway Lease Amendment No. 1 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 \$0.49862 per lineal foot with an inflationary increase of 3% per calendar year. Upon execution of Amendment No. 1, the annual lease revenue will increase by an estimated \$15,105.69.

SUGGESTED MOTION:

I Move for Approval to Authorize the Mayor to Sign Amendment No. 1 of the Telecommunications Raceway Lease Between the City of Gillette and Advanced Communications Technology, Inc.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[ACT Fiber Raceway Amendment No. 1](#)

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT FOR USE OF CITY
RACEWAY BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC.,
AND THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between Advanced Communications Technology, Inc. (“Company”), whose address is 290 N Brooks St, Sheridan, WY 82801; and 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 first amendment to the Agreement between the Company and the City which was duly executed on December 31, 2018, and which became effective December 31, 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), Exhibit(s) ACT-A-014 through ACT-A-019, which is attached as Exhibit B and made a part of this Agreement.

The Original Agreement, dated December 31, 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”).

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 monthly rent to be paid by Company to the City shall be \$0.49862 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit(s) ACT-A-014 through ACT-A-019. 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 three (3) pages, and Exhibit B, ACT-A-014 through ACT-A-019, Facility Location Map, and the Original Agreement consisting of eight (8) pages, and Exhibit A, ACT-A-001 through ACT-A-013 - Facility Location Map(s), 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 One 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

Louise Carter-King, Mayor

Date

COMPANY

Aaron Sopko – General Manager
for Advanced Communications Technology, Inc.

Date

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Anthony M. Reyes


Date

EXHIBIT B

ACT Raceway Lease Table of Contents

<u>Exhibit</u>	<u>Description</u>	<u>Date</u>
ACT-A-001	Sequoia Tower to Walmart	11/2018
ACT-A-002	Burma Tower to Echeta Tower	11/2018
ACT-A-003	CenturyLink to 6 th Street & Stocktrail Avenue	11/2018
ACT-A-004	6 th Street & Stocktrail Avenue to Campbell County Hospital	11/2018
ACT-A-005	Campbell County Hospital	11/2018
ACT-A-006	Campbell County Hospital to Coltrane Tower	11/2018
ACT-A-007	CenturyLink to 5 th Street & Kendrick Avenue	11/2018
ACT-A-008	6 th Street & Stocktrail Avenue to Westover Road	11/2018
ACT-A-009	Westover Road to Westover Substation	11/2018
ACT-A-010	Westover Road to 4-J Road & Lakeway Road	11/2018
ACT-A-011	4-J Road & Lakeway Road to Sequoia Tower	11/2018
ACT-A-012	4-J Road & Lakeway Road to Lakeway Learning Center	11/2018
ACT-A-013	Walmart to Prime Rib Tower	11/2018
ACT-A-014	Highway 59 – Sequoia Tower to Southern Drive	3/2020
ACT-A-015	4-J Road & Lakeway Road to Southern Drive	3/2020
ACT-A-016	CenturyLink to 8 th Street & Veterans Drive	3/2020
ACT-A-017	4 th Street & Gurley Avenue to 8 th Street & Veterans Drive	3/2020
ACT-A-018	8 th Street & Veterans Drive to Prime Rib	3/2020
ACT-A-019	Coltrane Tower to Hwy 14-16	3/2020



 Lease Route
 Start Point: F922
 End Point: F928

Approx. Route Distance: 9,873 LF

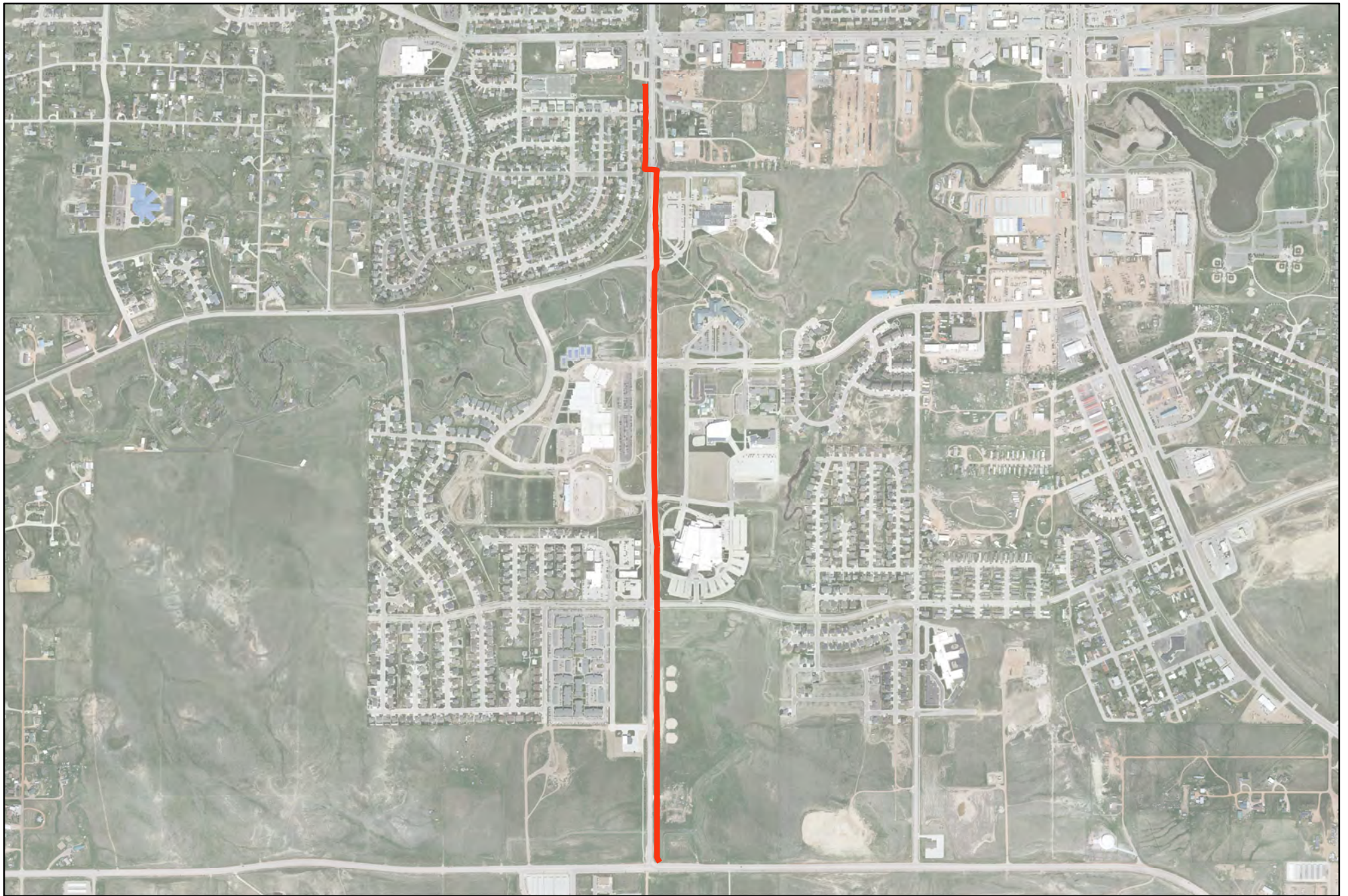
General Description


Sequoia Tower
to Southern Drive



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

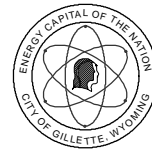
**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-014**



 Lease Route
Start Point: F919
End Point: F955

Approx. Route Distance: 7,742 LF


General Description
4-J Road & Lakeway Road
to Southern Drive



CITY OF GILLETTE
ELECTRICAL ENGINEERING
611 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277

**FIBER OPTIC
RACEWAY LEASE
ACT-A-015**



 Lease Route
 Start Point: F927
 End Point: F923

Approx. Route Distance: 3,706 LF

General Description

CenturyLink to
8th Street & Veterans Drive



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-016**



Lease Route

Start Point: New ACT Vault
End Point: F942

Approx. Route Distance: 2,853 LF

General Description


4th Street & Gurley Avenue
to 8th Street & Veterans Drive



CITY OF GILLETTE
ELECTRICAL ENGINEERING
611 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277

**FIBER OPTIC
RACEWAY LEASE
ACT-A-017**



 Lease Route
 Start Point: F942
 End Point: F902

Approx. Route Distance: 1,431 LF


General Description
 8th Street & Veterans Drive
 to Prime Rib



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-018**



 Lease Route
 Start Point: F908
 End Point: F923

Approx. Route Distance: 4,690 LF

General Description

Coltrane Tower
to Hwy 14-16



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-019**



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign a Telecommunications Indefeasible Right of Use Agreement (IRU) Between the City of Gillette and Advanced Communications Technology, Inc.

BACKGROUND:

The IRU agreement will continue to allow Advanced Communications Technology, Inc. to use dedicated strands of dark fiber within the City of Gillette's existing fiber network.

ACTUAL COST VS. BUDGET:

Revenue received from the IRU agreement shall be deposited in the City's Fiber Fund No. 506.

Anticipated revenue associated with the IRU agreement is as follows:

1st Year Lease Fees: \$16,000.00

Annual IRU Maintenance Fees: \$1,600.00

SUGGESTED MOTION:

I Move for Approval to Authorize the Mayor to Sign a Telecommunications Indefeasible Right of Use Agreement (IRU) between the City of Gillette and Advanced Communications Technology, Inc.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[Dark Fiber IRU Agreement](#)

DARK FIBER IRU AGREEMENT

This sets forth the Agreement made as of January 1, 2020 (the “Effective Date”) between the City of Gillette, Wyoming, a municipality with its principal offices at 201 East 5th Street, Gillette, Wyoming 82716 (“Owner”), and Advanced Communications Technology, Inc., a Montana corporation with its principal offices located at 290 North Brooks Street, Sheridan, Wyoming, 82801 (“ACT”).

RECITALS

WHEREAS, Owner owns and operates a fiber optic network in the City of Gillette using certain public and private rights-of-way (“ROW”); and

WHEREAS, ACT constructs, installs, owns and operates fiber optic communications networks in Montana and Wyoming and is a certificated provider of voice, video, data and wireless communications services; and

WHEREAS, ACT desires to obtain and Owner desires to provide to ACT Indefeasible Rights of Use (IRU) of dedicated strands of Dark Fiber in certain Segments of the Owner’s Network as further described in this Agreement.

TERMS

NOW THEREFORE, in consideration of the matters recited and the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 “**Access Points**” means any point along the Owner’s fiber network in which ACT is authorized to establish interconnect.

1.2 “**Affiliate**” means any Person or entity that, directly or indirectly, controls, is controlled by, or is under common control with another Person or entity. For purposes of the preceding sentence, “control” with respect to any Person or entity means ownership of at least fifty percent (50%) of the voting interest in the Person or entity.

1.3 “**Initial Agreement**” means this Dark Fiber IRU Agreement between Owner and ACT, including the Exhibits attached hereto and incorporated herein, which Exhibits and Agreement may be modified from time to time. Such Amendments and modifications if mutually agreed upon and jointly executed shall be considered part of the Agreement.

1.4 “**Business Day**” means any day, excluding Saturdays and Sundays and all legal Federal and Wyoming State holidays.

1.5 “**Customer Fibers**” means ACT’s IRU from Owner for dedicated strands of Dark Fiber within the Owner’s Network.

1.6 “**Customer Network**” means the telecommunications networks and related structures, Demarcation Points and equipment and electronics that are constructed, installed, operated or owned by ACT in the Gillette, Wyoming community, including the Customer Fibers.

1.7 “**Dark Fiber**” means strands of optical fiber that have no optronics or electronics attached to them and which meet the specifications set forth in the Dark Fiber Specifications noted in Section 1.7 below.

1.8 “**Dark Fiber Specifications**” means the specifications applicable to the Customer Fibers attached hereto as Exhibit D.

1.9 “**Demarcation Points**” means the points of interface between Owner’s Network and the Customer Network. Said Demarcation Points shall be owned and established by ACT in conjunction with “Exhibit G” and shall serve as the only points of access for ACT to Customer Fibers.

1.10 “**Fiber Mile**” means one strand of Dark Fiber per Route Mile.

1.11 “**Indefeasible Right of Use**” or “**IRU**” means the indefeasible and exclusive rights to use, for the purposes described herein, the Customer Fibers; provided, however, that granting such IRU to Customer does not convey legal title to Customer of the Customer Fibers.

1.12 “**IRU Fee**” means the fee charged by Owner to ACT for the Customer Fibers as set forth in Section 3.1 of this Agreement.

1.13 “**Maintenance Fee(s)**” means the fee or fees charged to ACT for the maintenance of the Customer Fibers as set forth in Section 3.2 of this Agreement.

1.14 “**Owner’s Network**” means the telecommunications networks and related structures, and equipment or electronics that are constructed, installed, operated and owned by the City of Gillette in the Gillette, Wyoming community.

1.15 “**Person(s)**” means a natural person, corporation, firm, partnership, Limited Liability Company, joint venture, municipality or other form of association or entity.

1.16 “**Right of Way**” or “**ROW**” means public and private property, conduit, towers, poles and any other facilities used by Owner to install the Owner’s Network containing the Customer Fibers, whether in fee, by contract, franchise or otherwise.

1.17 “**Route Mile**” means a one mile length of the Dark Fiber bundle.

1.18 “**Segment**” means a portion of the total Route Miles of Dark Fiber.

1.19 “**Service Order**” means orders that may be submitted by ACT to Owner requesting renewal of or additional lease of Owners fiber network and new routes that connect to existing network. All orders are subject to the terms of this Initial Agreement with the exception that the lease “Term” of additional fibers is subject to approval by both parties.

1.20 “**Term**” of this Initial Agreement means the period commencing on the Effective Date and continuing for a period of ten (10) years after the date of Acceptance as defined in Section 4 of this Initial Agreement (the “Initial Term”). At the expiration of the Initial Term, the parties shall have the option, but not the obligation, to extend this Initial Agreement on terms to be negotiated by the parties prior to such expiration (the “Successive Term(s)”). The Initial Term and any Successive Terms shall collectively be referred to as the “Term.” The parties agree to extend the Initial Agreement for a period of five (5) years, effective when all parties have executed this agreement and all required approvals have been granted. With the exception of items explicitly delineated in this Agreement, all terms and conditions of the Initial Agreement, including but not limited to governmental immunity, shall remain unchanged and in full force and effect. This Agreement may be renewed once by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Owner.

2.0 GRANT OF IRU AND SCOPE OF AGREEMENT

2.1 Pursuant to the conditions set forth in this Initial Agreement, Owner agrees to grant to ACT, and subject to the provisions in Section 4 of this Initial Agreement as a condition precedent, ACT agrees to accept from Owner an Indefeasible Right of Use (IRU), for the Term specified in the Initial Agreement:

- (a) Dark fiber strands in Owner’s network along the route designated in Exhibit B.
- (b) With additional requests to be agreed upon by mutual consent and the submission of a Service Order.

2.2 The parties intend that Owner shall tender to ACT in accordance with Section 4 the Customer Fibers as soon as possible and no later than 30 days following the effective date of this Initial Agreement.

2.3 Upon Acceptance, ACT shall obtain and be deemed to have obtained an IRU for designated Customer Fibers initially limited to Exhibit B, for the duration of the Initial Term and any Successive Term. Additional fibers may be offered to the Customer by the Owner as the Owner’s Network is extended throughout the Gillette area. Should additional fiber be offered by the Owner (and accepted by the Customer) all such additional fibers shall be subject to the terms and conditions of this Agreement for the duration of the Initial Term and as well as any Successive Term.

2.4 Upon Acceptance, ACT shall obtain and be deemed to have a non-exclusive right of use of Owner’s tangible and intangible property rights in Owner’s network to the extent needed for use

of the Customer Fibers including use of the associated conduit; and Owner's rights in all underlying rights; and where space is not otherwise occupied or reserved for use by owner or another user access to associated regeneration, amplifier, junction and terminals or points of presence.

2.5 The following Exhibits to this Initial Agreement shall be prepared by the parties and incorporated herein by reference hereto and made a part of this Initial Agreement as of the Effective Date:

Exhibit A	Fiber Optic System Distance
Exhibit B	Fiber Optic System Map
Exhibit C	Dark Fiber Specifications
Exhibit D	Fiber Facilities Restoration Plan
Exhibit E	Emergency and Routine Maintenance Contacts
Exhibit F	Service Order Procedures and Sample Order
Exhibit G	Typical Demarcation Point

2.6 ACT hereby agrees to not sublease any of the fiber being leased to them by the Owner without the Owner's permission. Any such sub-lease without prior written permission from owner is void.

2.7 A Demarcation Point shall be installed at each location where the Owner has established a ground level appearance for access to the Owners Network. ACT shall provide all material and labor necessary to establish the Demarcation Point as depicted in attached "Exhibit G", to include a conduit and fiber optic cable stub which the Owner shall extend into its hand hole and splice to the Customer Fibers. Additional Demarcation Points may be constructed from time-to-time upon mutual agreement by both Parties.

2.8 ACT hereby agrees that access to Customer Fibers will only be available at the Customer owned and establish Demarcation Point and at no other point within the Owners Network, except as set forth in Exhibit D in circumstances of restoration of services. Under no other circumstances shall the Customer enter any facility within the Owners Network other than at the established Demarcation Point. Intentional or unintentional access by the Customer to the Owners Network beyond the Demarcation Point shall result in the following fines imposed upon the Customer:

1. First Offence - \$15,000 payable to the Owner within 30 days
2. Second Offence - \$30,000 payable to the Owner within 30 days
3. Third Offence – The right of the Owner to suspend the IRU agreement and to retain all lease payments for the balance of the 10 year initial term of the agreement. Owner agrees to grant 180 days notice on suspension of agreement as to allow reasonable time for Customer to pursue alternative options.

3.0 COMPENSATION, COSTS AND FEES

3.1 As compensation to Owner for the IRU in the Customer Fibers during the Initial Term and upon Acceptance of the Customer Fibers, ACT agrees to pay to Owner in advance the sum of fifty dollars (\$50.00) in U.S. currency per Fiber Mile per month for each dedicated strands of Customer Fibers delivered to and Accepted by Customer pursuant to this Initial Agreement.

IRU Fee formula: (Rate) X (# of Fibers) X (Total Miles) X (# of months)

3.2 The fee of each additional dark fiber lease will be calculated by tenths of a mile (minimal charge one tenth of a mile), and prorated by the number of months remaining in the Initial Term or any Subsequent Term of this Agreement.

3.3 In addition to the IRU Fee set forth in Section 3.1 above, and in exchange for Owner's maintenance of the Customer Fibers, ACT shall pay to Owner, annually in advance, a yearly maintenance fee of five hundred dollars (\$500.00) in U.S. currency per each Route Mile of ACT Leased Fiber (the "Maintenance Fee"). The initial annual Maintenance Fee shall be due upon ACT's Acceptance of the Customer Fibers. Subsequent payments of the Maintenance Fee shall be annually invoiced by the City to ACT and will be due on the anniversary date of the initial annual Maintenance Fee and annually thereafter during the Initial Term. Fees not paid within 30 days after the date of the invoice for Maintenance Fees are subject to a late payment fee of 1 % per month.

3.4 Owner agrees to allow ACT unescorted access to the ACT Demarcation Points for the purpose of installing and maintaining cabinetized electronic equipment for the local distribution of communications services.

4.0 TESTING, ACCEPTANCE AND DELIVERY

4.1 Customer Fibers shall be deemed ready for delivery to ACT on that date when (i) all necessary approvals and authorizations for Owner to deliver the specific Customer Fibers have been secured by Owner; (ii) the Dark Fiber in the Owner's Network has been tested; and (iii) the Dark Fiber meets the Specifications set forth in Exhibit D. The availability of each Segment of Owner's Fibers for delivery, together with the actual miles of Dark Fiber available for delivery, shall be certified to ACT in writing by Owner ("Certification").

4.2 Owner shall notify ACT at least one week in advance as to the date when testing of the Customer Fibers is to occur, so that ACT may have an observer present. Owner shall also notify ACT when the Customer Fibers are ready for delivery by sending the Certification and all Dark Fiber test results (collectively the "Delivery Documentation") to ACT, which Dark Fiber test results shall specify end-to-end loss and chromatic dispersion, measured from end to end, and shall include Optical Time Domain Reflectometer traces. Owner will also provide ACT with written notice of the Actual Route Mile and the Actual Fiber Mile.

4.3 ACT will have ten (10) Business Days from the date Owner delivers the Delivery Documentation (the “Inspection Period”) to inspect the Delivery Documentation and if ACT determines in its discretion that it is appropriate to re-test to ensure that the Dark Fiber Specifications have been met. During and until expiration of the Inspection Period, ACT will also be given all reasonable and necessary escorted access to inspect Owner’s Network to ensure that the Dark Fiber Specifications have been met.

4.4 Upon the expiration of the Inspection Period, the Customer Fibers shall be deemed delivered by Owner to ACT (“Acceptance”), unless prior to the expiration of the Inspection Period, ACT provides written notice of any deficiencies in any of the Dark Fiber or the Demarcation Points, specifying the failure to meet particular Dark Fiber Specifications, and describing the same. Owner shall rectify any specification deficiencies identified in such notice within 30 days of receipt of the same. The notice and Acceptance provisions of 4.2 and 4.3 will be repeated until the Customer fibers conform to the Dark Fiber Specifications. A failure by ACT to notify Owner on or before expiration of the Inspection Period shall constitute Acceptance by ACT of the Customer Fibers. If prior to Acceptance the parties dispute whether there are any deficiencies or whether the deficiencies have been rectified, either party may file a claim with a court of competent jurisdiction in accordance with Section 13.14 of this Agreement.

4.5 Upon Acceptance, subject to the provisions of this Agreement, the IRU of the Customer Fibers shall be deemed to have been delivered to ACT in accordance with the provisions of this Agreement and all applicable payments due Owner, including but not limited to the IRU Fee and the Maintenance Fee for the first year of the Term shall be due in accordance with the terms of this Agreement.

5.0 MAINTENANCE AND RELOCATION

5.1 Throughout the Term of this Agreement, Owner shall maintain the Customer Fibers in the Owner’s Network upon and in accordance with the terms and conditions set forth in this Agreement and in accordance with the standards set forth in the Operations and Maintenance Standards attached hereto as Exhibit C and in the Fiber Facilities Restoration Plan attached hereto as Exhibit E. If, after Acceptance, ACT, acting in good faith, has a bona fide basis for believing that any strands of the Customer Fibers do not meet the standards described in Exhibits C and E, ACT shall provide written notice to Owner specifying the bona fide basis and the potential deficiency, and unless Owner provides a reasonable basis to repudiate ACT’s asserted deficiency without additional testing, Owner and ACT shall jointly retest the strands described in ACT’s notice. In the event that at any time during the Term of this Agreement any of Customer Fibers or the Demarcation Points in the Owner’s Network do not meet such standards and specifications as set out in this Agreement, then upon written notice and subject to the cure period specified in Section 6 below, ACT will be entitled to the rights and remedies set out in Section 6 hereof.

5.2 Owner reserves to itself, its Affiliates, successors and assigns, the right, in its sole discretion, to operate the Owner’s Network and the Demarcation Points in such manner as will

best enable it to meet its purposes, provided however that Owner shall use commercially reasonable efforts to ensure there is no interference with ACT’s IRU in the Customer Fibers or ACT’s access to and use of the Customer Network. Any maintenance conducted by Owner shall be conducted in accordance with the terms of this Agreement and the Maintenance Schedule set forth below. Owner shall provide ACT with at least ten (10) Business Days’ prior written notice of any non-routine, non-emergency maintenance, and shall use commercially reasonable efforts to ensure that such maintenance shall not in any way interfere with ACT’s IRU, use and possession of the Customer Fibers. Owner shall provide ACT with notice of any emergency maintenance as quickly as possible under the circumstances giving rise to the emergency, and if only verbal notification is possible, Owner shall provide ACT with written notice within three (3) Business Days thereafter.

MAINTENANCE SCHEDULE:

	OPERATIONAL HOURS	
BUSY HOURS	AFTER HOURS	OFF HOURS
0700-1700 Local Monday thru Friday	1701-2400 Local Monday thru Friday	0001-0600 Local Monday thru Sunday (seven days a week)
0700-1200 Local Saturday and Sunday	1200-2400 Local Saturday and Sunday	
No activities will take place except for EMERGENCY activities.	The time in which activities that have minimal impact on the network and customers will take place. This would include non-traffic affecting activities (e.g., splicing a new element on non-traffic bearing fiber, fiber prep work)	The time reserved for any activities that could have a direct effect on the network and/or customers. This would include splicing active fibers, installation/removal of active equipment, battery maintenance, etc.

5.3 Owner reserves to itself, its successors and assigns, the right, in its sole discretion, to relocate and maintain the Owner’s Network and the Customer Fibers as may be required for its purposes or as required under any right of occupancy by any regulator or governmental entity of competent jurisdiction, but shall use commercially reasonable efforts to minimize the effect of such relocation on ACT’s use of such Segment(s). Owner shall be responsible for all costs associated with relocation of any Customer Fibers as may be required exclusively by the Owner.

6.0 EVENTS OF DEFAULT, CURE AND TERMINATION RIGHTS

6.1 Owner and ACT will, respectively, be in default of this Agreement if it or any of its Affiliates responsible to perform any of the obligations under this Agreement: (a) becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors; or (b) violates any applicable laws, rules or regulations which result in a material

adverse impact on the rights, benefits, obligations or duties of the other party under this Agreement; or (c) fails to perform any material obligation under this Agreement, and does not cure such failure to perform within the cure period as provided in Section 6.2 below.

6.2 Except as set forth in this Section 6.2, no party hereto shall be considered in default under Section 6.1(c) of this Agreement unless any default by such party continues for thirty (30) days following receipt by such party of a written notice of default from the other party (hereinafter called "Notice of Default"), provided, however, that if a non-monetary default by a party reasonably requires more than thirty (30) days to cure, such party shall not be in default, provided that the curing of the default is promptly commenced upon receipt by such party of the Notice of Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided further that the party in receipt of the Notice of Default keeps the other party well informed at all times of its progress in curing the default. Notwithstanding the foregoing or any other provision of this Agreement, a party that is in default as to any payment of monies due under this Agreement shall be considered in default if such monetary default is not cured within ten (10) days from the Notice of Default. Notwithstanding the foregoing or any other provision of this Agreement after Acceptance Owner will be considered in default if ACT experiences and has provided Owner with a notice that it is suffering a material degradation in service due to either the Owner's actions or the condition of Owner's network, and Owner has not promptly remedied the same to ACT's satisfaction within the time frames set forth in 6.4.

6.3 If ACT fails to cure a default within the applicable cure period, Owner, if it is not then in default, may terminate this Agreement by providing written notice thereof to ACT. In such event, Owner shall be entitled to keep the IRU Fee and any Maintenance Fees paid by ACT as of the effective date of termination. Termination of this Agreement by Owner for default shall not preclude Owner from seeking any remedy that is available to it at law or in equity. If Owner fails to cure a default within the applicable time period, ACT, if it is not then in default, may terminate this Agreement by providing written notice thereof to Owner. In such event, ACT shall be entitled to recover a portion of the IRU Fee from the owner as follows: The total IRU fee multiplied by (the number of years remaining in the term including the year of default/the total term) plus any maintenance fee paid for the year in which the default occurred. Termination of this Agreement by ACT for default shall not preclude ACT from seeking any remedy that is available to it at law or in equity. ACT may at its option require specific performance of the agreement.

Without limiting the generality of the foregoing provisions of this Section 6, in the event that at any time after Acceptance and during the Term of this Agreement any part of the Customer Fibers do not meet the specifications or standards set out in this Agreement, and materially degrade service to ACT, Owner shall rectify the deficiencies promptly, and in no event later than 72 hours of receiving written notice from ACT of the deficiencies. Owner shall ensure the Customer Fibers as specified in the written notice meet, and continue to meet, the specifications and standards set out in this Agreement throughout the Term. In the event Owner is unwilling or unable to rectify the deficiencies within that time period, Owner shall provide ACT with alternative Dark Fiber or other fiber optic facilities for the Customer Fibers identified in the written notice for which Owner has not rectified the specified deficiency within 72 hours with specifications and standards at least equal to those described herein at no additional cost to ACT, and Owner shall ensure a seamless

and uninterrupted migration of ACT's affected traffic from the deficient Customer Fibers or Demarcation Points to the replacement fiber or fiber optic facilities. Owner agrees that ACT's use of any such replacement fiber or fiber facilities shall be on terms and conditions not less favorable to ACT than the terms and conditions of this Agreement. In the event Owner fails to rectify the deficiency within the 72 hour period and further fails to provide ACT with alternate Dark Fiber or other fiber optic facilities as set forth in this Section, ACT shall be entitled to rectify the deficiency stated in ACT's notice at Owner's cost and expense, which cost may be set off against the Maintenance Fees. If the Customer fibers do not meet the specifications or standards set out in this Agreement, but do not materially degrade service to ACT, Owner shall rectify as soon as reasonably feasible, but in no event later than thirty days.

7.0 INSURANCE

7.1 ACT represents that it now carries, and agrees it will continue during the Term of the Agreement to carry, as a minimum, worker's compensation, comprehensive general and contractual liability and comprehensive automobile liability insurance with carriers reasonably satisfactory to the other party, with the Owner named as additional insured or as additional insured (except for worker's compensation), in the following amounts:

Worker's Compensation Statutory Employer's Liability \$500,000

Comprehensive General Liability or Commercial General Liability (Public Liability), including:

- a. Bodily Injury, Personal Injury and Property Damage - \$2,000,000 Per Occurrence Or Claim, or;
- b. Bodily Injury, Personal Injury and Property Damage - \$4,000,000 combined single Limit

Automobile Liability Insurance (owned, hired, and non-owned), including:

- a. Bodily Injury and Property Damage - \$2,000,000 combined single Limit

7.2 Owner represents that it carries, and agrees that it will continue during the Term of the Agreement to carry joint powers liability coverage through the Wyoming Association of Risk Management ("WARM"), a Wyoming Joint Powers Board composed of several Wyoming counties and municipalities which provides a self-funded pool for comprehensive general liability and automobile liability coverage in accordance with WYO. STAT. §§ 1-39-101-120. The parties intend and agree that the City does not waive governmental immunity by entering into this section of the Agreement and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law.

7.3 Prior to the commencement of the Initial Term, each party shall furnish an insurance certificate to the other party, and if such certificate has an expiration date, the party furnishing the

certificate shall furnish updated insurance certificates to the other party, each certifying to the foregoing coverage. Each certificate shall include:

- (a) Name of insurance company, policy number and expiration date;
- (b) The coverage required whether claims made or occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Party obtaining furnishing the insurance certificate)
- (c) A statement that the Owner shall receive thirty (30) days' notice of cancellation or modification of any of the policies, which may affect the other party's interests'. It is understood and agreed that ACT's policies are primary and not contributory. All insurance certificates shall be submitted to the Owner for review and approval before the effective date of this lease;
- (d) A statement that the Owner has been named as insured or as additional insured (except for worker's compensation) on all policies;
- (e) If a vehicle is carrying Hazardous Substances, the certificate must show that the vehicle is insured for limits specified in the Motor Carrier Act of 1980, as amended.

7.4 ACT hereby grants to the Owner a waiver of any right to subrogation which any insurer of ACT may acquire against the Owner by virtue of the payment of any loss under such insurance. ACT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer. Owner is a City of the First Class under Wyoming law and expressly preserves all immunities, rights and defenses it may have under Wyoming law, including the Wyoming Governmental Claims Act.

7.5 Neither party shall commence any construction, operation, or maintenance services or permit any subcontractor to enter on the other party's property unless their respective obligations under this Section 7 are met. Each party shall cause its subcontractors to name the other party as additional insured on all policies (except for worker's compensation). Compliance shall be evidenced by a certificate of insurance from any subcontractor, retained by each party and available to the other party upon request.

7.6 Each party shall furnish to the other party copies of any accident report(s) sent to a party's insurance carriers covering accidents occurring in connection with or as a result of the performance of construction, operation, or maintenance services under this Agreement.

8.0 WRITTEN NOTICE

8.1 All notices, demands, requests, instructions, approvals, proposals and claims arising from, relating to or required by this Agreement ("Notices") shall be in writing and shall be addressed as follows:

If to ACT:

General Manager
Advanced Communications Technology, Inc.
290 North Brooks Street
Sheridan, Wyoming 82801
307.673.0910 Phone
307.673.0911 Fax

If to Owner:

Utilities Director
611 N. Exchange,
Gillette, Wyoming 82717
307.686.5277 Phone
307.686.6564 Fax

and

Information Technology Manager
201 E. 5th Street
Gillette, Wyoming 82717
307.686.5221 Phone
307.686.1593 Fax

and

City Attorney
201 E. 5th Street
Gillette, Wyoming 82717
307.686.5290 Phone
307.686.0726 Fax

The parties shall be entitled to change the addresses for such notices upon five (5) days advance written notice to the other party. Notices may be sent by personal delivery, overnight courier service or mail, telefax or facsimile transmission, or certified-mail, return receipt requested, and shall be deemed delivered upon receipt if personally delivered, upon delivery if validated with proof of delivery by an overnight courier or mail services, upon receipt with proof of written confirmation of successful transmission for delivery by telefax or facsimile transmission, or upon delivery if validated by a certified return receipt.

9.0 CHOICE OF LAW AND INTERPRETATION

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

10.0 INDEMNIFICATION

10.1 ACT 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 ACT's failure to perform any of ACT's duties and obligations hereunder or in connection with the negligent performance of ACT's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of ACT's actions.

11.0 CONFIDENTIALITY

11.1 The parties agree that in accordance with the Wyoming Public Records Act, WYO. STAT. §§ 16-4-201 through 16-4-205 ("Act"), all information, analysis, conclusions, drawings, reports, specifications or other information ("Information") received in furtherance of this Agreement, proprietary or otherwise, shall be kept confidential to extent authorized by the Act and any Information or other property received from the other party for purposes of completing the rights and obligations under this Agreement, and all copies and forms thereof, shall be returned to the other party upon termination of this Agreement.

11.2 Except as may be required by the Act, state or federal law or a court of competent jurisdiction or as may be authorized by the party that provided the information, the party that receives the information shall not disclose it to any third party (other than representatives of the Party that receives it). The parties may rely upon any other remedies available to them, including injunctive relief and specific performance, to enforce the confidentiality obligations of this Section.

11.3 Should any request to disclose or to take any other action regarding confidential information that may be prohibited by the confidentiality obligations of this Section be received by a party, the party that receives the request shall promptly notify the other party, in writing, of the nature of the request. The party that provided the information may then respond as to whether or not the information should be disclosed as requested or that the party that provided the information will contest the disclosure of the information. Notwithstanding the above, the parties acknowledge that disclosure of this Agreement will be required to certain of their respective employees, agents or representatives to effectuate the purposes hereof, or as is necessary to obtain financing, or comply with state, federal or local law or regulatory requirements, including disclosure requirements of public corporations; any such disclosure shall not require the prior written consent of the other party.

11.4 It is understood and agreed that either party has the right to disclose this Agreement to governmental agencies having requisite governmental authority over the terms of this Agreement and/or owners of the Right-of-Way if required under an applicable Right-of-Way agreement, provided that the disclosing party shall notify the other of any such disclosure.

11.5 This Section 11 shall supersede and replace all prior confidentiality or non-disclosure agreements between the parties in connection with the subject matter of this Agreement.

12.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Owner warrants and represents to ACT, with the intent that ACT will rely thereon in entering into this Agreement, that:

(a) Municipal Status. Owner is a municipality chartered under the laws of Wyoming;

(b) Authority. Owner has the power and capacity and good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to carry out the terms of this Agreement; Owner has, or will have, at the time of the delivery of the ACT IRU, good and sufficient title to material assets and/or Rights-of-Way to assure to ACT peaceable occupation, quiet possession and enjoyment and use by ACT, subject to the terms of this Agreement, of the Customer Fibers hereunder, free of any material adverse claims with full rights to allow Owner to provide to ACT IRU, without the consent of any Person; there are no terms or conditions contained in any Right-of-Way agreements restricting or prohibiting the lawful use of the Customer Fibers by ACT for telecommunications purposes; and execution of this Agreement is not violative of Owner's charter, resolutions or any laws or regulations by which Owner is bound or to which it is subject.

(c) Licenses, Permits, etc. Owner possesses, or prior to delivery of the ACT Fiber to Owner hereunder will possess, all material licenses, permits, tax registration certificates and operating authorities as is requisite for carrying on its business or businesses in the manner in which it has heretofore been carried on and is carried on as of the date of this Agreement and Owner is not aware of any material default by Owner under the terms of any such licenses, permits, tax registration certificates, operating authorities, or ROW Agreements.

12.2 Owner covenants with ACT, with the intent that ACT will rely thereon in entering into this Agreement, that:

(a) Complete Construction. Subject to unexpected or unforeseen circumstances, Owner shall deliver the Customer Fibers with respect thereto as soon as possible.

(b) Quiet Enjoyment. Subject to the terms of this Agreement, Owner covenants and agrees that ACT shall and may peaceably and quietly hold, enjoy and use the IRU in the Customer Fibers hereunder, without molestation, hindrance, disturbance or interruption from or by Owner or any Person claiming through or under Owner.

(c) Maintenance of Right-of-Way Agreements. Owner shall maintain in full force and effect all Right-of-Way agreements relating to the Segments provided to ACT hereunder.

12.3 ACT warrants and represents to, and covenants with, Owner with the intent that Owner will rely thereon in entering into this Agreement that:

(a) Corporate Status. ACT is a corporation duly incorporated, validly existing and in good corporate standing under the laws of Montana with respect to all filings required under any applicable legislation;

(b) Authority. Owner has the power and capacity and good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to carry out the terms of this Agreement.

(c) Licenses, Permits, etc. ACT possesses, or prior to Acceptance of the Customer Fibers, will possess, all material licenses, permits, tax registration certificates and operating authorities as is requisite for carrying on its business or businesses in the manner in which it has heretofore been carried on and is carried on as of the date of this Agreement and Customer is not aware of any material default by it under the terms of any tax registration certificates or operating authorities.

(d) Financial Wherewithal. ACT possesses the financial capability to make full and timely payment of the IRU Fees and the initial Maintenance Fees.

13.0 MISCELLANEOUS PROVISIONS

13.1 Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Agreement and any document or certificate given pursuant hereto or thereto will survive the closing of the transactions contemplated herein until the termination of this Agreement notwithstanding any waiver by the other parties unless such waiver was made after notice in writing by such other parties to the first party setting forth the breach.

13.2 Costs and Legal Fees. Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement.

13.3 Headings. The section headings in this Agreement are for convenience of reference only and shall neither be deemed to be a part of this Agreement nor modify, define, expand or limit any of the terms or provisions hereof. All references to numbered or lettered sections or paragraphs are to sections and paragraphs of this Agreement.

13.4 Amendments. Neither this Agreement nor any term or provision hereof can be amended, waived, modified, supplemented, discharged or terminated, except by an instrument in writing signed by both of the parties.

13.5 Force Majeure. Any failure of either party to perform its obligations under this Agreement shall not be a breach of this Agreement to the extent such failure results from Acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, snow storms, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, outbreaks of hostilities, states of emergency, governmental action (other than action by the City of Gillette), delay or inaction that did not result from wrongdoing by the party involved in such governmental action, supply shortages (including power, gasoline and other fuel shortages), omissions of third parties when such omissions did not occur due to action or inaction or the party failing to perform, labor disputes, shortages, strikes or walkouts or transportation delays, or similar occurrences beyond the

reasonable control of the other party. A party relying upon an event of Force Majeure shall give prompt written notice to the other party of any such event of Force Majeure and shall use its commercially reasonable efforts to remedy the same or the causes thereof.

13.6 No Waiver. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to sue on any or all other remedies. Said rights and remedies are given in addition to any other rights such party may have by law, statute, ordinance or otherwise, except as such remedies are expressly limited in this Agreement.

13.7 Invalidity. Any provision of this Agreement which is invalid, illegal or unenforceable in any manner in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality or unenforceability without in any ways affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction.

13.8 Compliance with Applicable Laws. ACT and Owner shall at all times observe and materially comply with the provisions of this Agreement, and shall perform their respective obligations and duties consistent with all applicable laws, ordinances, contracts, rules and regulations which govern the rights and obligations of the parties herein.

13.9 Entire Agreement. This Agreement, and all documents and agreements referred to herein or required to be executed pursuant hereto constitute the entire agreement between the parties with regard to the subject matter contained herein. This Agreement may not be modified or amended nor may any obligation of any party be changed or discharged except in writing signed by the duly authorized officer or agent of the Owner and ACT.

13.10 Counterparts. This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

13.11 Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their lawful respective successors and assigns.

13.12 Assignment.

(a) Absent written approval from Owner, not to be unreasonably withheld, ACT may not assign or transfer this Agreement or any of its rights, benefits and obligations or duties hereunder, provided that the wholesale or retail sale, lease, conveyance of indefeasible rights-of-use and related facilities, or the provisioning of telecommunications services, capacity, or lit or dim fiber utilizing the Dark Fiber that is the subject of the ACT IRU hereunder shall not be considered an assignment, sale, transfer or lease for purposes of this Section and shall not require written approval from Owner. However, upon ACT's first conveyance of an IRU in the strands acquired hereunder, if the strands are thereafter re-conveyed to ACT, ACT shall provide Owner

the option to re-acquire the strands at the price and upon the payment terms and conditions set forth in Section 3.1 of this Agreement. Owner shall have thirty (30) days to re-purchase such IRU and if it fails to do so, ACT shall be entitled to IRU, lease, sublease or otherwise provide another customer with access to the use of the Dark Fibers.

(b) Absent written approval from ACT, not to be unreasonably withheld, Owner may not assign or transfer Owner's Network or any portion thereof, or Owner's rights and obligations hereunder. Any assignee or transferee of Owner hereunder shall take subject to ACT's rights under this Agreement and shall so acknowledge to ACT in writing upon closing of the assignment or transfer from Owner.

13.13 Acts In Furtherance. ACT and Owner each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, not creating any obligations, or imposing any expenses, additional to those otherwise created or imposed by this Agreement, as either party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

13.14 Dispute Resolution.

(a) In the event any controversy, claim, breach, dispute, difference or misunderstanding arises out of or relates to this Agreement or any term or condition hereof, the respective representatives designated by the parties shall meet in Gillette, Wyoming and negotiate in good faith in an attempt to amicably resolve such controversy, claim, dispute, difference or misunderstanding within twenty (20) business days, or such other time period mutually agreed to by the parties, after such controversy, claim, dispute, difference or misunderstanding arises. If the parties are unable to resolve the controversy, claim, dispute, difference or misunderstanding involving payment of money one to the other, either Party may file a claim with a court of competent jurisdiction.

13.15 Governmental Immunity.

(a) 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 applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution 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.

13.16 Availability of Funds.

(a) Each payment obligation of the Owner 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 ACT, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify ACT 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 Owner in the event this provision is exercised, and the Owner 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 Owner to terminate this Agreement to acquire similar services from another party.

13.17 Termination.

(a) This Agreement may be terminated, without cause, by either party upon ninety days (90) days written notice. Individual Services may be terminated, without cause, by either party upon thirty days (30) days written notice. The parties agree that Individual Services will be terminated by upon execution of a Raceway Agreement with The City for the specific Individual Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

COMPANY

Aaron Sopko – General Manager
for Advanced Communications Technology, Inc.

Date

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk

EXHIBIT A

FIBER OPTIC SYSTEM DISTANCE

The Fiber Optic Network that this proposal refers encompasses the following routes:

- 4th St & Gurley Ave to WY2 Tower – 0.4 route miles
- Gillette College – 0.3 route miles
- Yates to WYDOT – 2.0 route miles
- WY2 Tower to Yates Petroleum – 0.5 route miles

Total Route Miles = 3.2

As the fiber loop is expanded over time, additional miles of fiber may be leased to ACT via a service order request, pending approval of the Owner. The rates for lease will be the same fee per fiber mile on a prorated basis according to the remaining time in the initial term or any subsequent term of this lease.

**EXHIBIT B
FIBER OPTIC SYSTEM MAP**

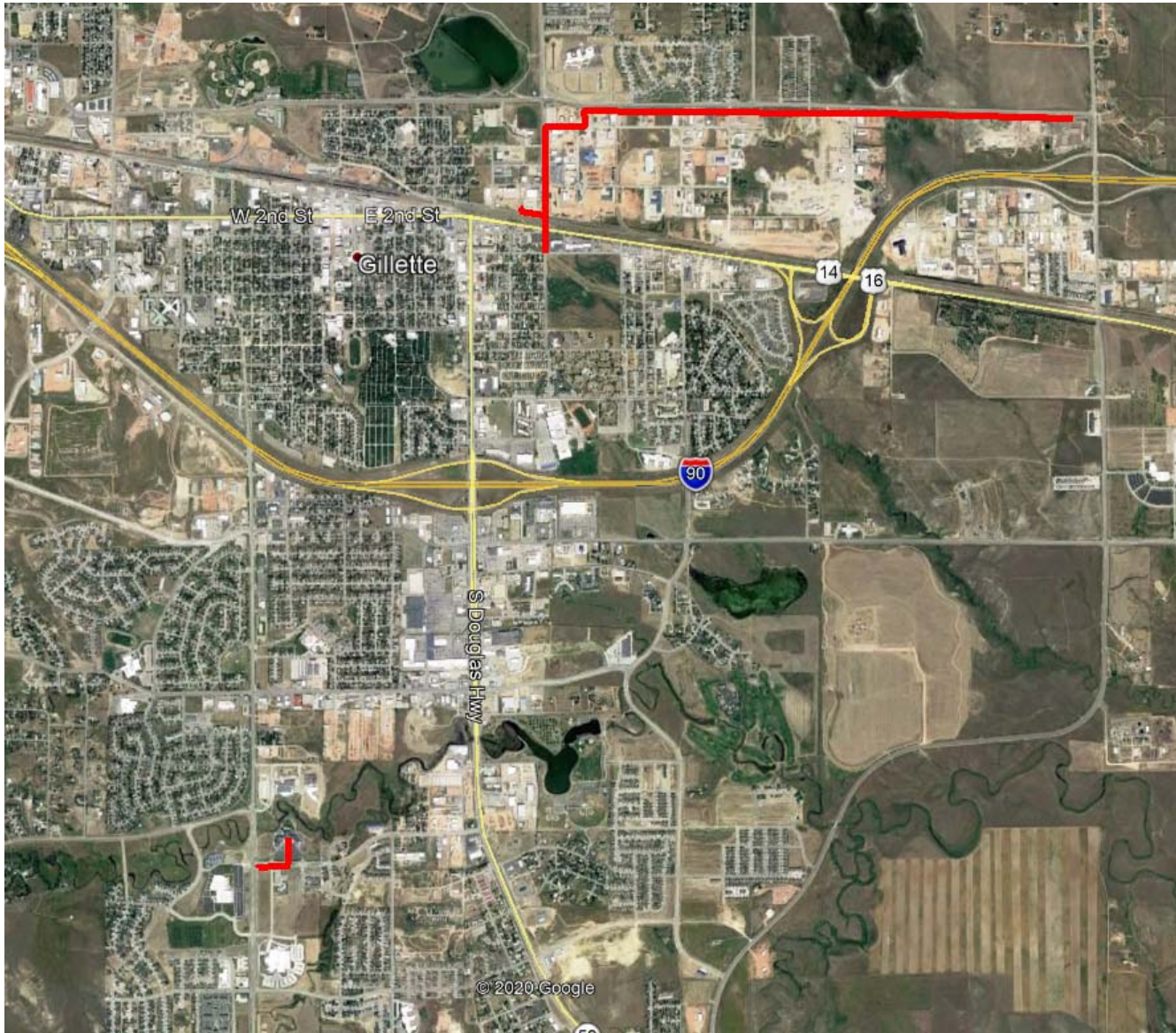


EXHIBIT C

Dark Fiber Specification

The intent of this Exhibit is to specify the fiber optical cable currently planned to be used to fulfil this agreement.

- 1.) Attenuation of any individual fiber shall not exceed 0.40 db/km at 1310 nm or 0.30 db/km at 1550 nm. This attenuation is for fiber only and does not include splices. Total light budget for the optical path of a single 'fiber' or optical path shall not exceed 12 db from end to end. The total light budget is distance dependent and may be changed by providing reasonable notice.
- 2.) Individual fibers will be standard 125 µm diameter cladding with 9 µm core.
- 3.) Cable construction shall allow for environmental conditions where cable is placed. If conductive materials are used, the City of Gillette will use reasonable caution to ensure safety of personnel and the general public from any sources of electrical potential.
- 4.) Cable may be armored for physical protection and measures shall be taken as appropriate to prevent contaminations such as dust and water from traveling through the cable.
- 5.) The length of the fiber used under this agreement shall not be changed except by mutual agreement of both parties.

EXHIBIT D
FIBER FACILITIES RESTORATION PLAN

Purpose and Objective

The purpose of this Fiber Facility Restoration Plan (FFRP) is to establish the coordination framework between ACT and the City of Gillette to facilitate a speedy service restoral of any damaged outside plant facilities.

The objective is to significantly reduce the restoral process cycle time by conducting a joint restoral initiative to fiber owned by the City and Leased to ACT, at the Owner's direction on all service interruptions. Because of the emergency nature of restoration, ACT's actions in restoring service to its customer fibers, so long as ACT acts with the knowledge and acquiescence of owner and in accordance with this Exhibit D, ACT's actions will not violate 2.8. All available resources will be shared including information, employees, equipment, and contractors in a coordinated effort to identify the fault location and provide restoration as quickly as possible regardless of which company owns the facility.

Implementation Process

The Implementation Checklist includes a broad category of steps that must be completed to provide ACT and the City of Gillette with joint information and process to implement this FFRP. The steps and the information to be shared include:

1. Inventory of Facilities-

During the restoration process, each company will provide their current records for fiber cable facility locations carrying traffic, including the cross-connect meet points between companies.

2. Restoration Plan-

Each company will provide a copy of their respective emergency restoration plan including contact names and telephone numbers and the availability of all resources for the specific restoration, within two (2) weeks after agreement is signed.

3. Training, Equipment and Material-

Each company will be responsible to train and equip their personnel to properly respond to service outages and share the equipment and material designated for use in restoral emergencies.

4. Emergency Maintenance Communications

Emergency outage communication numbers as referenced in Exhibit "E", and attached hereto.

5. Shared Restoral Responsibility-

Each company will provide its best effort to unilaterally or jointly, whichever the case may be, identify the fault location and restore service regardless of ownership of facilities. The first crew at the fault location site, whether it be ACT or the City of Gillette, will immediately begin restoring the facilities **under the direction of the Owner**. In cases where there is no site supervisor available to oversee the restoral process, the first crew at the site will have a pre-designated technician who will assume the site supervisory function. The pre-designated technician will communicate via the emergency communication number, providing outage status and updates on a continual basis.

6. Billing-

Each party will be responsible for their own costs incurred during any restoral process, and documentation of those costs which will be used for the annual FFRP reconciliation of processes and costs incurred on the other party's behalf. All costs incurred by contractors hired to perform service restoration, will be borne by the facility owner.

7. Restoration Process-

(a) Owner shall respond to any interruption of service or a failure of the Dark Fibers to operate in accordance with the specifications set forth in this Lease Agreement (in any event, an "Outage") as quickly as possible (allowing for delays caused by circumstances beyond the reasonable control of the Owner) in accordance with the procedures set forth herein.

(b) When restoring a cut Cable in the Facilities, the parties agree to work together to restore all traffic as quickly as possible. Owner, promptly upon arriving on the site of the cut, shall work under the direction of the Owner to determine the course of action to be taken to restore the Cable and shall begin restoration efforts. Owner shall splice fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the separate Interest Holders, in accordance with the following described priority and rotation mechanics; provided that, lit fibers in all buffer tubes or ribbons or fiber bundles shall have priority over any dark fibers in order to allow transmission systems to come back on line; and provided further that, Owner will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. In general, priority among Interest Holders affected by a cut shall be determined on a rotating restoration-by-restoration and Segment-by-Segment basis, to provide fair and equitable restoration priority to all Interest Holders, subject only to such restoration priority to which is contractually obligated prior to the date of the Lease Agreement. Owner shall use all reasonable efforts to implement a Facilities-wide rotation mechanism on a Segment-by-Segment basis so that the initial rotation order of the Interest Holders in each Segment is varied (from earlier to later in the order), such that as restoration occurs, each Interest Holder has approximately equivalent rotation order positions across the Facilities. Additional participants in the Facilities that become Interest Holders after the date hereof shall be added to the restoration rotation mechanism.

(c) The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the “3M Fiber Lock” to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

(d) Upon notification of any interruption of service or failure of the Dark Fibers to operate in accordance with the specifications set forth in Exhibit D, Owner will notify the ACT within fifteen (15) minutes of the Outage. Owner will follow all Escalation Processes to have service restored or traffic rerouted within four (4) hours.

8. Communication Plan-

The parties to the agreement will establish a Communications Plan to be presented to each party’s key managers in joint meetings. The Communications Plan will then be shared with each party’s emergency restoral crews for implementation.

9. Joint Service Restoration Review-

A joint meeting will be held between the parties, within five days after any service outage, in order to critique the emergency restoral processes and make appropriate recommendations for improvements to the processes. The meeting will be conducted by the facility owner where the emergency restoral took place, at a mutually agreeable location.

10. Joint Update Meetings-

A semi-annual meeting between the parties will be held in order to update emergency restoral information and resource data. Each party will conduct the meeting on an alternate semi-annual basis, which will be mutually concurred by the parties.

Annual meetings will be held and conducted alternately by each party, in order to review the FFRP process, make changes that are mutually agreed to, and to review their respective costs incurred during the FFRP process over the past year, in which each party provided restoral services described herein for the other party’s facilities.

EXHIBIT E

Emergency Contacts					
Advanced Communications Technology, Inc.					
Name	Type	Phone Number	Name	Type	Phone Number
1. Advanced Communications Technology, Inc.	All Hours	800-927-2643	1. Network Management Center	All Hours	
2.	Work		2.		
	Home				
3.	Work		3.		
	Home				
4.	Work		4.		
	Home				
5.	Work		5.		
	Home				

Routine and Maintenance Contacts					
Name	Type	Phone No.	Name	Type	Phone No.
1. Advanced Communications Technology, Inc.	All Hours	800-927-2643	1. Network Management Center	All Hours	
	Home				
2.	Work		2.		
	Home				
3.	Work		3.		
	Home				

EXHIBIT F

SERVICE ORDER PROCEDURES AND SAMPLE

Service Orders may be prepared by ACT and submitted to the Owner from time to time and, subject to approval and execution by Owner and acceptance by ACT, shall be binding upon ACT and Owner and shall be deemed a part of this Agreement.

Each Service Order shall set forth the following information:

- The beginning and end points for the fiber lease being requested.
- The quantity of fibers being requested for lease.
- The date upon which ACT requests that the fiber be made available to ACT for use.
- The term of the requested service; I.e. 12 Months, 36 Months, etc.
- The monthly fee associated with the requested lease.
- Any other charges necessary to deliver the requested lease.

A sample Service Order has been attached as **ADDENDUM A**.

ADDENDUM A - SAMPLE SERVICE ORDER

CUSTOMER INFORMATION

Customer Name:	<u>ACT</u>		Order Date:	<u>3.26.09</u>
Originator Contact:	<u>Jesus Rios</u>	Phone:	<u>307-673-0910</u>	Fax:
Billing Contact:	<u>Same</u>	Phone:	<u>Same</u>	Fax:
Billing Address:	<u>290 North Brooks St.</u>	City:	<u>Sheridan</u>	State/ZIP:
Engineering/Design:	<u>ACT</u>	Phone:	<u>Same</u>	Fax:
Customer Circuit ID:	_____	Customer PON:	_____	Quote Date:
Desired Due Date	<u>6.1.09</u>	Contract No:	_____	Term:
				<u>36 MONTHS</u>

SERVICE STATUS

New Service		Change Service		Disconnect		Cancel		Supplement		Other
-------------	--	----------------	--	------------	--	--------	--	------------	--	-------

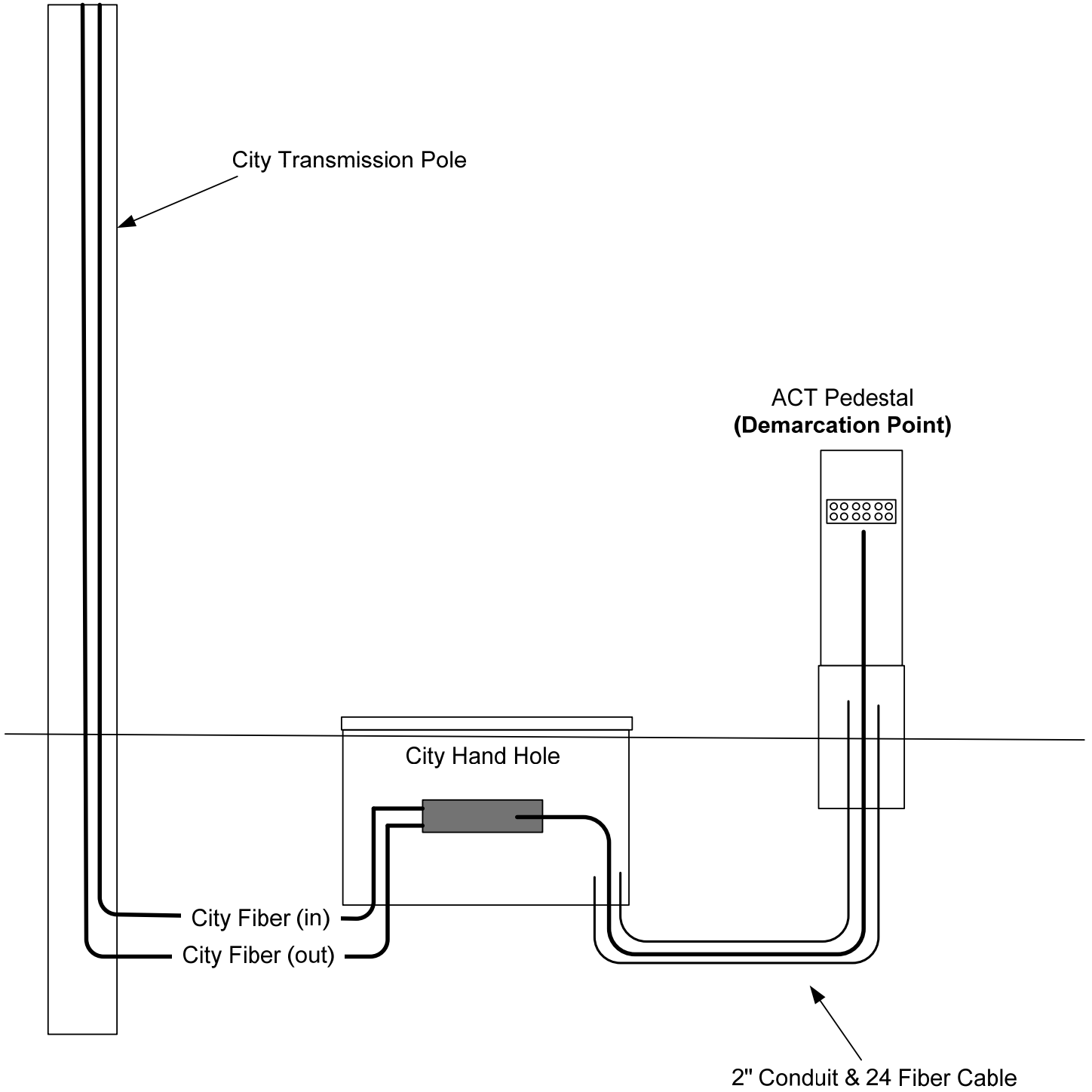
SERVICE TYPE

DS-0	QTY:	0	DS-1	QTY:	0	DS-3	0	OC-3	0	Ethernet	0
56Kbps	QTY:	0	B8ZS	0	Framed	0	Dark Fiber	4			
2-wire	QTY:	0	ESF	0	Unframed	0					
4-wire	QTY:	0	AMI	0							
Analog	QTY:	0	SF	0							

LEASE ROUTE INFORMATION

LOCATION A	LOCATION B	ROUTE MILES	QUANTITY/RATE	RECURRING CHG.	NON-RECURRING CHG.		
ENZI/SOUTHERN DRIVE	4TH/GILLETTE AVE	6.1 MILES	4 FIBERS/\$50.00	\$ 1,220.00	\$ 500.00		
Send SO to:	City of Gillette	Attn:	Kendall Glover	Phone	307.687.2533	Fax	
Notes / Special Routing: POI is at Enzi and Southern Drive. Leased fiber stand runs approximately 6.2 miles to the City of Gillette Hand Hole located at city block # ____.				TOTAL CHARGES			
				Recurring	Non-Recurring		
				\$ 1,220.00	\$ 500.00		
Customer Signature	_____			Date	_____		
Company Signature	_____			Date	_____		

**EXHIBIT G
TYPICAL DEMARCATION POINT**





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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street, Between Osborne Avenue and Burma Avenue, Saturday, July 4th, Beginning at 10:00 a.m., Requested by Campbell County Parks & Recreation.

BACKGROUND:

Darla Cotton with Campbell County Parks and Recreation is requesting a permit for the annual 4th of July parade. She would like the streets blocked between 6:00 a.m. and 7:00 a.m. Line up will take place on 1st Street and the parade will run the usual route on 2nd Street from Osborne Avenue to Burma Avenue. Parade start time will be 10:0 a.m.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street, Between Osborne Avenue and Burma Avenue, Saturday, July 4th, Beginning at 10:00 a.m., Requested by Campbell County Parks & Recreation.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

[Application](#)

[Map](#)

4/7/2020

CITY OF GILLETTE PARADE PERMIT APPLICATION

Name: Campbell County Parks & Recreation - Darla Cotton

Phone No. (307) 682-8527 / 660-7949 (Darla's Cell)

Address: 250 Shoshone Avenue

Date of Parade: July 4, 2020

Time: 10:00 a.m./p.m. TO 12-12:30 a.m./p.m.
actual time for blocking begins @ 6-7 a.m. for City Streets division

Area for Parade: lineup on 1st Street + parade runs same route on 2nd Street from Osborne to Burma Avenue

Purpose for Parade: July 4th Celebration

Signature of Applicant: [Signature]

OFFICE USE ONLY

Emergency Group Notified

Date Notified: ___/___/___

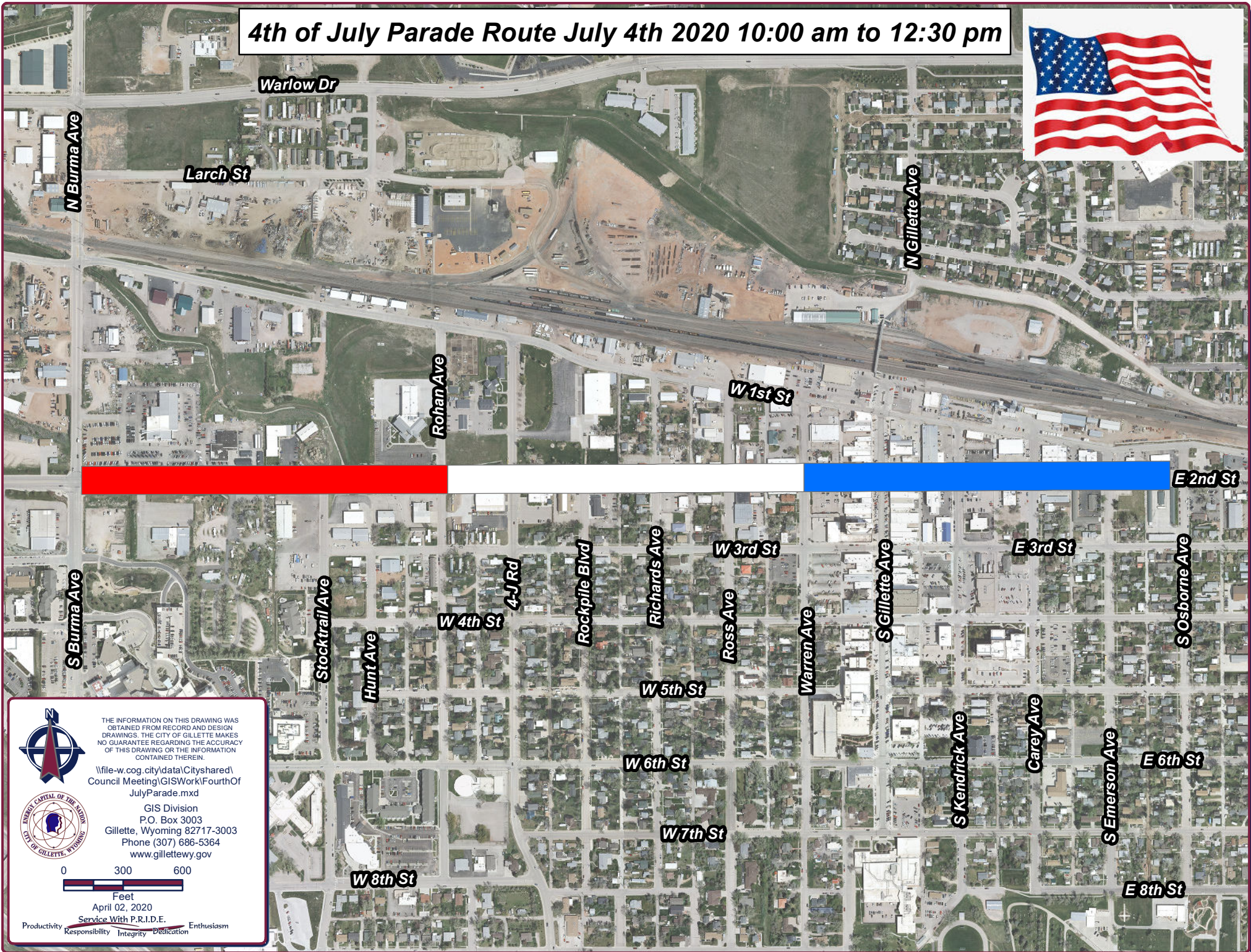
Division	Signature	Date	Approved		Comments
			Yes	No	
Police	[Signature]	3/11/20	✓		
Engineering		1/1			
Public Works	[Signature]	3/12/20	✓		
City Clerk		1/1			

Special Instructions: _____

City Council Approval Date: ___/___/___

City Council Denial Date: ___/___/___

4th of July Parade Route July 4th 2020 10:00 am to 12:30 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.

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

0 300 600



Feet

April 02, 2020

Service With P.R.I.D.E.

Productivity Responsibility Integrity Dedication Enthusiasm



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

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

BACKGROUND:

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

Ordinance 1st Reading: 7/0

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

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

[Game of Skill Ordinance](#)

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

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

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

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

§14- 42 Games of Skill.

A. Legislative Finding and Declaration.

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

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

(e) The City cannot prohibit the Device(s) as gambling devices.

(f) The City is authorized to regulate Device(s) to promote the health, safety and welfare of the citizens of the City of Gillette.

(2) This Ordinance is adopted to promote the health, safety and welfare of the citizens of the City of Gillette.

B. Definitions.

(1) For the purposes of this Chapter only, the following words and phrases shall mean:

(a) “Device” means an electronic system or device that affords an opportunity for the exercise of skill or judgment where the outcome is not completely controlled by chance alone, for the purpose of wagering.

(b) “Wager” means the act of betting a sum of money on the outcome of an unpredictable event.

(c) “Permit” means a permit issued by the Gillette City Clerk.

(d) “Certificate or Certification” means the required certification from an independent third party authorized by law to designate the Device as a skill game.

C. Applications and Fees

(1) The City retains authority to license and regulate, or prohibit the use of Devices. The City retains sole authority to approve or deny a Permit, or to place conditions on the issuance of the Permit.

(2) Any person, corporation or association requesting a Permit authorized by this Section shall apply to the City Clerk before 3:00pm for issuance on the same day.

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

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

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

D. Prohibited Use of Devices

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

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

E. Penalties

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

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

F. Inspection

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

G. Effective Date

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2020.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the 2020 Sanitary Sewer Main Replacement Project to DRM, Inc., in the Amount of \$5,670,638.50 (1% Project).

BACKGROUND:

Staff recommends rejecting this bid and NOT awarding the project due to higher than anticipated budget amounts. The current budget does not cover the construction costs as bid, therefore staff would like to hold off and repackage and reallocate money to complete this project next construction season.

This project consists of installing approximately 4,700 LF of sanitary sewer lining and 1,800 LF of 8", 12", 15", 18", and 24" sanitary sewer main replacement in the following areas (see attached map):

1. Lakeway from 4-J to Hwy-59.
2. Emerson from Teak to Lakeway.
3. KG Town Center North of Universal Athletics to Lakeway.
4. Edwards from Dalbey Park to Crum Electric.
5. Sioux from Frontage Road to Hwy-59.

ACTUAL COST VS. BUDGET:

The City of Gillette, Purchasing Division, opened bids for this project at the City Warehouse on Wednesday, February 26, 2020 at 2:30 P.M.

The following table summarizes the one bid received and the Engineer's Estimate.

BIDDER	BASE BID	ADD ALTERNATE A	ADD ALTERNATE B
DRM, Inc.	\$5,079,783.82	\$482,589.72	\$108,264.96
Engineer's Estimate (HDR)	\$3,582,760.00	\$308,855.00	\$70,221.00

BID IRREGULARITIES

The bid is \$2,120,638.50 higher than the available funding. No arithmetic errors were found in the one bid. In general, bid unit prices were higher for all parts of the work than historic prices. The higher than normal prices were a result of lack of competition, high availability of other work in the area and location of this project (Lakeway Road).

Based on the above evaluation, HDR recommends the City of Gillette **not** award the project to DRM, Inc. for \$5,670,638.50.

CONSTRUCTION ESTIMATE

The total construction cost for this project was estimated at \$3,961,836.00.

BUDGET

The funding for this project has been allocated from the 1% Optional Sales Tax Account 201-10-05-419-70-47420 in the amount of \$3,550,000.00. If this project is awarded we would be \$2,120,638.50 over budget.

CONTRACTORS REVIEW

DRM, Inc. has no apparent problems with their bid.

Bid Tabulation is attached.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the 2020 Sanitary Sewer Main Replacement Project to DRM, Inc. in the Amount of \$5,670,638.50 (1% Project).

STAFF REFERENCE:

Ry Muzzarelli, P.E. Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Bid Tabulation
<input type="checkbox"/> Site Map



**2020 SANITARY SEWER MAIN REPLACEMENT
20EN09
BID TABULATION**



BASE BID

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	DRM, Inc.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION 01020 CONTRACT PAY ITEMS							
01020.01	Mobilization	LS	1	\$ 560,881.16	\$ 560,881.16	\$ 350,000.00	\$ 350,000.00
01020.02	Contract Bonds	LS	1	\$ 38,386.30	\$ 38,386.30	\$ 40,000.00	\$ 40,000.00
01020.03	Force Account	FA	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
SECTION 01500 SEDIMENT AND EROSION CONTROL							
01500.01	Construction Stormwater Management	LS	1	\$ 8,456.77	\$ 8,456.77	\$ 5,000.00	\$ 5,000.00
SECTION 01510 TRAFFIC CONTROL							
01510.01	Construction Signing and Traffic Control	LS	1	\$ 143,333.84	\$ 143,333.84	\$ 90,000.00	\$ 90,000.00
01510.02	Flagging	1/4 HR	1,500	\$ 13.00	\$ 19,500.00	\$ 9.00	\$ 13,500.00
01510.03	Project Identification Sign	EA	1	\$ 1,369.08	\$ 1,369.08	\$ 1,000.00	\$ 1,000.00
01510.04	Solid Double Yellow Center Stripe	LF	600	\$ 0.44	\$ 264.00	\$ 0.75	\$ 450.00
01510.06	Broken White Lane Stripe	LF	6,230	\$ 0.29	\$ 1,806.70	\$ 0.50	\$ 3,115.00
01510.07	Solid White Stacking Lane Stripe	LF	920	\$ 0.44	\$ 404.80	\$ 1.50	\$ 1,380.00
01510.08	Yellow Two-Way Turn Lane Stripe	LF	4,940	\$ 0.32	\$ 1,580.80	\$ 0.75	\$ 3,705.00
01510.12	Stop Bars	LF	180	\$ 4.39	\$ 790.20	\$ 5.00	\$ 900.00
01510.13	Turn Arrow	EA	20	\$ 38.08	\$ 761.60	\$ 100.00	\$ 2,000.00
01510.14	Pedestrian Crossing Stripes	EA	55	\$ 102.53	\$ 5,639.15	\$ 40.00	\$ 2,200.00
SECTION 02050 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS							
02050.11	Remove Sanitary Sewer Main	LF	1,880	\$ 12.67	\$ 23,819.60	\$ 8.00	\$ 15,040.00
02050.12	Remove Sanitary Sewer Manhole	EA	13	\$ 11,086.23	\$ 144,120.99	\$ 700.00	\$ 9,100.00
02050.21	Install Concrete Plug	EA	10	\$ 238.66	\$ 2,386.60	\$ 140.00	\$ 1,400.00
02050.24	Removal Of Existing Fence	LF	20	\$ 21.92	\$ 438.40	\$ 7.00	\$ 140.00
SECTION 02075 DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE							
02075.01	Removal of Existing Asphalt	SY	2,300	\$ 7.23	\$ 16,629.00	\$ 4.00	\$ 9,200.00
02075.02	Removal of Portland Cement Concrete Pavement	SY	4,000	\$ 7.49	\$ 29,960.00	\$ 5.50	\$ 22,000.00
02075.04	Removal of Sidewalk	SF	1,900	\$ 1.37	\$ 2,603.00	\$ 1.00	\$ 1,900.00
02075.05	Removal of Driveway	SF	400	\$ 2.93	\$ 1,172.00	\$ 1.50	\$ 600.00
02075.06	Removal of Curb and Gutter	LF	400	\$ 5.86	\$ 2,344.00	\$ 5.00	\$ 2,000.00
02075.09	Removal of Concrete Fillet	SF	900	\$ 2.97	\$ 2,673.00	\$ 2.00	\$ 1,800.00
02075.10	Removal of Concrete Valley Gutter	SF	400	\$ 2.93	\$ 1,172.00	\$ 1.80	\$ 720.00
02075.13	Removal of Miscellaneous Concrete	SF	1,500	\$ 5.34	\$ 8,010.00	\$ 4.00	\$ 6,000.00
SECTION 02210 EXCAVATION AND EMBANKMENT							
02210.01	Unclassified Excavation Above Subgrade	CY	1,200	\$ 5.34	\$ 6,408.00	\$ 10.00	\$ 12,000.00
02210.02	Excavation Below Subgrade	CY	200	\$ 15.44	\$ 3,088.00	\$ 9.00	\$ 1,800.00
02210.03	Rejected Material Disposal	CY	250	\$ 5.59	\$ 1,397.50	\$ 12.00	\$ 3,000.00
02210.04	Surplus Material Disposal	CY	1,300	\$ 5.59	\$ 7,267.00	\$ 11.00	\$ 14,300.00
02210.06	Imported Borrow (Sand)	CY	250	\$ 21.23	\$ 5,307.50	\$ 12.00	\$ 3,000.00
02210.0718	18" Paved Road Subgrade Processing	SY	4,000	\$ 10.74	\$ 42,960.00	\$ 4.50	\$ 18,000.00
02210.0812	12" Subgrade Processing for Patch	SY	100	\$ 12.58	\$ 1,258.00	\$ 6.00	\$ 600.00
02210.0818	18" Subgrade Processing for Patch	SY	2,300	\$ 16.19	\$ 37,237.00	\$ 7.50	\$ 17,250.00
SECTION 02220 TRENCH EXCAVATION AND UTILITY LOCATES							
02220.02	Underground Facility Locates	EA	30	\$ 264.51	\$ 7,935.30	\$ 175.00	\$ 5,250.00
02220.03	Underground Facility Crossing	EA	60	\$ 761.57	\$ 45,694.20	\$ 600.00	\$ 36,000.00
SECTION 02225 TRENCH BACKFILL							
02225.01	Install Type 1 Bedding	CY	50	\$ 16.62	\$ 831.00	\$ 22.00	\$ 1,100.00
02225.02	Install Trench Foundation	TN	310	\$ 52.22	\$ 16,188.20	\$ 40.00	\$ 12,400.00
02225.04	Install Cement Treated Fill Pipe Saddle	EA	1	\$ 2,286.35	\$ 2,286.35	\$ 1,200.00	\$ 1,200.00
SECTION 02231 AGGREGATE SUB-BASE AND BASE COURSES							
02231.0104	4" Aggregate Base	SY	90	\$ 15.13	\$ 1,361.70	\$ 12.00	\$ 1,080.00
02231.0106	6" Aggregate Base	SY	5,100	\$ 16.61	\$ 84,711.00	\$ 12.50	\$ 63,750.00
02231.0112	12" Aggregate Base	SY	1,400	\$ 41.95	\$ 58,730.00	\$ 26.00	\$ 36,400.00
SECTION 02280 TOPSOIL							
02280.01	Place Topsoil	CY	90	\$ 7.80	\$ 702.00	\$ 7.00	\$ 630.00
02280.03	Stockpile Topsoil	CY	90	\$ 7.80	\$ 702.00	\$ 3.00	\$ 270.00
SECTION 02511 PAVEMENT REHABILITATION							
02511.01	Rotomilling Surface of Asphalt Pavement	SY	22,500	\$ 3.32	\$ 74,700.00	\$ 3.50	\$ 78,750.00
02511.08	Pavement Crack Repair (W/ Membrane)	LF	1,600	\$ 43.21	\$ 69,136.00	\$ 15.00	\$ 24,000.00
SECTION 02512 PLANT MIX PAVEMENT							
02512.0103	3" Asphaltic Concrete Paving (Overlay)	SY	22,500	\$ 26.29	\$ 591,525.00	\$ 22.00	\$ 495,000.00
02512.0104.5	4.5" Asphaltic Concrete Paving	SY	2,200	\$ 36.84	\$ 81,048.00	\$ 26.00	\$ 57,200.00
02512.0106	6" Asphaltic Concrete Paving	SY	400	\$ 65.91	\$ 26,364.00	\$ 48.00	\$ 19,200.00
02512.0206	6" Asphaltic Concrete Patch	SY	310	\$ 81.29	\$ 25,199.90	\$ 70.00	\$ 21,700.00
02512.0207	7" Asphaltic Concrete Patch	SY	1,320	\$ 91.54	\$ 120,832.80	\$ 80.00	\$ 105,600.00
02512.0504 SP	4" Asphaltic Concrete Sidewalk	SY	100	\$ 58.59	\$ 5,859.00	\$ 40.00	\$ 4,000.00
SECTION 02520 PORTLAND CEMENT CONCRETE PAVEMENT							
02520.0106	6" Portland Cement Concrete Paving	SY	1,400	\$ 72.97	\$ 102,158.00	\$ 50.00	\$ 70,000.00
02520.0107	7" Portland Cement Concrete Paving	SY	200	\$ 92.39	\$ 18,478.00	\$ 60.00	\$ 12,000.00
02520.0209	9" Portland Cement Concrete Patch	SY	620	\$ 103.85	\$ 64,387.00	\$ 85.00	\$ 52,700.00
SECTION 02528 CONCRETE CURBS AND COMBINED CURBS AND GUTTERS							
02528.0230	Install Replacement 30" Curb and Gutter	LF	400	\$ 50.24	\$ 20,096.00	\$ 30.00	\$ 12,000.00
SECTION 02530 CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION							
02530.0104	Install Concrete Sidewalk (4')	SF	2,000	\$ 8.52	\$ 17,040.00	\$ 5.50	\$ 11,000.00
02530.0308	Install Stamped Concrete Sidewalk (8")	SF	1,500	\$ 13.11	\$ 19,665.00	\$ 10.00	\$ 15,000.00
02530.0406	Install Concrete Driveway (6")	SF	400	\$ 9.55	\$ 3,820.00	\$ 6.50	\$ 2,600.00
02530.0608	Install Replacement Concrete Valley Gutter (8")	SF	400	\$ 12.17	\$ 4,868.00	\$ 8.00	\$ 3,200.00
02530.0808	Install Replacement Curb Return Fillet (8")	SF	1,200	\$ 12.39	\$ 14,868.00	\$ 10.00	\$ 12,000.00
02530.1105	Install Handicap Ramp and Landing (5")	SF	60	\$ 20.68	\$ 1,240.80	\$ 16.00	\$ 960.00
SECTION 02570 ADJUSTING STREET FIXTURES							
02570.01	Adjust Manhole	EA	14	\$ 1,045.50	\$ 14,637.00	\$ 600.00	\$ 8,400.00

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	DRM, Inc.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02570.05	Adjust Water Valve Box	EA	16	\$ 590.56	\$ 9,448.96	\$ 225.00	\$ 3,600.00
02570.14	Replace Sewer Manhole Ring and Cover	EA	13	\$ 852.94	\$ 11,088.22	\$ 500.00	\$ 6,500.00
SECTION 02700	SANITARY SEWER SYSTEMS						
02700.0108	Install 8" Sanitary Sewer	LF	1,260	\$ 74.44	\$ 93,794.40	\$ 45.00	\$ 56,700.00
02700.0112	Install 12" Sanitary Sewer	LF	80	\$ 186.42	\$ 14,913.60	\$ 70.00	\$ 5,600.00
02700.0115	Install 15" Sanitary Sewer	LF	310	\$ 104.78	\$ 32,481.80	\$ 70.00	\$ 21,700.00
02700.0118	Install 18" Sanitary Sewer	LF	10	\$ 725.26	\$ 7,252.60	\$ 100.00	\$ 1,000.00
02700.0124	Install 24" Sanitary Sewer	LF	140	\$ 401.64	\$ 56,229.60	\$ 225.00	\$ 31,500.00
02700.0348	Install Basic Sanitary Sewer Manhole (5' Depth) (48" ID)	EA	9	\$ 5,276.32	\$ 47,486.88	\$ 4,000.00	\$ 36,000.00
02700.0448	Install Additional Sanitary Sewer Manhole Depth (48" ID)	VF	68	\$ 584.99	\$ 39,779.32	\$ 250.00	\$ 17,000.00
02700.05	Install Sanitary Sewer Drop to Manhole	EA	9	\$ 5,149.33	\$ 46,343.97	\$ 1,800.00	\$ 16,200.00
02700.09	Connect to Sanitary Sewer Main	EA	34	\$ 1,970.43	\$ 66,994.62	\$ 800.00	\$ 27,200.00
02700.10	Connect to Sanitary Sewer Manhole	EA	1	\$ 3,878.53	\$ 3,878.53	\$ 1,000.00	\$ 1,000.00
02700.1204	4" Extend & Reconnect Existing Sanitary Sewer Service	EA	300	\$ 153.53	\$ 46,059.00	\$ 60.00	\$ 18,000.00
02700.1860 SP	Install Sanitary Sewer Manhole with Lining (5' Depth) (60" ID)	EA	6	\$ 16,724.23	\$ 100,345.38	\$ 6,000.00	\$ 36,000.00
02700.1960 SP	Install Additional Sanitary Sewer Manhole with Lining Depth (60" ID)	VF	92	\$ 1,390.01	\$ 127,880.92	\$ 650.00	\$ 59,800.00
02700.20 SP	Sewer Video and Assessment	LF	4,700	\$ 2.93	\$ 13,771.00	\$ 1.50	\$ 7,050.00
02700.2118 SP	Cleaning 18" Sanitary Sewer	LF	260	\$ 4.39	\$ 1,141.40	\$ 4.50	\$ 1,170.00
02700.2124 SP	Cleaning 24" Sanitary Sewer	LF	4,440	\$ 4.39	\$ 19,491.60	\$ 5.00	\$ 22,200.00
02700.22 SP	Mechanical Removal of Mineral Scale and Encrustation from Sanitary Sewer	LF	450	\$ 16.11	\$ 7,249.50	\$ 15.00	\$ 6,750.00
02700.23 SP	Grind Protruding Service Tap	EA	1	\$ 1,574.53	\$ 1,574.53	\$ 300.00	\$ 300.00
02700.2418 SP	18" Sewer, CIPP Lining	LF	260	\$ 168.44	\$ 43,794.40	\$ 115.00	\$ 29,900.00
02700.2424 SP	24" Sewer, CIPP Lining	LF	4,450	\$ 159.65	\$ 710,442.50	\$ 150.00	\$ 667,500.00
0270.2524 SP	24" Sewer Pre-liner	LF	250	\$ 5.86	\$ 1,465.00	\$ 8.00	\$ 2,000.00
02700.2610 SP	10" Lateral T-Liner	EA	1	\$ 46,137.50	\$ 46,137.50	\$ 5,000.00	\$ 5,000.00
02700.27 SP	Cast in Place Pipe End Seals	EA	42	\$ 329.55	\$ 13,841.10	\$ 175.00	\$ 7,350.00
02700.28 SP	Bench and Invert Reconstruct	EA	16	\$ 3,748.09	\$ 59,969.44	\$ 2,800.00	\$ 44,800.00
02700.2960 SP	Clean 60" Manhole for Rehab	VF	340	\$ 37.56	\$ 12,770.40	\$ 80.00	\$ 27,200.00
02700.3060 SP	Corrosion Resistant Lining on 60" Manhole	VF	340	\$ 578.36	\$ 196,642.40	\$ 350.00	\$ 119,000.00
02700.31 SP	Sanitary Sewer Temporary Bypass	LS	1	\$ 495,165.44	\$ 495,165.44	\$ 350,000.00	\$ 350,000.00
SECTION 02805	STREET SIGNS, UTILITY POLES AND MAIBOXES						
02805.01	Install Sign	EA	5	\$ 512.64	\$ 2,563.20	\$ 200.00	\$ 1,000.00
02825.02	Removal of Sign	EA	5	\$ 46.23	\$ 231.15	\$ 50.00	\$ 250.00
SECTION 02895	GEOSYNTHETICS						
02895.01	Install Fabric (Separation)	SY	1,900	\$ 2.29	\$ 4,351.00	\$ 4.00	\$ 7,600.00
02895.02	Install Geogrid	SY	2,300	\$ 3.04	\$ 6,992.00	\$ 2.50	\$ 5,750.00
SECTION 02900	LANDSCAPING						
02900.07	Sodding	SF	1,700	\$ 1.64	\$ 2,788.00	\$ 2.50	\$ 4,250.00
02900.09	Hydroseeding	SF	4,000	\$ 0.70	\$ 2,800.00	\$ 0.25	\$ 1,000.00
02900.1601	Install Fence (Chainlink)	LF	20	\$ 73.23	\$ 1,464.60	\$ 20.00	\$ 400.00
02900.17 SP	Landscaping Rock Removal and Replacement	SF	700	\$ 2.93	\$ 2,051.00	\$ 10.00	\$ 7,000.00
SECTION 16000	ELECTRICAL						
16000.09	Install Electrical Pull Box	EA	2	\$ 2,197.03	\$ 4,394.06	\$ 500.00	\$ 1,000.00
16000.15	Remove Residential Streetlight	EA	1	\$ 366.17	\$ 366.17	\$ 1,500.00	\$ 1,500.00
16000.17	Install Residential Streetlight	EA	1	\$ 2,197.02	\$ 2,197.02	\$ 2,000.00	\$ 2,000.00
16000.20	Install Loop Detector (20' x 6')	EA	1	\$ 2,929.37	\$ 2,929.37	\$ 4,000.00	\$ 4,000.00
16000.21	Install Loop Lead-In Cable	LF	100	\$ 7.32	\$ 732.00	\$ 25.00	\$ 2,500.00
TOTAL OF BASE BID				\$ 5,079,783.82		\$ 3,582,760.00	

ADD ALTERNATE A							
BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	DRM, Inc.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION 01510	TRAFFIC CONTROL						
01510.02	Flagging	1/4 HR	120	\$ 13.00	\$ 1,560.00	\$ 9.00	\$ 1,080.00
SECTION 02050	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS						
02050.02	Remove Existing Water Main	LF	370	\$ 12.53	\$ 4,636.10	\$ 8.00	\$ 2,960.00
02050.05	Remove Existing Fitting	EA	18	\$ 167.12	\$ 3,008.16	\$ 200.00	\$ 3,600.00
02050.07	Remove Fire Hydrant	EA	6	\$ 250.68	\$ 1,504.08	\$ 300.00	\$ 1,800.00
02050.08	Remove Valve	EA	20	\$ 167.18	\$ 3,343.60	\$ 200.00	\$ 4,000.00
SECTION 02075	DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE						
02075.01	Removal of Existing Asphalt	SY	1,010	\$ 7.23	\$ 7,302.30	\$ 4.00	\$ 4,040.00
02075.02	Removal of Portland Cement Concrete Pavement	SY	50	\$ 8.83	\$ 441.50	\$ 5.50	\$ 275.00
02075.04	Removal of Sidewalk	SF	430	\$ 1.37	\$ 589.10	\$ 1.00	\$ 430.00
02075.05	Removal of Driveway	SF	260	\$ 2.93	\$ 761.80	\$ 1.50	\$ 390.00
02075.06	Removal of Curb and Gutter	LF	250	\$ 5.86	\$ 1,465.00	\$ 5.00	\$ 1,250.00
02075.10	Removal of Concrete Valley Gutter	SF	150	\$ 2.97	\$ 445.50	\$ 1.80	\$ 270.00
02075.13	Removal of Miscellaneous Concrete	SF	130	\$ 5.34	\$ 694.20	\$ 4.00	\$ 520.00
SECTION 02210	EXCAVATION AND EMBANKMENT						
02210.01	Unclassified Excavation Above Subgrade	CY	290	\$ 6.17	\$ 1,789.30	\$ 10.00	\$ 2,900.00
02210.04	Surplus Material Disposal	CY	290	\$ 6.83	\$ 1,980.70	\$ 11.00	\$ 3,190.00
02210.0812	12" Subgrade Processing for Patch	SY	190	\$ 12.58	\$ 2,390.20	\$ 6.00	\$ 1,140.00
02210.0818	18" Subgrade Processing for Patch	SY	860	\$ 15.25	\$ 13,115.00	\$ 7.50	\$ 6,450.00
SECTION 02220	TRENCH EXCAVATION AND UTILITY LOCATES						
02220.02	Underground Facility Locates	EA	10	\$ 176.43	\$ 1,764.30	\$ 175.00	\$ 1,750.00
02220.03	Underground Facility Crossing	EA	10	\$ 501.35	\$ 5,013.50	\$ 600.00	\$ 6,000.00
SECTION 02225	TRENCH BACKFILL						
02225.02	Install Trench Foundation	TN	50	\$ 48.77	\$ 2,438.50	\$ 40.00	\$ 2,000.00
SECTION 02231	AGGREGATE SUB-BASE AND BASE COURSES						
02231.0106	6" Aggregate Base	SY	70	\$ 23.40	\$ 1,638.00	\$ 13.00	\$ 910.00
02231.0112	12" Aggregate Base	SY	810	\$ 41.50	\$ 33,615.00	\$ 26.00	\$ 21,060.00
SECTION 02512	PLANT MIX PAVEMENT						
02512.0207	7" Asphaltic Concrete Patch	SY	810	\$ 92.28	\$ 74,746.80	\$ 80.00	\$ 64,800.00
02512.0504 SP	4" Asphaltic Concrete Sidewalk	SY	190	\$ 58.59	\$ 11,132.10	\$ 40.00	\$ 7,600.00
SECTION 02520	PORTLAND CEMENT CONCRETE PAVEMENT						
02520.0207	7" Portland Cement Concrete Patch	SY	50	\$ 89.35	\$ 4,467.50	\$ 80.00	\$ 4,000.00
SECTION 02528	CONCRETE CURBS AND COMBINED CURBS AND GUTTERS						
02528.0230	Install Replacement 30" Curb and Gutter	LF	250	\$ 55.31	\$ 13,827.50	\$ 30.00	\$ 7,500.00
SECTION 02530	CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION						

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	DRM, Inc.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02530.0104	Install Concrete Sidewalk (4')	SF	330	\$ 8.72	\$ 2,877.60	\$ 5.50	\$ 1,815.00
02530.0406	Install Concrete Driveway (6")	SF	260	\$ 9.60	\$ 2,496.00	\$ 6.50	\$ 1,690.00
02530.0608	Install Replacement Concrete Valley Gutter (8")	SF	150	\$ 12.15	\$ 1,822.50	\$ 8.00	\$ 1,200.00
02530.09	Install Splash Pan for Fire Hydrant	SF	120	\$ 11.16	\$ 1,339.20	\$ 8.00	\$ 960.00
02530.1105	Install Handicap Ramp and Landing (5")	SF	100	\$ 20.54	\$ 2,054.00	\$ 16.00	\$ 1,600.00
SECTION 02645	FIRE HYDRANTS						
02645.01	Install Fire Hydrant Assembly Complete	EA	6	\$ 5,327.73	\$ 31,966.38	\$ 4,200.00	\$ 25,200.00
SECTION 02665	WATER DISTRIBUTION AND TRANSMISSION SYSTEMS						
02665.0106	Install 6" Water Main (PVC)	LF	100	\$ 58.30	\$ 5,830.00	\$ 40.00	\$ 4,000.00
02665.0108	Install 8" Water Main (PVC)	LF	20	\$ 122.39	\$ 2,447.80	\$ 50.00	\$ 1,000.00
02665.0110	Install 10" Water Main (PVC)	LF	160	\$ 121.04	\$ 19,366.40	\$ 60.00	\$ 9,600.00
02665.0112	Install 12" Water Main (PVC)	LF	90	\$ 131.26	\$ 11,813.40	\$ 70.00	\$ 6,300.00
02665.031006	Install 10" x 6" Tee	EA	7	\$ 1,950.15	\$ 13,651.05	\$ 900.00	\$ 6,300.00
02665.031008	Install 10" x 8" Tee	EA	2	\$ 2,019.59	\$ 4,039.18	\$ 1,000.00	\$ 2,000.00
02665.031206	Install 12" x 6" Tee	EA	7	\$ 2,020.08	\$ 14,140.56	\$ 1,100.00	\$ 7,700.00
02665.031210	Install 12" x 10" Tee	EA	1	\$ 2,264.80	\$ 2,264.80	\$ 1,200.00	\$ 1,200.00
02665.031212	Install 12" x 12" Tee	EA	1	\$ 2,289.17	\$ 2,289.17	\$ 1,300.00	\$ 1,300.00
02665.1106	Install 6" Gate Valve	EA	13	\$ 2,729.16	\$ 35,479.08	\$ 1,200.00	\$ 15,600.00
02665.1108	Install 8" Gate Valve	EA	2	\$ 3,338.66	\$ 6,677.32	\$ 1,500.00	\$ 3,000.00
02665.1110	Install 10" Gate Valve	EA	7	\$ 4,356.68	\$ 30,496.76	\$ 2,000.00	\$ 14,000.00
02665.1112	Install 12" Gate Valve	EA	9	\$ 4,935.32	\$ 44,417.88	\$ 2,800.00	\$ 25,200.00
02665.18	Connect to Existing Water Main	EA	20	\$ 2,520.64	\$ 50,412.80	\$ 1,100.00	\$ 22,000.00
SECTION 02895	GEOSYNTHETICS						
02895.01	Install Fabric (Separation)	SY	900	\$ 2.09	\$ 1,881.00	\$ 5.00	\$ 4,500.00
SECTION 02900	LANDSCAPING						
02900.09	Hydroseeding	SF	300	\$ 1.22	\$ 366.00	\$ 0.25	\$ 75.00
02900.17 SP	Landscaping Rock Removal and Replacement	SF	270	\$ 2.93	\$ 791.10	\$ 10.00	\$ 2,700.00
TOTAL OF ADD ALTERNATE A					\$ 482,589.72		\$ 308,855.00

ADD ALTERNATE B							
BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	DRM, Inc.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION 01510	TRAFFIC CONTROL						
01510.02	Flagging	1/4 HR	64	\$ 13.00	\$ 832.00	\$ 9.00	\$ 576.00
SECTION 02050	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS						
02050.02	Remove Existing Water Main	LF	30	\$ 12.53	\$ 375.90	\$ 8.00	\$ 240.00
02050.05	Remove Existing Fitting	EA	1	\$ 331.78	\$ 331.78	\$ 200.00	\$ 200.00
02050.07	Remove Fire Hydrant	EA	1	\$ 250.68	\$ 250.68	\$ 300.00	\$ 300.00
02050.08	Remove Valve	EA	1	\$ 165.89	\$ 165.89	\$ 200.00	\$ 200.00
SECTION 02075	DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE						
02075.01	Removal of Existing Asphalt	SY	320	\$ 1.38	\$ 441.60	\$ 4.00	\$ 1,280.00
02075.04	Removal of Sidewalk	SF	170	\$ 1.38	\$ 234.60	\$ 1.00	\$ 170.00
02075.05	Removal of Driveway	SF	240	\$ 2.93	\$ 703.20	\$ 1.50	\$ 360.00
02075.06	Removal of Curb and Gutter	LF	90	\$ 5.86	\$ 527.40	\$ 5.00	\$ 450.00
02075.09	Removal of Concrete Fillet	SF	170	\$ 2.97	\$ 504.90	\$ 2.00	\$ 340.00
02075.10	Removal of Concrete Valley Gutter	SF	100	\$ 2.98	\$ 298.00	\$ 1.80	\$ 180.00
SECTION 02210	EXCAVATION AND EMBANKMENT						
02210.01	Unclassified Excavation Above Subgrade	CY	70	\$ 6.17	\$ 431.90	\$ 10.00	\$ 700.00
02210.04	Surplus Material Disposal	CY	70	\$ 6.83	\$ 478.10	\$ 11.00	\$ 770.00
02210.0818	18" Subgrade Processing for Patch	SY	310	\$ 16.19	\$ 5,018.90	\$ 7.50	\$ 2,325.00
SECTION 02220	TRENCH EXCAVATION AND UTILITY LOCATES						
02220.02	Underground Facility Locates	EA	1	\$ 603.55	\$ 603.55	\$ 175.00	\$ 175.00
02220.03	Underground Facility Crossing	EA	5	\$ 501.36	\$ 2,506.80	\$ 600.00	\$ 3,000.00
SECTION 02225	TRENCH BACKFILL						
02225.02	Install Trench Foundation	TN	10	\$ 51.68	\$ 516.80	\$ 40.00	\$ 400.00
SECTION 02231	AGGREGATE SUB-BASE AND BASE COURSES						
02231.0106	6" Aggregate Base	SY	180	\$ 23.32	\$ 4,197.60	\$ 12.00	\$ 2,160.00
02231.0118	12" Aggregate Base	SY	150	\$ 41.50	\$ 6,225.00	\$ 26.00	\$ 3,900.00
SECTION 02512	PLANT MIX PAVEMENT						
02512.0106	6" Asphaltic Concrete Paving	SY	130	\$ 84.95	\$ 11,043.50	\$ 48.00	\$ 6,240.00
02512.0207	7" Asphaltic Concrete Patch	SY	130	\$ 98.13	\$ 12,756.90	\$ 80.00	\$ 10,400.00
SECTION 02528	CONCRETE CURBS AND COMBINED CURBS AND GUTTERS						
02528.0230	Install Replacement 30" Curb and Gutter	LF	90	\$ 55.31	\$ 4,977.90	\$ 30.00	\$ 2,700.00
SECTION 02530	CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION						
02530.0104	Install Concrete Sidewalk (4')	SF	170	\$ 8.72	\$ 1,482.40	\$ 5.50	\$ 935.00
02530.0406	Install Concrete Driveway (6")	SF	240	\$ 9.60	\$ 2,304.00	\$ 1.50	\$ 360.00
02530.0608	Install Replacement Concrete Valley Gutter (8")	SF	100	\$ 12.81	\$ 1,281.00	\$ 8.00	\$ 800.00
02530.0808	Install Replacement Curb Return Fillet (8")	SF	170	\$ 15.36	\$ 2,611.20	\$ 10.00	\$ 1,700.00
02530.09	Install Splash Pan for Fire Hydrant	SF	20	\$ 11.07	\$ 221.40	\$ 8.00	\$ 160.00
02530.1105	Install Handicap Ramp and Landing (5")	SF	100	\$ 20.54	\$ 2,054.00	\$ 16.00	\$ 1,600.00
SECTION 02645	FIRE HYDRANTS						
02645.01	Install Fire Hydrant Assembly Complete	EA	1	\$ 5,327.71	\$ 5,327.71	\$ 4,200.00	\$ 4,200.00
SECTION 02665	WATER DISTRIBUTION AND TRANSMISSION SYSTEMS						
02665.0106	Install 6" Water Main (PVC)	LF	10	\$ 113.51	\$ 1,135.10	\$ 40.00	\$ 400.00
02665.0108	Install 8" Water Main (PVC)	LF	140	\$ 63.63	\$ 8,908.20	\$ 50.00	\$ 7,000.00
02665.0112	Install 12" Water Main (PVC)	LF	20	\$ 132.79	\$ 2,655.80	\$ 70.00	\$ 1,400.00
02665.031208	Install 12" x 8" Tee	EA	2	\$ 1,690.08	\$ 3,380.16	\$ 1,000.00	\$ 2,000.00
02665.051206	Install 12" x 6" Reducer	EA	1	\$ 1,491.52	\$ 1,491.52	\$ 600.00	\$ 600.00
02665.0908	Install 8" x 90° Elbow	EA	1	\$ 1,440.49	\$ 1,440.49	\$ 500.00	\$ 500.00
02665.1106	Install 6" Gate Valve	EA	1	\$ 2,639.93	\$ 2,639.93	\$ 1,200.00	\$ 1,200.00
02665.1108	Install 8" Gate Valve	EA	1	\$ 3,406.59	\$ 3,406.59	\$ 1,500.00	\$ 1,500.00
02665.1112	Install 12" Gate Valve	EA	2	\$ 4,830.39	\$ 9,660.78	\$ 2,800.00	\$ 5,600.00
02665.18	Connect to Existing Water Main	EA	2	\$ 2,078.89	\$ 4,157.78	\$ 1,100.00	\$ 2,200.00
SECTION 02895	GEOSYNTHETICS						
02895.01	Install Fabric (Separation)	SY	200	\$ 3.42	\$ 684.00	\$ 5.00	\$ 1,000.00
TOTAL OF ADD ALTERNATE B					\$ 108,264.96		\$ 70,221.00

2020 Sanitary Sewer Replacement



CITY OF GILLETTE

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

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



1 inch = 666.67 feet

1 in = 0.13 miles

September 19, 2019

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City of Gillette, GIS Division



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Approving and Authorizing the Final Plat Known as Lots 2D & 2E, Block 1, Copper Ridge Estates, Phase 1, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 3/1)

BACKGROUND:

The property is located on the south side of the Westover Road. The lot is zoned R-2, Single and Two Family Residential District. To the south and east the properties are zoned R-S, Suburban Residential District and to the north, across Westover Road is Zoned R-4, Multi Family Residential and R-R, Rural Residential

The proposed lots meet the minimum lot size and minimum width requirements. Access from Westover Road is restricted. Existing curb drops are to be utilized for the lots. Access to Lot 2D will be through a 30' Shared Access Easement which is located on the proposed Lot 2E. A 20' Utility Easement runs east to west near the mid of the proposed properties. This easement contains a sub-drain which is connected to the storm water system in the Fairway Drive right of way.

Water service is available for one lot. A second water service tap will be required for the second lot. A subdivision improvement agreement and a financial guarantee for the installation of the water service will be required prior to the plat being filed at the office of the Campbell County Clerk. Sewer service is available for the two lots.

This case was approved by the Planning Commission during their March 10, 2020, meeting with a vote of 3/1.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for Approval of a Resolution Approving and Authorizing the Final Plat Known as Lots 2D & 2E, Block 1, Copper Ridge Estates Phase 1, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[Planning Commission Minutes 3/10/2020](#)

[Planning Requirements](#)

[Aerial and Vicinity Sketch](#)

[Plat Map](#)

[Resolution](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall
March 10, 2020

PRESENT

Commission Members Present: Chairman Jim Nielsen, Trevor Matson, Ted Jerred and Jennifer Tuomela

Commission Members Absent: Vice-Chair Reardon, Ryan Conklin, and Sheryl Martin

Staff Present: Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Sr. Administrative Assistant

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Ted Jerred to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of January 14, 2020. Trevor Matson seconded the motion. Motion carried 4/0.

20.003SFP-FINAL
PLAT-Lot 2D & 2E, Blk
1, Copper Ridge Estates
Ph. I

The owner, Norman and Kimberly Silbaugh, is proposing to subdivide .55 Acres of land located on Westover Road.

The property is located on the south side of the Westover Road. The lot is zoned R-2, Single and Two Family Residential District. To the south and east the properties are zoned R-S, Suburban Residential District and to the north, across Westover Road is Zoned R-4, Multi Family Residential and R-R, Rural Residential.

The proposed lots meet the minimum lot size and minimum width requirements.

Clark Sanders said there were seven calls from the public received by the Planning Division regarding the case. Some of the responses were opposed to the change, and others were indifferent to it and were just seeking information on the case.

Chairman Nielsen asked if there were any comments from the public regarding the case, and let those attending know this case was not to rezone the property, but to divide the existing lot into two lots.

Chad Richards, resident in Copper Ridge Estates Ph. I, was present and said he understood the lots could be used to build two-family townhomes, but thought they would be larger townhomes like those on Country Club Road, and said dividing the lots as proposed seemed like it would then be smaller town homes, like on West Hills Loops, and did not want that for his neighborhood. Chad Richards said there would be potential for smaller town homes being built if the lots were divided, and that would devalue his home. Chad Richards said that building small townhomes was not the original plan for the lots.

Chairman Nielsen said the case was to only divide the lot into two lots, and if anything is built that is yet to be determined. Clark Sanders said no plans had been received by the Planning or Building Inspection Divisions for anything being built on the property. Clark said as of now, a townhome could also be built with the current zoning of R-2, Single and Two Family Residential District.

Chad Richards said he and his family moved to Copper Ridge because it was a nice and quiet neighborhood, and does not like the direction it could go with the potential of this town home being built and potentially then the entire block being town homes.

Adam Maples, resident in Copper Ridge Estates Ph. I, was present and said the size of the lots when divided will determine the type of home that can be built on the lot, and thought dividing the lot would produce cookie-cutter duplexes all the way down the block. Adam Maples said in Copper Ridge are bigger, nicer homes, with many owners being blue collar workers who have paid a premium to have nice property and live better than what they grew up in, and didn't want the cookie-cutter homes in his back yard.

Alyssa Himle, resident in Copper Ridge Estates Ph. I, was present and said she was one of the first residents in Copper Ridge as her home on Huntington Drive was built in 2013. Alyssa Himle said she and her family had worked hard for their home, and have made many improvements on it since moving in. Alyssa Himle said multi-family homes affect property values of single family homes. Alyssa Himle said there would be a difference in the square footage of a town home being built on the property as it is now with 1,200 sq. ft. on the main floor versus a town home with 600 sq. ft. on the main floor if the property were to be divided. The size of town home on the lot would affect her home value she said.

Ted Jerred said the proposed townhome would be built on the entire lot, however for ownership purposes only, the lot is being divided. Ted Jerred said there would only be one town home built on the entire lot, rather than a town home being built on each of the divided lots.

Alyssa Himle said a townhome could potentially be rented, and a differently type of renter would potentially be there given the size and monthly rental price of the property. Ted Jerred said that a townhome, if the lot were to be stay the same size, could also be rented. Alyssa Himle said she has two small children and with a townhome it may mean minimal driveways and would cause cars parked all down the street. Chairman Nielsen said Westover Road was a main collector street with no on-street parking being allowed on major collector street. Alyssa Himle said her main concern was who was going to be living there and what it will do to her property investment.

Adam Maples said the lot would be half its size, and thought dividing

the lots would give a straight path for all the vacant lots on the block to be townhomes. Chad Richards said the proposal sounded like affordable homes would be built on the lots.

Ted Jerred said dividing the lots would be only so two different people could own half of the townhome, rather than one owner with the second townhome being rented. Trevor Matson said currently the exact same town home could be built on one single lot, but with the proposed divided lot, the same townhome could be owned one-half by a family, and one-half by another family. Trevor Matson said it had nothing to do with the size of the property, and being left the size it is now would be more of a guarantee there would be a renter as there could only be one owner, and the other unit would then need to be rented out. Splitting the property and having the shared wall of the townhome on the property line would allow two separate owners and less likelihood of a renter of either of the properties, he said. Trevor Matson said each lot can only be split one time, so the townhomes would not be right next to each other if more were to be built with this current setup.

Brandie Summerall, resident in Copper Ridge Estates Ph. I, was present and asked if all 11 vacant lots were going to be subdivided, which could mean 22 houses being built she said. Brandie Summerall said her main concern was a church would potentially be built in the neighborhood, there are group mailboxes, and that was the only place for kids living there to ride their bikes and scooters in that area. Plus more people coming in will cause more congestion and safety on the street, she said.

Chairman Nielsen asked if there was an easement on the property, and Clark Sanders said there was. Chairman Nielsen asked how large a house could be built on the proposed divided lot with the existing easement, and Clark Sanders said while he couldn't give an exact number, with the lot being ½ acre it could be fairly large. Chairman Nielsen said the lot was twice the size of his, also located in the Westover Subdivision.

Ted Jerred said he would have wanted the applicant to be present at the meeting.

Trevor Matson made a motion to approve the case. Ted Jerred seconded the motion. Motion carried 3/1.

Ted Jerred said this case will go before the City Council for final approval on March 17, 2020.

Brandie Summerall asked the Commission if they lived in the area and their children were playing on the street, would they feel it was a safety concern. Ted Jerred said Westover Road is an arterial street and was designed for heavier traffic. Brandie Summerall asked if this lot is allowed to be divided, how do you not let the other vacant lots be divided as well, which could mean townhomes down the entire block.

Adam Maples said while it was likely a townhome could be built and would have an owner and renter in the two units, it would be more likely to be a single-family home to be built on the lot if it were left as is and not divided.

20.002Z-ZONING MAP
AMENDMENT-511 E.
3rd St

The owner, Gerey Dillinger, is proposing to rezone 0.16 acres of land located north of East 3rd Street and west of South Brooks Avenue at 511 East 3rd Street from R-2, Single and Two-Family Residential District to C-1, General Commercial District.

This zoning request is in line with the Comprehensive Plan, as the Future Land Use Plan calls for Commercial. This zoning meets the minimum size requires for the C-1, General Commercial District as it will merge with the surrounding C-1 district to the north and east; the C-1 district calls for a minimum district size of 4 acres and the current size of the district is 88.69.

The proposal to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District, to C-1, General Commercial District recognizes changing conditions.

Meredith Duvall said there were five inquiries from the public received by the Planning Division regarding the case, and all were general inquiries only with no objections to the rezoning.

Chairman Nielsen asked if there were any comments or questions from the Commission or public on the case.

Bambi Smith was present and said she was the potential buyer looking to rezone the property. Bambi Smith said she wanted to move her daycare business out of her house, and has been looking for a new place since she cannot rezone her house to accommodate more than 10 children in her daycare.

Ted Jerred asked if the location accommodated the need for the required two off-street parking spaces, and Bambi Smith she had spoken to the Planning Division and had gotten ideas of what could be done to accommodate for the spaces.

There being no further comments or questions, Ted Jerred made a motion to approve the case. Trevor Matson seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be no meeting on March 24, 2020, and there will be a meeting on April 14, 2020.

Chairmain Nielsen said this was possibility his last meeting as he would be moving out of town. The staff and rest of commissioners thanked

Chairman Nielsen for his service on the Planning Commission, as well as other numerous boards throughout the years.

ADJOURNMENT

The meeting adjourned at 7:34 p.m.

Minutes taken and prepared by Jill McCarty, Sr. Admin Assistant.

DRAFT

Planning Requirements

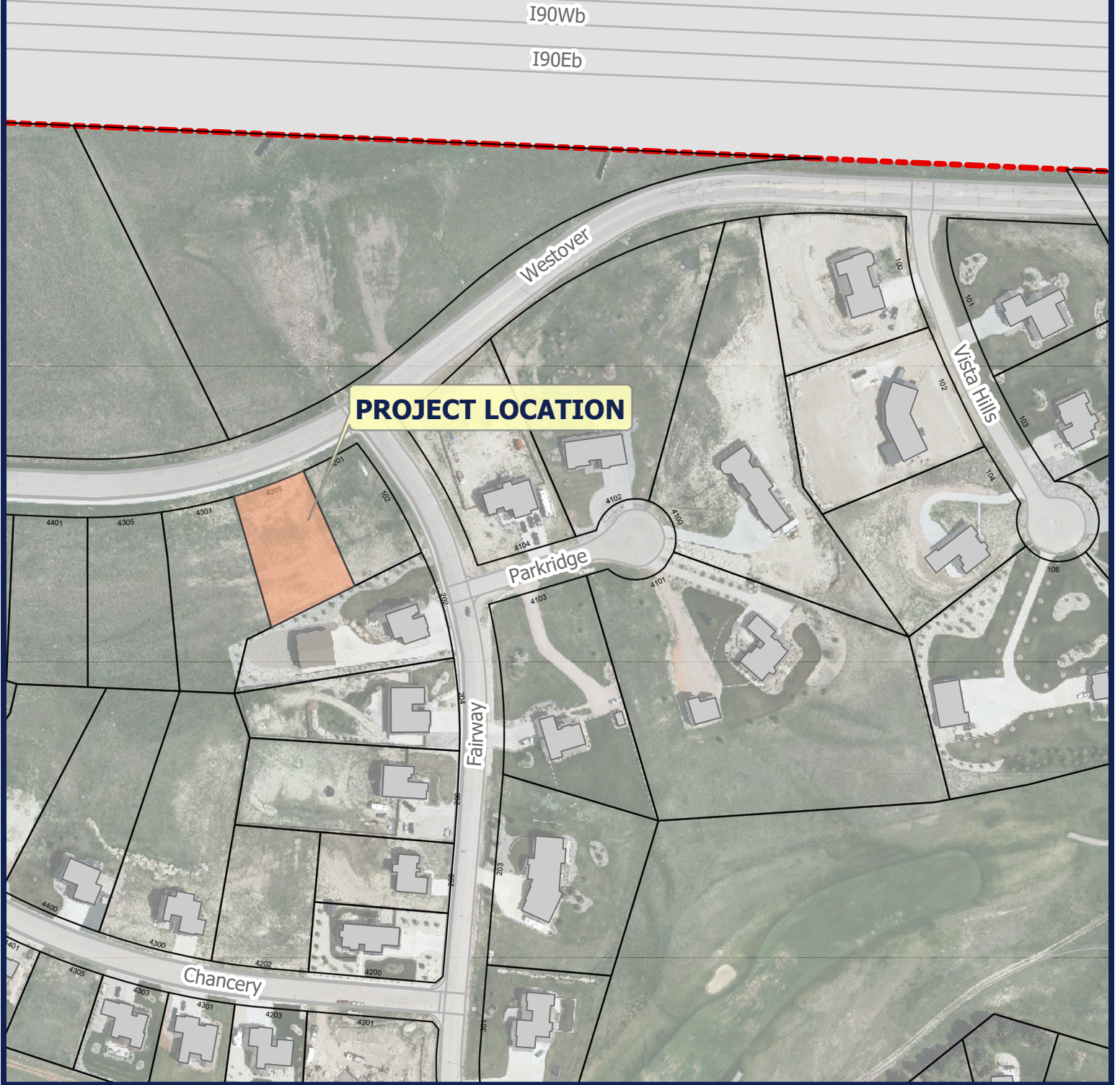
20.003SFP

Final Plat -Lot 2D & 2E, Copper Ridge Estates Phase 1

The Planning Requirements are as follows:

1. All comments and concerns listed in ePlans shall be addressed.
2. The owner or agent shall submit a current title report
3. A signed Consent to Subdivide shall be provided prior to filing the plat if the properties have a mortgage.
4. All fees associated with the filing with the office of the Campbell County Clerk shall accompany the final plat.

20.003SFP- Final Plat Lot 2D & 2E, Block 1 Copper Ridge Estates Phase 1



PROJECT LOCATION



CITY OF GILLETTE

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

2/10/2020 3:00 PM

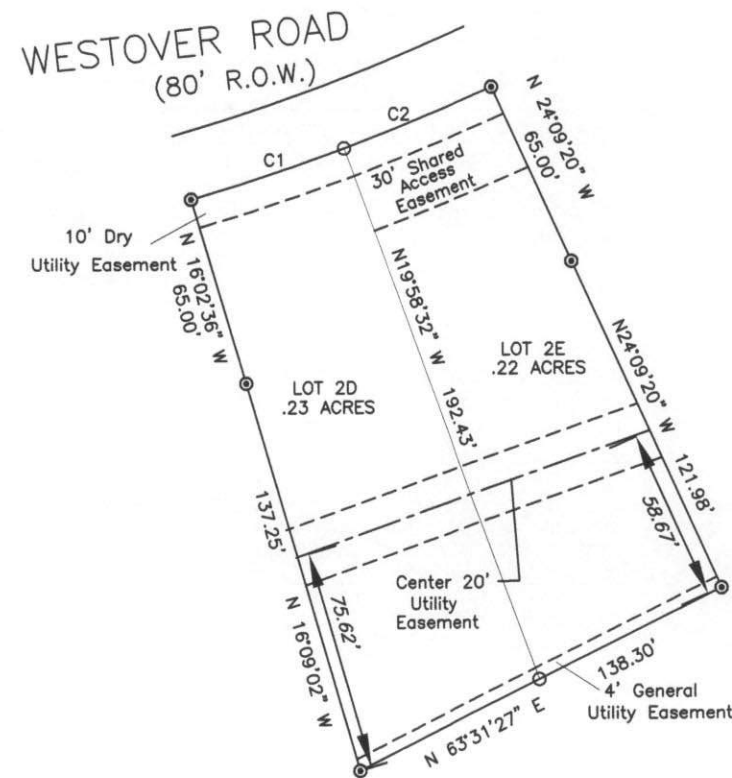
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DECLARATION VACATING PREVIOUS PLATTING THIS PLAT IS THE RESUBDIVISION OF LOT 2C, Block 1 Copper Ridge Estates, Phase I. AS RECORDED IN BOOK 10 OF PLATS, PAGE 77, OF THE RECORDS OF CAMPBELL COUNTY. ALL EARLIER PLAT OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

FINAL PLAT
LOTS 2D, & 2E, Block 1
Copper Ridge Estates
Phase 1

A RESUBDIVISION OF
 LOT 2C, Block 1
 Copper Ridge Estates, Phase I
 CITY OF GILLETTE, WYOMING



STATE OF WYOMING)
) ss
 COUNTY OF CAMPBELL)
 The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 20____, by _____ as Trustee for Norman and Kimberly Silbaugh Family Revocable Trust, as a free and voluntary act and deed.
 Witness my hand and official seal.

 Notary Public
 My Commission Expires _____

LEGEND

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

DISCLOSURE STATEMENT

No addition access will be allowed from Westover Road than those already established.
 Access to Fairway Drive is prohibited to Lots 1C.

NUMBER	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	790.00'	55.11'	55.10'	N 71°55'07" E	07°59'46"
C2	790.00'	55.11'	55.10'	N 67°55'28" E	07°59'46"

SUMMARY
 TOTAL LOTS: 2
 R.O.W. AREA: N/A
 TOTAL AREA: .55 AC
 ZONING: R-2

PROJECT SITE

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 LOTS 2D AND 2E, Block 1, Copper Ridge Estates, Phase 1, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.

DEDICATION

Know all men by these presents that the undersigned Norman and Kimberly Silbaugh Family Revocable Trust, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing LOTS 2D and 2E, Block 1, Copper Ridge Estates, Phase I being more particularly described as follows:

LOT 2C, Block 1 Copper Ridge Estates, Phase I

Said tract of land contains .55 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

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

Drainage easement, as designed on the plat, are hereby dedicated to the City of Gillette and its licensees for public use, to accommodate the flow and storage of storm waters and shall be kept free of all structures or other impediments.

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

Executed this _____ day of _____, A.D., 20____ by:
 Owner: Norman and Kimberly Silbaugh Family Revocable Trust

 Norman Silbaugh
 Trustee: Norman and Kimberly Silbaugh Family Revocable Trust
 Owner: Norman and Kimberly Silbaugh Family Revocable Trust

 Kimberly Silbaugh
 Trustee: Norman and Kimberly Silbaugh Family Revocable Trust

STATE OF WYOMING)
) ss
 COUNTY OF CAMPBELL)
 The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 20____, by _____ as Trustee for Norman and Kimberly Silbaugh Family Revocable Trust, as a free and voluntary act and deed.

Witness my hand and official seal.

 Notary Public
 My Commission Expires _____



APPROVALS

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

 City Engineer
 This plat approved by the City of Gillette Planning Commission this _____ day of _____, 20____, A.D.
 _____ Chairman Secretary
 Approved by the City Council of the City of Gillette, Wyoming this _____ day of _____, 20____, A.D.

 Mayor City Clerk

This plat filed for record in the office of the County Clerk and Recorder at _____ o'clock ____m., _____, 20____, A.D. and is duly recorded in Book _____ of Plats, Page No. _____

 County Clerk

FINAL PLAT

LOTS 2D and 2E, Block 1 Copper Ridge Estates, Phase I GILLETTE, WYOMING	
PREPARED FOR: Norman & Kimberly Silbaugh Family Revocable Trust 1003 Daleby Ave Gillette, WY 82716	PREPARED BY: DOYLE SURVEYING INC 801 E. Fourth St. Suite 15 Gillette, WY 82716 PH: (307) 686-2410
DATE OF PREPARATION: February, 2020	SHT 1 OF 1

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
FINAL PLAT KNOWN AS LOTS 2D & 2E, BLOCK 1, COPPER
RIDGE ESTATES PHASE 1, TO THE CITY OF GILLETTE,
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

WHEREAS, the Final Plat for Lot 2D & 2E, Block 1, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on March 10, 2020, with Planning Requirements.

WHEREAS, the recording of the Final Plat for Lot 2D & 2E, Block 1, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette, Wyoming, with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on March 10, 2020.

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

The Final Plat for Lot 2D & 2E, Block 1, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette, Wyoming as prepared by Doyle Surveying, Inc, signed by Richard T Doyle, Professional Land Surveyor, Wyoming Registration Number 2333, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2020.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Rozet Ranchettes Water Connection to GW Construction, LLC, in the Amount of \$348,162.00.

BACKGROUND:

This project is included in the fourth funding package for the Gillette Regional Water Supply Project that will provide a connection for the Rozet Ranchettes Improvement Service District (ISD). The Rozet Ranchettes ISD connection will be accomplished by extending a new six inch water transmission line from a stub out provided on an interconnect between the new 42" and 30" Madison transmission pipelines. A new control building will be placed in proximity to their tank that will provide the necessary appurtenances to provide this service.

This project was advertised for bid on February 28th, March 6th, and March 13th. A pre-bid meeting was held on March 4th. The City of Gillette Purchasing Division opened bids on March 18th at 2:00 P.M., at the City Warehouse. Below is a summary of the four bids received:

Bidder	Schedule A	Schedule B	Total Bid Amount
GW Construction LLC	\$ 344,612.00	\$ 3,550.00	\$ 348,162.00
DRM, Inc.	\$ 346,194.04	\$ 4,457.02	\$ 350,651.06
Hot Iron, Inc. Wyoming	\$ 373,435.05	\$ 3,929.26	\$ 377,364.31
Earthmoving Corporation*	\$ 355,893.40	\$ 28,000.00	\$ 383,893.40

*A bid abnormality was discovered and the bid cannot be considered. However, this abnormality did not affect the award recommendation.

HDR provided bidding phase services for this project, which included a review of the bids. HDR has provided the attached recommendation for award to GW Construction LLC.

ACTUAL COST VS. BUDGET:

The Engineer's estimate for construction at the time of bidding was \$353,560.00. Schedule A for this project is eligible for reimbursement from the Wyoming Water Development Commission (WWDC) through the 67% grant and the remaining 33% will be paid with Cap Tax. Schedule B contains work that is not

WWDC eligible, and will therefore be paid for with Cap Tax.

Budget Account No. 301-70-72-441-70-47417

Project No.18UT02

SUGGESTED MOTION:

I Move for Approval of a Bid Award for the Rozet Ranchettes Water Connection to GW Construction LLC, in the Amount of \$348,162.00.

STAFF REFERENCE:

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

ATTACHMENTS:

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



March 25, 2020

Mr. Levi Jensen, P.E.
Utilities Projects Manager
City of Gillette
201 E. 5th Street
Gillette, WY 82716

Project: Gillette Regional Water Supply Project - District Extension Phase IV Rozet Ranchettes

RE: Bid Award Recommendation

Dear Mr. Jensen,

We have reviewed the bid forms and bid bonds submitted for the above referenced project. The original bids and bid tabulation sheet are attached for your use.

The four bidders on the project were GW Construction, LLC, DRM, Inc., Hot Iron, Inc. and Wyoming Earthmoving Corporation. All bids were submitted on time, had the required Bid Bonds, included Residency Certificates and acknowledged Addendum No. 1.

Wyoming Earthmoving Corporation did not include a Unit Price for the Contract Bonds bid item. Per Article 19, Part 19.03.J, not providing a unit price for each pay item is a justified reason to reject their bid. This does not affect ranking of the bids as they were they high bidder on the project.

GW Construction provided a Bid Bond for an amount that does cover 5% of their bid price, but it was not on the form provided. Per the Instructions to Bidders, Article 8, Part 8.01, use of the provided form in the project manual is recommended but not mandatory. The Bid Bond submitted with GW Construction's bid does appear to meet the contract requirements.

The bids for the project ranked as follows:

RANK	BIDDER	BID AMOUNT
1	GW Construction, LLC	\$ 348,162.00
2	DRM, Inc.	\$ 350,651.06
3	Hot Iron, Inc.	\$ 377,364.31
4	Wyoming Earthmoving Corporation	\$ 383,393.40
	Engineer's Estimate	\$ 353,560.00

Based on the above evaluation, we recommend that the City of Gillette award the project to GW Construction, LLC at the bid amount of \$348,162.00.

If you have any questions or comments concerning this recommendation, please call.



Sincerely,
HDR Engineering

A handwritten signature in blue ink, appearing to read 'Justin Starck', with a long horizontal stroke extending to the right.

Justin Starck, P.E.
Water/Wastewater Engineer

Enclosures: Bid Tabulation
 Original Bids



WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road
Cheyenne, WY 82002

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

Mark Gordon
Governor

Commissioners

Gerald E. Geis	Sheridan Little
Clinton W. Glick	Mike Purcell
Ronald E. Kailey, Jr.	Larry Suchor
Mark Kot	Rodney Wagner
Kellen K. Lancaster	Bill Yankee

Brandon L. Gebhart, P.E.
Director

March 25, 2020

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

Dear Mr. Jensen:

This letter is to provide WWDC's concurrence to the City of Gillette to award the Phase IV District Extensions Phase IV Rozette Ranchettes project to GW Construction, LLC for \$348,162.00. Upon execution, please provide WWDC with copies of the Contractor's Agreement, Insurance Certificates, Bonds, Notice of Award and Notice to Proceed. Please coordinate with me before scheduling the Pre-Construction meeting.

Please contact me if you have any questions.

Regards,

A handwritten signature in blue ink that reads "Bryan Clerkin".

Bryan Clerkin
Deputy Director of Construction

cc: Files
Enclosures: HDR Award Recommendation (2 pages)



March 25, 2020

Mr. Levi Jensen, P.E.
Utilities Projects Manager
City of Gillette
201 E. 5th Street
Gillette, WY 82716

Project: Gillette Regional Water Supply Project - District Extension Phase IV Rozet Ranchettes

RE: Bid Award Recommendation

Dear Mr. Jensen,

We have reviewed the bid forms and bid bonds submitted for the above referenced project. The original bids and bid tabulation sheet are attached for your use.

The four bidders on the project were GW Construction, LLC, DRM, Inc., Hot Iron, Inc. and Wyoming Earthmoving Corporation. All bids were submitted on time, had the required Bid Bonds, included Residency Certificates and acknowledged Addendum No. 1.

Wyoming Earthmoving Corporation did not include a Unit Price for the Contract Bonds bid item. Per Article 19, Part 19.03.J, not providing a unit price for each pay item is a justified reason to reject their bid. This does not affect ranking of the bids as they were they high bidder on the project.

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4	Wyoming Earthmoving Corporation	\$ 383,393.40
	Engineer's Estimate	\$ 353,560.00

Based on the above evaluation, we recommend that the City of Gillette award the project to GW Construction, LLC at the bid amount of \$348,162.00.

If you have any questions or comments concerning this recommendation, please call.



Sincerely,
HDR Engineering

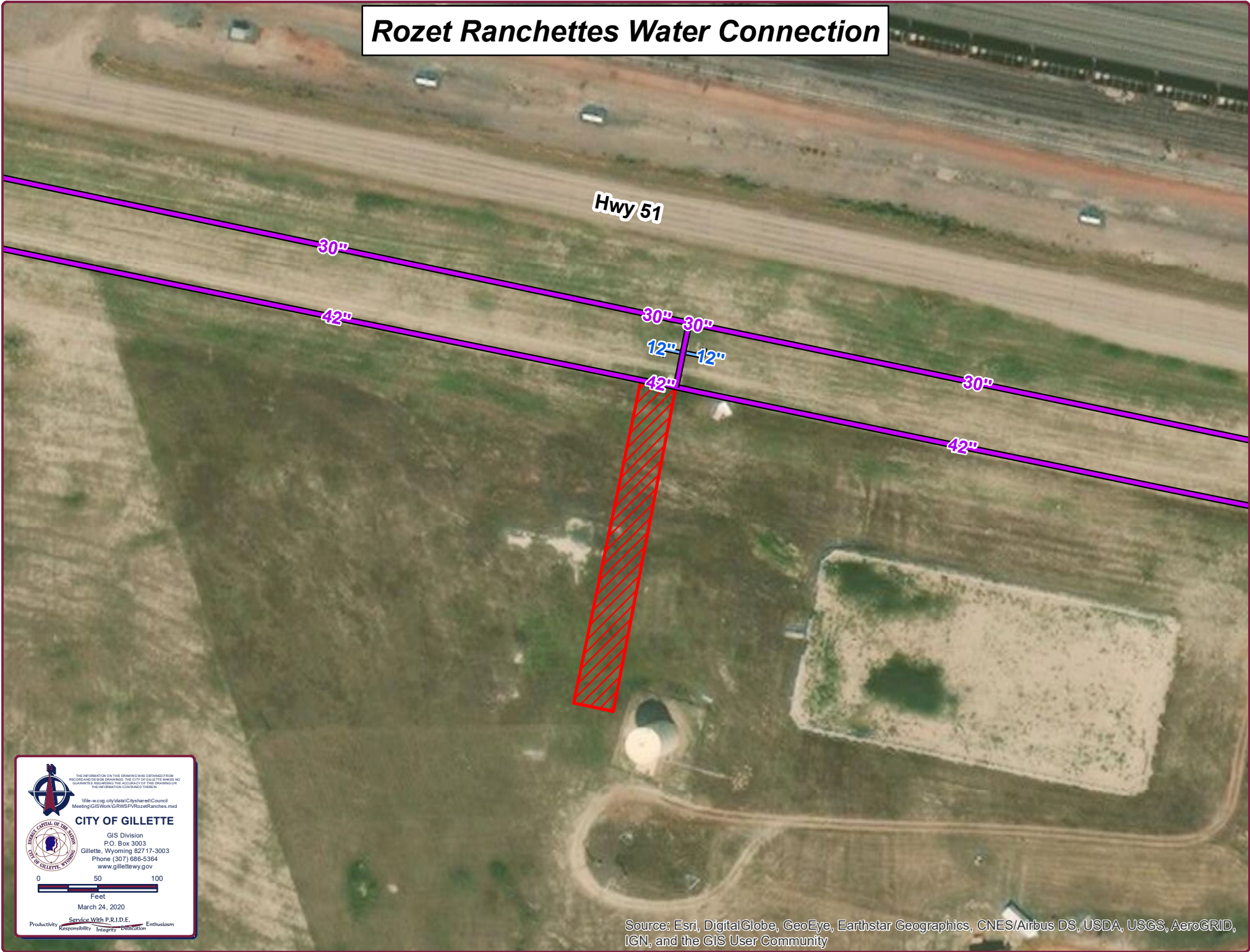
A handwritten signature in blue ink, appearing to read 'Justin Starck'.

Justin Starck, P.E.
Water/Wastewater Engineer

Enclosures: Bid Tabulation
 Original Bids



Rozet Ranchettes Water Connection



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

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

0 50 100
Feet
March 24, 2020

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

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



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 3, Section 3-1 of the Gillette City Code to Expand the Definition of "Intoxication."

BACKGROUND:

The word "substance" is added to distinguish intoxication from various substances that are not a "controlled substance".

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend Chapter 3, Section 3-1 of the Gillette City Code to Expand the Definition of "Intoxication."

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

[Intoxication Definition first reading](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3-1 OF THE GILLETTE CITY
CODE TO EXPAND THE DEFINITION OF "INTOXICATION."

WHEREAS, the Governing Body of the City of Gillette desires to amend Chapter 3, Section 3-1 of the Gillette City Code.

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

SECTION ONE. §3-1 of the Gillette City Code, is amended to read as follows:

§3-1 Intoxication.

If any person shall be drunk or under the influence of any intoxicating liquor, malt beverage, substance, or controlled substance, as defined by Wyoming State Statutes, in any public street, thoroughfare, or place; or within view of any public street, thoroughfare or place; or in any vehicle or place within the city to such an extent that his drunkenness or intoxication is manifest by boisterous or by profane, vulgar language, or loud and violent discourse, or indecent conditions or actions which render that person incapable of caring for him or herself so as to create a nuisance or hazard, he or she shall be guilty of a misdemeanor.

PASSED, APPROVED, AND ADOPTED this _____ day of April 2020.

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

An Ordinance to Amend the Gillette City Code Chapter Seventeen Article II §17-21 to Adjust Monthly Wastewater Rates, and Define Abandoned Sewer Services; Article III §17-56 to Adjust Monthly Water Rates, and §17-26 to Define Abandoned Water Services.

BACKGROUND:

Enclosed is an Ordinance, First Reading, to increase water and sewer rates and establish a process for the abandonment and reactivation of old water and sewer service lines.

Based on the Pro-Forma presented to the City Council during their January 28, 2020 work session, City Staff estimates the need to generate an additional \$187,000 from our water (distribution) rates and \$800,000 from our sewer rates for FY 20/21. City Staff recommends utility rate increases to generate this additional revenue as described within the attached memo.

The typical residential utility customer in the City of Gillette will see an average increase of 2.8% on their utility bill, or \$5.14 per month increase from \$183.08 per month (existing) to \$188.22 per month (proposed). The effective date of the proposed rate increases will be May 1, 2020, pending approval of the enclosed Ordinance by the City Council.

During the past six months, City Staff has received requests from property owners and contractors to utilize old water and sewer service lines that were previously abandoned. For these situations, the property owner and contractor believed the old service lines were active and operational. As the contractors moved forward with the construction of new buildings on older City lots, it was discovered that several of these service lines had been deactivated and abandoned for many years. In order to complete their building projects, the contractor was required to install new services lines to provide water and sewer service to the new buildings on the old lots resulting in additional work and significant costs that exceeded their project budget. Depending on the location and complexity, installation of new services lines can exceed \$10,000 per instance.

To avoid situations like this in the future, City Staff requests a provision within Chapter 17 of the City Code to establish a process for the formal abandonment of old water and sewer service lines, and reactivation of water and sewer services if the old service line is intended to be reused.

ACTUAL COST VS. BUDGET:

Revenue collected from water and sewer rates will be deposited into the respective revenue account for the Water Fund and the Sewer Fund.

SUGGESTED MOTION:

I Move to Approve an Ordinance to Amend the Gillette City Code Chapter Seventeen Article II §17-21 to Adjust Monthly Wastewater Rates, and Define Abandoned Sewer Services; Article III §17-56 to Adjust Monthly Water Rates, and §17-26 to Define Abandoned Water Services.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

[ORDINANCE](#)

[Water and Sewer Rate Increase Memo](#)

**AN ORDINANCE TO AMEND THE GILLETTE CITY CODE CHAPTER SEVENTEEN
ARTICLE II §17-21 TO ADJUST MONTHLY WASTEWATER RATES,
AND DEFINE ABANDONED SEWER SERVICES;
ARTICLE III §17-56 TO ADJUST MONTHLY WATER RATES, AND
§17-26 TO DEFINE ABANDONED WATER SERVICES**

WHEREAS, the Governing Body of the City of Gillette intends to amend Chapter 17, Article II, §17-21 of the Gillette City Code to adjust the monthly Wastewater Discharge Service Charges (Service Rates) ; and

WHEREAS, the Governing Body of the City of Gillette intends to amend Chapter 17, Article III, §17-56 of the Gillette City Code to adjust the monthly rates for water measured by meter (Water Rate Charges); and

WHEREAS, the Governing Body of the City of Gillette intends to amend Chapter 17, Article II, § 17-21(f) to include paragraph 7, to clarify the definition of abandonment of sewer services; and § 17-29 to include subsection (b), to clarify the definition of abandonment of water services.

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

1. Delete Chapter 17, Article II, §17-21 (c) of the Gillette City Code in its entirety and replace with the following:

(c) Wastewater System Fixed-Cost Monthly Service Charge. All system users shall pay a fixed-cost monthly service charge based on water meter size and proportional to the following factors.

Water Meter Size	Factor⁽¹⁾
1" or smaller	1.00
1.5"	3.80
2.0"	5.33
3.0"	10.00
4.0	16.67
6.0" or larger	33.33

⁽¹⁾ Exhibit W-5, Development of Gillette Regional System Development Charges, HDR Engineering, Inc., September 15, 2015.

2. Section 17-21 (f), Add new Paragraph 7.

7. No property owner shall abandon any sewer service without obtaining a permit under the building regulations provisions of this code. *See* Chapter 5. Abandoned sewer service shall be removed from the public right-of-way and sealed with a cap, stopper, and filler material at the sewer tap on the City’s sewer main as directed by the City Engineer.

Sewer Service shall be considered abandoned when any structure with sewer service is demolished and not reconstructed on the premises within one year of demolition; or, the property owner fails to pay the monthly sewer charges for twelve (12) consecutive months. Upon abandonment, service to the property shall be discontinued and the customer service account deactivated.

If the property owner requests reactivation of the abandoned sewer service, the City Engineer must perform an inspection of the sewer service. To reactivate the abandoned sewer services, the property owner must comply with the recommendations of the City Engineer to modify, improve or reconstruct the sewer service to meet current City Standards. A Plant Investment Fee is required prior to re-activation of abandoned sewer services.

3. Delete Chapter 17, Article II, §17-21 (k) of the Gillette City Code in its entirety and replace with the following:

(k) Wastewater Rate Charges

Rate Category	Rate Type (water meter size)	Fixed Charge (each)	Usage Charge (per kGal)
Residential & Commercial (Classes I, II & III)	1" meter (or smaller)	\$ 16.30	\$ 2.88
	1.5" meter	\$ 61.94	\$ 2.88
	2" meter	\$ 86.88	\$ 2.88
	3" meter	\$ 163.00	\$ 2.88
	4" meter	\$ 271.72	\$ 2.88
	6" meter (or larger)	\$ 543.28	\$ 2.88

4. Section 17-29. Add new Paragraph (b).

- (b) No property owner shall abandon any water service without first obtaining a permit under the building regulations provisions of this code. *See* Chapter 5. Abandoned water service shall be removed from the public right-of-way at the corporation stop on the City’s water main as directed by the City Engineer.

Water Service shall be considered abandoned when any structure with water service is demolished and not reconstructed on the premises within one year

of demolition; or, the property owner fails to pay the monthly water charges for twelve (12) consecutive months. Upon abandonment, service to the property shall be discontinued, the water meter removed and the customer service account deactivated.

If the property owner requests reactivation of the abandoned water service, the City Engineer must perform an inspection of the water service. To reactivate the abandoned water services, the property owner must comply with the recommendations of the City Engineer to modify, improve or reconstruct the water service to meet current City Standards. A meter charge, System Development Charge and Plant Investment Fee is required prior to re-activation of abandoned water services.

5. Delete Chapter 17, Article III, §17-56 (d) of the Gillette City Code in its entirety and replace with the following:

(d) Water Rate Charges

Customer Type	Rate Category	Rate Type	Fixed Charge (each)	Usage Charge (per kGal)
All (City & Wholesale)	Transmission	Year round	\$ 6.50	\$ 3.01
		Intermittent	\$ 5.00	\$ 6.03
City Only	Residential & Commercial	Small	\$ 1.10	\$ 0.94
		Large	\$ 86.00	\$ 0.94
Water Haulers Only	Bulk Water		\$ 6.50	\$ 3.01

6. This Ordinance is hereby adopted with an effective date of May 1, 2020.

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2020.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk



CITY OF GILLETTE

Utilities

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

MEMO

TO: Patrick Davidson, City Administrator
FROM: Michael H. Cole, P.E., Utilities Director *Michael H. Cole*
COPY: Michelle Henderson, Finance Director
DATE: February 27, 2020
RE: 2020 Utility Rate Increase(s)
Staff Recommendation

Summary

City Staff recommends utility rate increases to generate an additional \$187,350 for the Water (Distribution) Fund and an additional \$800,000 for the Sewer Fund for FY 20/21 as further described within this memo. No rate increases are proposed for the City's electric utility or solid waste collection services this year. The effective date of the proposed rate increases will be May 1, 2020, pending approval of an Ordinance by the City Council. The typical residential utility customer in the City of Gillette will see an average increase of 2.8% on their utility bill, or \$5.14 per month increase from \$183.08 per month (existing) to \$188.22 per month (proposed).

Water (Distribution) Rate Increase

Based on the Pro-Forma presented to the City Council during their January 28, 2020 workshop, City Staff estimates the need to generate an additional \$187,350.00 from our distribution rates for FY 20/21.

Rather than impose an increase to the "volumetric" or usage charge, City Staff recommends we establish a monthly base charge (fixed charge) for the Small Residential and Small Commercial customer class who receive water service through a water meter that is less than 1-1/2". We currently have 9,184 customers in this rate category. We currently do not charge a base charge for customers in this category. Staff proposes we begin charging a monthly base charge in the amount of \$1.10 per month. This will generate \$121,228.80 additional annual revenue. (9,184 customers x \$1.10 per month x 12 months per year = \$121,228.80)

Likewise, City Staff recommends we increase the monthly base charge (fixed charge) for the Large Residential and Large Commercial customer class who receive water service through a 1-1/2" water meter and larger. We currently have 1,877 customers in this rate category. We currently charge a base charge of \$83.06 per month for customers in this category. Staff proposes we increase the monthly base charge in the amount of \$2.94 per month. This will generate \$66,220.56 additional annual revenue. (1,877 customers x \$2.94 per month x 12 months per year = \$66,220.56)

The total additional revenue from the proposed rate increase will be \$121,228.80 (small meter) + \$66,220.56 (large meter) = \$187,449.36, which is slightly more than the revenue requirement of \$187,350.00 from the January 28, 2020 Pro-Forma.

All Usage Charge(s), Transmission Rates, and Bulk Water Rates will remain the same. The new Distribution Base Charge (Fixed Charge) will be as follows:

Small Meter = \$1.10 per month
 Large Meter = \$86.00 per month

Table 1 summarizes existing versus proposed water rates. The proposed changes are shown in red font.

Customer Type	Rate Category	Rate Type	Number of Active Customers	Existing Charges		Proposed Charges	
				Fixed Charge (each)	Usage Charge (per kGal)	Fixed Charge (each)	Usage Charge (per kGal)
All (City & Wholesale)	Transmission	Year Round	11,068	\$ 6.50	\$ 3.01	\$ 6.50	\$ 3.01
		Intermittent	2	5.00	6.03	5.00	6.03
City Only	Residential & Commercial	Small	9,184	0.00	0.94	1.10	0.94
		Large	1,877	83.06	0.94	86.00	0.94
Water Haulers Only	Bulk Water		109	6.50	3.01	6.50	3.01

Residential: This rate applies to residential users with less than 1-1/2" water meter. Residential users with water meters that are 1-1/2" or larger are billed at the Large Residential Rate.

Commercial: This rate applies to all users other than residential.

The small meter commercial rate applies for commercial users with less than 1-1/2" water meter.

The large meter commercial rate applies for commercial users with 1-1/2" or larger water meter.

Sewer Rate Increase

Based on the Pro-Forma presented to the City Council during their January 28, 2020 workshop, City Staff estimates the need to generate an additional \$800,000 from our sewer rates for FY 20/21.

Rather than impose an increase to the "volumetric" or usage charge, City Staff recommends we increase the monthly base charge (fixed charge) in accordance with Table 2.

TABLE 2

Rate Type (based on water meter size)	Existing Monthly Fixed Charge	Proposed Monthly Fixed Charge	Proposed Monthly Increase
1" meter (or smaller)	\$ 12.26	\$ 16.30	\$ 4.04
1.5" meter	46.59	61.94	15.35
2" meter	65.35	86.88	21.53
3" meter	122.60	163.00	40.40
4" meter	204.37	271.72	67.35
6" meter (or larger)	204.37	543.28	338.91
Flat Rate / Special Contract	12.26	16.30	4.04

The total additional revenue from the proposed increase will be \$800,175, which is slightly more than the revenue requirement of \$800,000 from the January 28, 2020 Pro-Forma.

Table 3 summarizes existing versus proposed sewer rates, and calculates the additional revenue expected for each rate type. The proposed changes are shown in red font.

TABLE 3

Rate Category	Rate Type (water meter size)	Number of Active Customers	Existing Fixed Charge	Usage Charge (per kGal)	Factor	Proposed Increase	Additional Revenue	Proposed Fixed Charge
Residential & Commercial (Classes I, II & III)	1" meter (or smaller)	9,830	\$ 12.26	\$ 2.88	1.00	\$ 4.04	\$ 476,558	\$ 16.30
	1.5" meter	168	46.59	2.88	3.80	15.35	30,950	61.94
	2" meter	281	65.35	2.88	5.33	21.53	72,610	86.88
	3" meter	47	122.60	2.88	10.00	40.40	22,786	163.00
	4" meter	40	204.37	2.88	16.67	67.35	32,326	271.72
	6" meter (or larger)	15	204.37	2.88	33.33	338.91	61,004	543.28
Flat Rate / Special Contract / Other		2,144	12.26	2.88	1.00	4.04	103,941	16.30

Total = 12,525

Total = \$ 800,175

Notes: Flat Rate / Special Contract / Other customers include outside City sewer customers with special agreements (like Sleepy Hollow), accounts without City water service, and/or various trailer parks in the City with a master water meter. The summation of the total number of units within each of these areas was used to reflect the number of actual customers for determining the base charge.

Other Enterprise Funds

No rate increases are proposed for the City’s electric utility or solid waste collection services this year.

Utility Residential Rate Comparison

Please see the enclosed Residential Utility Rate Comparison included as an attachment to this memo. City Staff completed this rate comparison on January 31, 2020.

The attached Residential Utility Rate Comparison was prepared using average monthly charges based on the following average monthly consumption amounts and other assumptions.

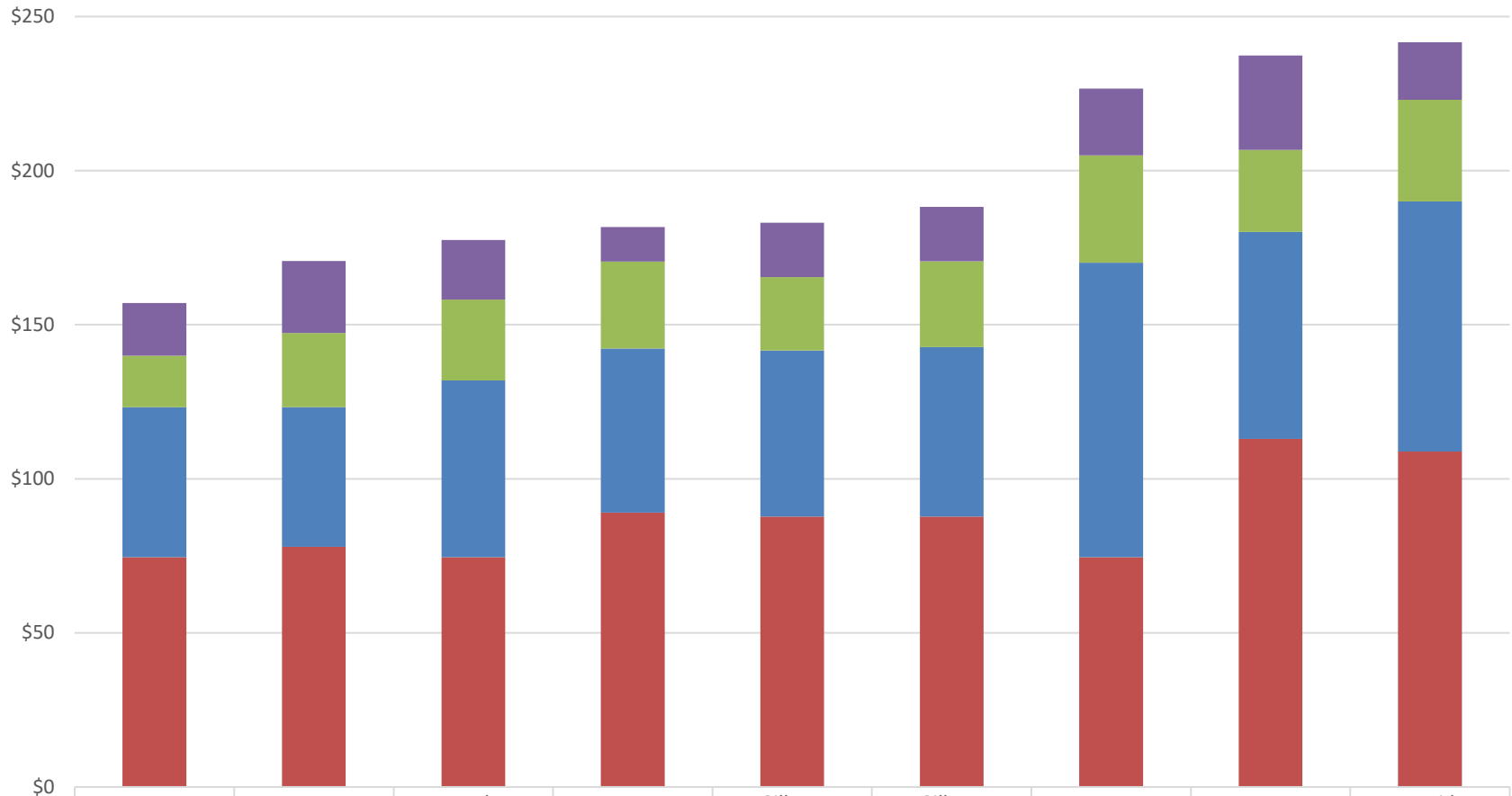
Power	750 kilowatt-hours per month
Water	1" water meter & 12,000 gallons per month
Sewer	1" water meter & 4,000 gallons per month
Solid Waste	weekly residential pick-up

The typical residential utility customer in the City of Gillette will see an average increase of 2.8% on their utility bill, or \$5.14 per month increase from \$183.08 per month (existing) to \$188.22 per month (proposed). Even with this proposed increase, Gillette Utility customers will continue to pay an average amount for these services when compared to Rapid City, Billings and other major Wyoming cities.

Recommendation and Next Steps

City Staff recommends the Fixed Charge increases as described within this memo be approved by the City Council to generate an additional \$187,350 for the Water (Distribution) Fund and an additional \$800,000 for the Sewer Fund for FY 20/21. City Staff will prepare an Ordinance, 1st Reading, with the proposed rate increases for consideration during the March 17, 2020 City Council Meeting. The effective date of the proposed rate increase will be May 1, 2020.

Utility Residential Rate Comparison (Monthly Average)



	Casper	Sheridan	Rock Springs	Billings	Gillette (current)	Gillette (proposed)	Laramie	Cheyenne	Rapid City
Total	\$157.07	\$170.70	\$177.48	\$181.74	\$183.08	\$188.22	\$226.63	\$237.35	\$241.71
Solid Waste	\$17.10	\$23.33	\$19.30	\$11.25	\$17.65	\$17.65	\$21.64	\$30.60	\$18.68
Sewer	\$16.69	\$24.09	\$26.26	\$28.19	\$23.78	\$27.82	\$34.88	\$26.67	\$32.99
Water	\$48.74	\$45.32	\$57.38	\$53.25	\$53.90	\$55.00	\$95.57	\$67.07	\$81.18
Power	\$74.54	\$77.96	\$74.54	\$89.05	\$87.75	\$87.75	\$74.54	\$113.01	\$108.86

■ Power
 ■ Water
 ■ Sewer
 ■ Solid Waste
 Total

Utility Residential Rate Comparison

2020	Casper	Sheridan	Rock Springs	Billings	Gillette (current)	Gillette (proposed)	Laramie	Cheyenne	Rapid City	Gillette (change)
Power	\$ 74.54	\$ 77.96	\$ 74.54	\$ 89.05	\$ 87.75	\$ 87.75	\$ 74.54	\$ 113.01	\$ 108.86	\$ -
Water	\$ 48.74	\$ 45.32	\$ 57.38	\$ 53.25	\$ 53.90	\$ 55.00	\$ 95.57	\$ 67.07	\$ 81.18	\$ 1.10
Sewer	\$ 16.69	\$ 24.09	\$ 26.26	\$ 28.19	\$ 23.78	\$ 27.82	\$ 34.88	\$ 26.67	\$ 32.99	\$ 4.04
Solid Waste	\$ 17.10	\$ 23.33	\$ 19.30	\$ 11.25	\$ 17.65	\$ 17.65	\$ 21.64	\$ 30.60	\$ 18.68	\$ -
Total	\$ 157.07	\$ 170.70	\$ 177.48	\$ 181.74	\$ 183.08	\$ 188.22	\$ 226.63	\$ 237.35	\$ 241.71	\$ 5.14

Average monthly charges based on the following assumptions:

Power - 750 kilowatt-hours per month

Water - 1" water meter & 12,000 gallons per month

Sewer - 1" water meter & 4,000 gallons per month

Notes:

1. Sheridan charges a mandatory \$3 Recycling Fee for all Solid Waste Customers. This amount is included in the Solid Waste total, above.
2. Laramie charges a mandatory \$4.48 Recycling Fee for all Solid Waste Customers. This amount is included in the Solid Waste total, above.
3. Rapid City charges a mandatory \$4.60 Recycling Fee for all Solid Waste Customers. This amount is included in the Solid Waste total, above.

Rural Electric (Powder River Energy Corp.) \$89.56 (effective Jan 2020)



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Wyoming, from R-2, Single and Two-Family Residential District to C-1, General Commercial District, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

BACKGROUND:

The owner is proposing to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District to C-1, General Commercial District. The property is located north of East 3rd Street and west of South Brooks Avenue.

The surrounding zoning is:

North – C-1, General Commercial

East – C-1, General Commercial

South – R-2, Single and Two-Family Residential

West – R-2, Single and Two-Family Residential

The owner is proposing to the rezone 0.16 acres of land located at 511 East 3rd Street. The property has a single-family home on it. With the application, a narrative was submitted stating,

“Bambi Smith is looking to purchase the property as a location to operate a daycare center. She has been a licensed provider in the state of Wyoming for ten (10) years now and is looking to expand her facility. She is currently operating from her home and limited to ten children and would love to open additional windows of opportunities for the children and families in the community. There is an obvious and identified shortage of licensed childcare facilities in Gillette with lengthy waiting lists for enrollment. She intends to meet all of the required changes for a commercial child care center per city guidelines. The purchase of the property is all contingent upon these zoning changes to fit her business needs.”

This zoning request is in line with the Comprehensive Plan, as the Future Land Use Plan calls for Commercial. This zoning meets the minimum size requires for the C-1, General Commercial District as it will merge with the surrounding C-1 district to the north and east; the C-1 district calls for a minimum district size of 4 acres and the current size of the district is 88.69.

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

- (1) Correct an obvious error, or
 - (2) Recognize changing conditions in the City
- The proposal to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District, to C-1, General Commercial District recognizes changing conditions. This case was approved by the Planning Commission during their March 10, 2020, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
No Attachments Available



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Wyoming, from R-2, Single and Two-Family Residential District to C-1, General Commercial District, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

BACKGROUND:

The owner is proposing to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District to C-1, General Commercial District. The property is located north of East 3^d Street and west of South Brooks Avenue.

The surrounding zoning is:

North – C-1, General Commercial

East – C-1, General Commercial

South – R-2, Single and Two-Family Residential

West – R-2, Single and Two-Family Residential

The owner is proposing to the rezone 0.16 acres of land located at 511 East 3^d Street. The property has a single-family home on it. With the application, a narrative was submitted stating,

“Bambi Smith is looking to purchase the property as a location to operate a daycare center. She has been a licensed provider in the state of Wyoming for ten (10) years now and is looking to expand her facility. She is currently operating from her home and limited to ten children and would love to open additional windows of opportunities for the children and families in the community. There is an obvious and identified shortage of licensed childcare facilities in Gillette with lengthy waiting lists for enrollment. She intends to meet all of the required changes for a commercial child care center per city guidelines. The purchase of the property is all contingent upon these zoning changes to fit her business needs.”

This zoning request is in line with the Comprehensive Plan, as the Future Land Use Plan calls for Commercial. This zoning meets the minimum size requires for the C-1, General Commercial District as it will merge with the surrounding C-1 district to the north and east; the C-1 district calls for a minimum district size of 4 acres and the current size of the district is 88.69.

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

- (1) Correct an obvious error, or
- (2) Recognize changing conditions in the City

The proposal to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District, to C-1, General Commercial District recognizes changing conditions. This case was approved by the Planning Commission during their March 10, 2020, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Wyoming, from R-2, Single and Two-Family Residential District to C-1, General Commercial District. Subject to all Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
<input type="checkbox"/> Planning Commission Minutes 3/10/2020
<input type="checkbox"/> Planning Requirements
<input type="checkbox"/> Vicinity Map
<input type="checkbox"/> Ordinance

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall
March 10, 2020

PRESENT

Commission Members Present: Chairman Jim Nielsen, Trevor Matson, Ted Jerred and Jennifer Tuomela

Commission Members Absent: Vice-Chair Reardon, Ryan Conklin, and Sheryl Martin

Staff Present: Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Sr. Administrative Assistant

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Ted Jerred to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of January 14, 2020. Trevor Matson seconded the motion. Motion carried 4/0.

20.003SFP-FINAL
PLAT-Lot 2D & 2E, Blk
1, Copper Ridge Estates
Ph. I

The owner, Norman and Kimberly Silbaugh, is proposing to subdivide .55 Acres of land located on Westover Road.

The property is located on the south side of the Westover Road. The lot is zoned R-2, Single and Two Family Residential District. To the south and east the properties are zoned R-S, Suburban Residential District and to the north, across Westover Road is Zoned R-4, Multi Family Residential and R-R, Rural Residential.

The proposed lots meet the minimum lot size and minimum width requirements.

Clark Sanders said there were seven calls from the public received by the Planning Division regarding the case. Some of the responses were opposed to the change, and others were indifferent to it and were just seeking information on the case.

Chairman Nielsen asked if there were any comments from the public regarding the case, and let those attending know this case was not to rezone the property, but to divide the existing lot into two lots.

Chad Richards, resident in Copper Ridge Estates Ph. I, was present and said he understood the lots could be used to build two-family townhomes, but thought they would be larger townhomes like those on Country Club Road, and said dividing the lots as proposed seemed like it would then be smaller town homes, like on West Hills Loops, and did not want that for his neighborhood. Chad Richards said there would be potential for smaller town homes being built if the lots were divided, and that would devalue his home. Chad Richards said that building small townhomes was not the original plan for the lots.

Chairman Nielsen said the case was to only divide the lot into two lots, and if anything is built that is yet to be determined. Clark Sanders said no plans had been received by the Planning or Building Inspection Divisions for anything being built on the property. Clark said as of now, a townhome could also be built with the current zoning of R-2, Single and Two Family Residential District.

Chad Richards said he and his family moved to Copper Ridge because it was a nice and quiet neighborhood, and does not like the direction it could go with the potential of this town home being built and potentially then the entire block being town homes.

Adam Maples, resident in Copper Ridge Estates Ph. I, was present and said the size of the lots when divided will determine the type of home that can be built on the lot, and thought dividing the lot would produce cookie-cutter duplexes all the way down the block. Adam Maples said in Copper Ridge are bigger, nicer homes, with many owners being blue collar workers who have paid a premium to have nice property and live better than what they grew up in, and didn't want the cookie-cutter homes in his back yard.

Alyssa Himle, resident in Copper Ridge Estates Ph. I, was present and said she was one of the first residents in Copper Ridge as her home on Huntington Drive was built in 2013. Alyssa Himle said she and her family had worked hard for their home, and have made many improvements on it since moving in. Alyssa Himle said multi-family homes affect property values of single family homes. Alyssa Himle said there would be a difference in the square footage of a town home being built on the property as it is now with 1,200 sq. ft. on the main floor versus a town home with 600 sq. ft. on the main floor if the property were to be divided. The size of town home on the lot would affect her home value she said.

Ted Jerred said the proposed townhome would be built on the entire lot, however for ownership purposes only, the lot is being divided. Ted Jerred said there would only be one town home built on the entire lot, rather than a town home being built on each of the divided lots.

Alyssa Himle said a townhome could potentially be rented, and a differently type of renter would potentially be there given the size and monthly rental price of the property. Ted Jerred said that a townhome, if the lot were to be stay the same size, could also be rented. Alyssa Himle said she has two small children and with a townhome it may mean minimal driveways and would cause cars parked all down the street. Chairman Nielsen said Westover Road was a main collector street with no on-street parking being allowed on major collector street. Alyssa Himle said her main concern was who was going to be living there and what it will do to her property investment.

Adam Maples said the lot would be half its size, and thought dividing

the lots would give a straight path for all the vacant lots on the block to be townhomes. Chad Richards said the proposal sounded like affordable homes would be built on the lots.

Ted Jerred said dividing the lots would be only so two different people could own half of the townhome, rather than one owner with the second townhome being rented. Trevor Matson said currently the exact same town home could be built on one single lot, but with the proposed divided lot, the same townhome could be owned one-half by a family, and one-half by another family. Trevor Matson said it had nothing to do with the size of the property, and being left the size it is now would be more of a guarantee there would be a renter as there could only be one owner, and the other unit would then need to be rented out. Splitting the property and having the shared wall of the townhome on the property line would allow two separate owners and less likelihood of a renter of either of the properties, he said. Trevor Matson said each lot can only be split one time, so the townhomes would not be right next to each other if more were to be built with this current setup.

Brandie Summerall, resident in Copper Ridge Estates Ph. I, was present and asked if all 11 vacant lots were going to be subdivided, which could mean 22 houses being built she said. Brandie Summerall said her main concern was a church would potentially be built in the neighborhood, there are group mailboxes, and that was the only place for kids living there to ride their bikes and scooters in that area. Plus more people coming in will cause more congestion and safety on the street, she said.

Chairman Nielsen asked if there was an easement on the property, and Clark Sanders said there was. Chairman Nielsen asked how large a house could be built on the proposed divided lot with the existing easement, and Clark Sanders said while he couldn't give an exact number, with the lot being ½ acre it could be fairly large. Chairman Nielsen said the lot was twice the size of his, also located in the Westover Subdivision.

Ted Jerred said he would have wanted the applicant to be present at the meeting.

Trevor Matson made a motion to approve the case. Ted Jerred seconded the motion. Motion carried 3/1.

Ted Jerred said this case will go before the City Council for final approval on March 17, 2020.

Brandie Summerall asked the Commission if they lived in the area and their children were playing on the street, would they feel it was a safety concern. Ted Jerred said Westover Road is an arterial street and was designed for heavier traffic. Brandie Summerall asked if this lot is allowed to be divided, how do you not let the other vacant lots be divided as well, which could mean townhomes down the entire block.

Adam Maples said while it was likely a townhome could be built and would have an owner and renter in the two units, it would be more likely to be a single-family home to be built on the lot if it were left as is and not divided.

20.002Z-ZONING MAP
AMENDMENT-511 E.
3rd St

The owner, Gerey Dillinger, is proposing to rezone 0.16 acres of land located north of East 3rd Street and west of South Brooks Avenue at 511 East 3rd Street from R-2, Single and Two-Family Residential District to C-1, General Commercial District.

This zoning request is in line with the Comprehensive Plan, as the Future Land Use Plan calls for Commercial. This zoning meets the minimum size requires for the C-1, General Commercial District as it will merge with the surrounding C-1 district to the north and east; the C-1 district calls for a minimum district size of 4 acres and the current size of the district is 88.69.

The proposal to rezone 0.16 acres of land from R-2, Single and Two-Family Residential District, to C-1, General Commercial District recognizes changing conditions.

Meredith Duvall said there were five inquiries from the public received by the Planning Division regarding the case, and all were general inquiries only with no objections to the rezoning.

Chairman Nielsen asked if there were any comments or questions from the Commission or public on the case.

Bambi Smith was present and said she was the potential buyer looking to rezone the property. Bambi Smith said she wanted to move her daycare business out of her house, and has been looking for a new place since she cannot rezone her house to accommodate more than 10 children in her daycare.

Ted Jerred asked if the location accommodated the need for the required two off-street parking spaces, and Bambi Smith she had spoken to the Planning Division and had gotten ideas of what could be done to accommodate for the spaces.

There being no further comments or questions, Ted Jerred made a motion to approve the case. Trevor Matson seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be no meeting on March 24, 2020, and there will be a meeting on April 14, 2020.

Chairmain Nielsen said this was possibility his last meeting as he would be moving out of town. The staff and rest of commissioners thanked

Chairman Nielsen for his service on the Planning Commission, as well as other numerous boards throughout the years.

ADJOURNMENT

The meeting adjourned at 7:34 p.m.

Minutes taken and prepared by Jill McCarty, Sr. Admin Assistant.

DRAFT

Planning Requirements

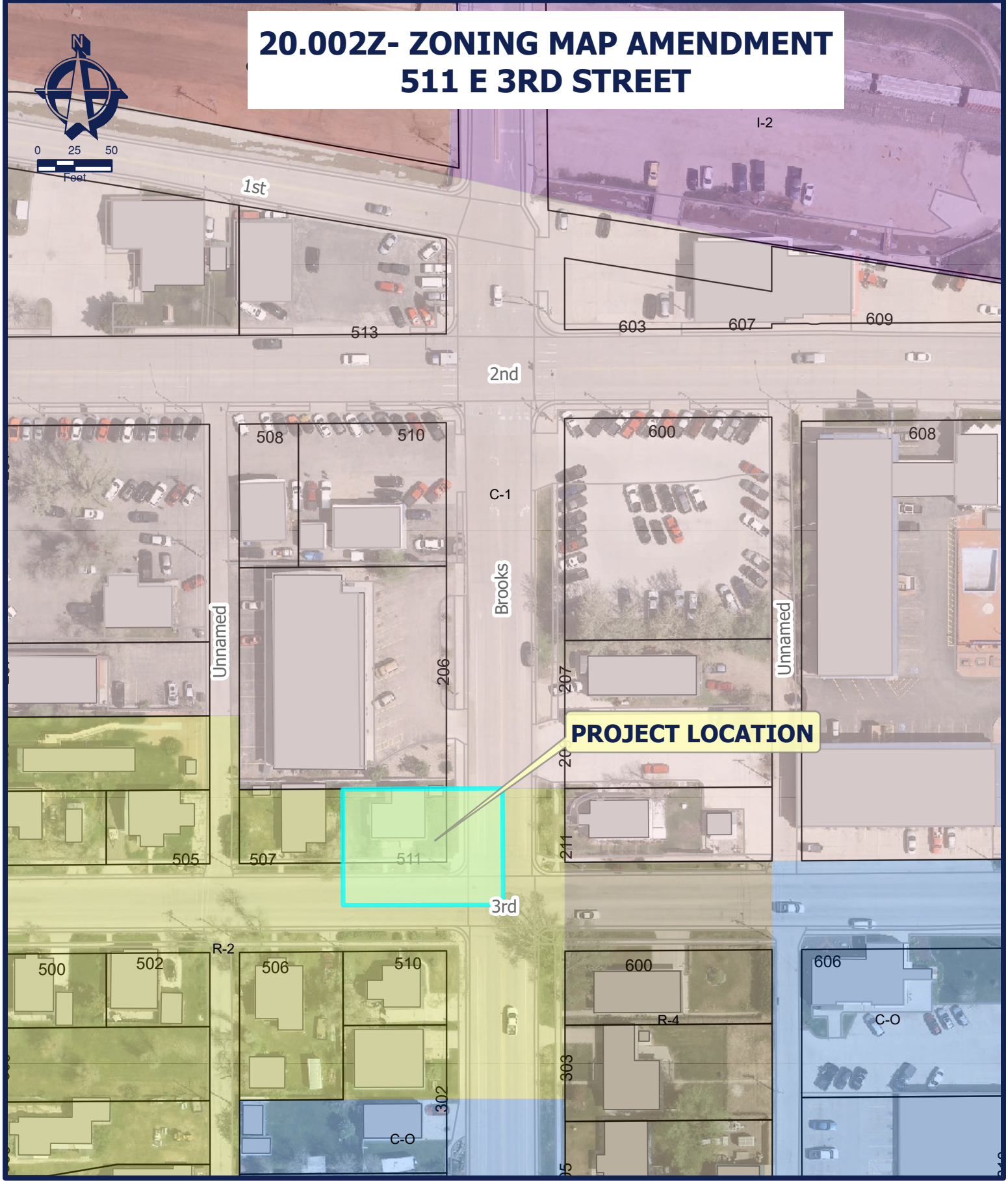
20.002Z

Zoning Map Amendment - 511 E. 3rd St.

The Planning Requirements are as follows:

If rezone is approved and a commercial daycare is located at this location, the operators of the daycare will need to comply with current Building Codes, Planning Codes, Engineering Codes, and the Department of Family Services regulations.

20.002Z- ZONING MAP AMENDMENT 511 E 3RD STREET



CITY OF GILLETTE

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

2/21/2020 8:54 AM

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

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

ORDINANCE NO.

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

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

Section 1. Legal Description

Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, Campbell County, Wyoming, as recorded in Book 1 of Plats, Page 17 of the Campbell County Clerks records.

Said parcel contains 0.16 acres more or less.

Section 2. Zoning Amendment

The Zoning of property legally described as Lot E9, Block 9, Keeline Addition Subdivision, City of Gillette, is hereby amended from R-2, Single and Two-Family Residential District to C-1, General Commercial District per the attached Exhibit "A" Map.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Publication Date:



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

A Public Hearing for the Transfer of Restaurant Liquor License RST-07 from Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, to American Pizza Partners, L.P., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, with an Effective Date of April 1, 2020.

BACKGROUND:

The Wyoming Liquor Division notified the City of a discrepancy with the Pizza Hut Liquor License. Over 20 years ago, our local Pizza Hut, owned by American Pizza Partners, LP, was advised by the Wyoming Excise Tax Division to obtain a liquor license under Pizza Hut of Gillette, Inc., and operate the restaurant under American Pizza Partners, LP. (From that time to current, they have paid sales tax for food sales under American Pizza Partners, LP, and sales tax for the alcohol under Pizza Hut of Gillette, Inc.) Both entities have the same corporate members. The WLD recently made this realization, and required the transfer of the liquor license to American Pizza Partners, LP, to rectify the situation. Because the City is in the "blackout" period for transferring licenses, the transfer will take effect on April 1, 2020.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

- [Application](#)
- [Dispensing Room Diagram](#)
- [Food Service Permit](#)
- [Transfer Authorization Letter](#)
- [Public Hearing Notice](#)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk		Local License #: <u>RST-07</u>
License Fees	Annual Fee: \$ _____	Date filed with clerk: <u>2 / 20 / 2020</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Weeks)
	Transfer Fee: \$ <u>100.00</u>	<u>2/26/2020</u> & <u>3/4/2020</u>
	Publishing Fee: \$ <u>65.00</u>	Hearing Date: <u>3 / 17 / 2020</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>04 / 01 / 2020</u> Through <u>03 / 31 / 2021</u>	
	Month Day Year	Month Day 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: American Pizza Partners, LP

Trade/Business Name (dba): Pizza Hut

Building to be licensed/Building Address: 1711 W 2nd St
Number & Street

Gillette WV 82716 Campbell
City State Zip County

Mailing Address: 7700 E Polo Dr
Number & Street or P.O. Box

Wichita Ks 67206
City State Zip

Business Telephone Number: 316) 634-1190 Fax Number: 316) 634-1662

E-Mail Address: debbiep@restmgmt.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 1A, Block 1, West Valley Subdivision, Commercial

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF: <u>Gillette</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input checked="" type="checkbox"/> TRANSFER OWNERSHIP	<input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: <u>Pizza Hut of Gillette, Inc.</u>		<input type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input checked="" type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
<input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec from Mon to Sun from Sun-Thur 11a-10p to Fri-Sat 11a-11p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

- (1) **OWN** the licensed building? YES (own) YES (lease)
- (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)

If Yes, please submit a copy of the lease and indicate:

- (A) When the lease expires, located on page _____ paragraph _____ of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
- If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hal W McCoy	4-20-45	13818 E 13th Wichita Ks 67230	316 634-1190	33	52.00	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Hal W McCoy II	7-22-67	33 Mission Wichita Ks 67206	316 634-1190	33	15.40	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Terry Freund	5-28-55	2306 N Roughcreek Derby Ks 67037	316 634-1190	33	3.10	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 3' x 3' room on west side of building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) YES NO
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) 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

13. LIMITED RETAIL (CLUB) 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

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

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

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with 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 Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

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.

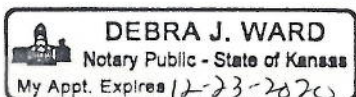
~~STATE OF WYOMING~~)
KANSAS) SS.
COUNTY OF SEDBWICK)

Signed and sworn to before me on this 18th day of Feb., 2020

that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|------------------------------------|---------------------------------------|--|
| 1) | <u>Hal W McCloy</u>
(Signature) | <u>Hal W McCloy</u>
(Printed Name) | <u>Chairman</u>
Title |
| 2) | <u>Terry Freund</u>
(Signature) | <u>Terry Freund</u>
(Printed Name) | <u>Vice President / Secretary</u>
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

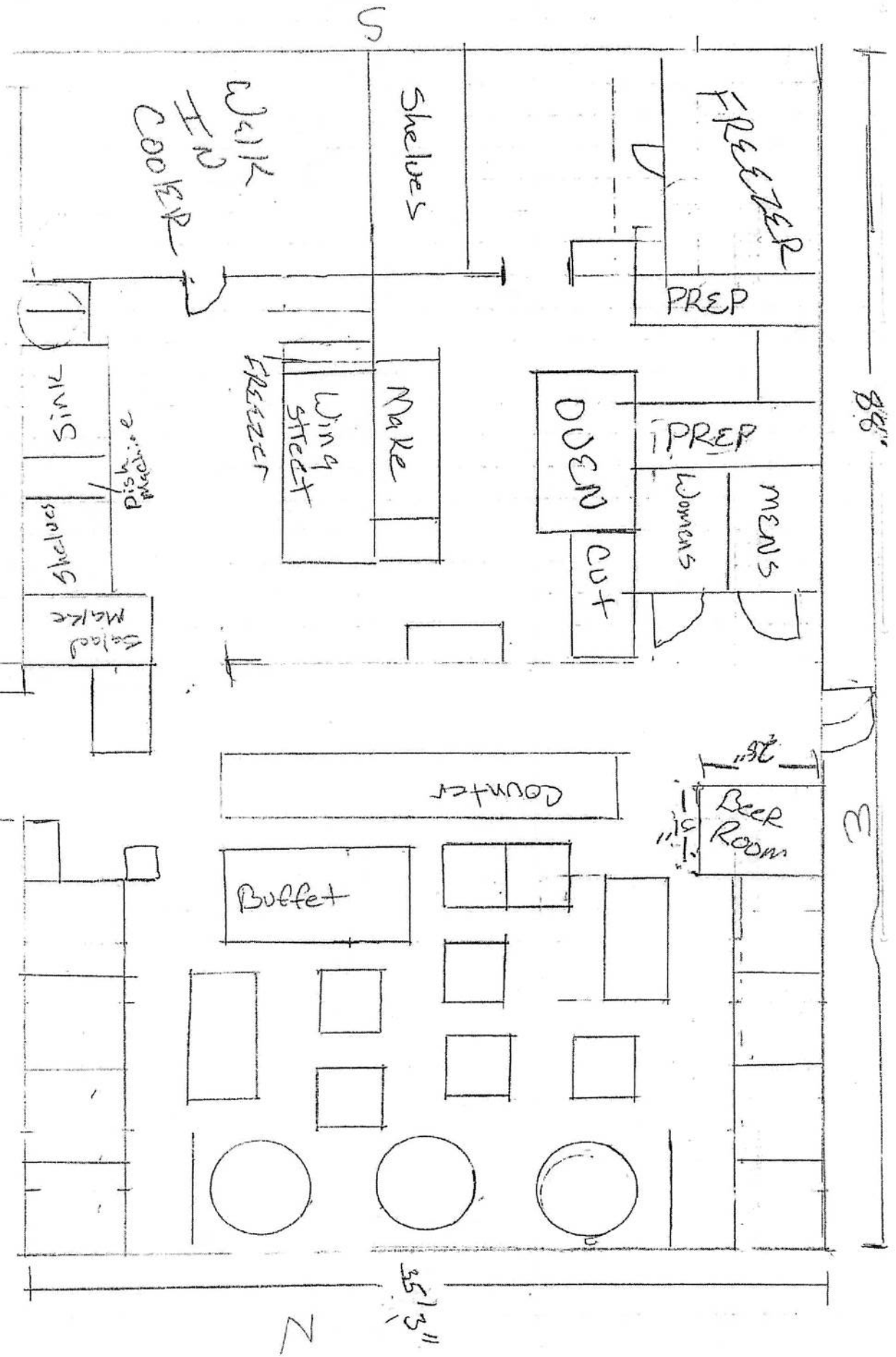
Witness my hand and official seal:



(SEAL)

Debra J. Ward
Signature of Notary Public

My commission expires: 12-23-2020



PIZZAHUT BUILDING CTB
 1711 W 56th St
 OCC 78



Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 6476

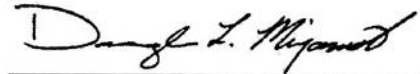
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

AMERICAN PIZZA PARTNERS L.P.
1711 W 2ND
GILLETTE, WY 82716

EXPIRATION DATE:
6/30/2020

AMERICAN PIZZA PARTNERS L.P.
AMERICAN PIZZA PARTNERS L.P.
7700 E POLO DR
WICHITA, KS 67206



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

Pizza Hut of Gillette, Inc.

7700 E Polo Drive • Wichita, Kansas 67206
(316) 634-1190

February 19, 2020

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

Re: Pizza Hut 1711 W. 2nd Street – Restaurant Liquor License Transfer of Ownership

Dear City Council,

I, Terry Freund, Vice President and Secretary of Pizza Hut of Gillette, Inc., authorize the transfer of the liquor license from Pizza Hut of Gillette, Inc. to American Pizza Partners, LP.

Thank you.

Sincerely,



Terry Freund
Vice President/Secretary

NOTICE OF APPLICATION FOR
TRANSFER OF RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 20th day of February 2020, American Pizza Partners, LP, filed an application for the transfer of a restaurant liquor license in the office of the City Clerk of the City of Gillette to the following described place, 1711 W 2nd Street, Gillette, WY 82716, and protests if any there be against the approval of such transfer will be heard at the hour of 7:00 p.m., March 17, 2020, 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 20th day of February, 2020

Cindy Staskiewicz, City Clerk

Publish: February 26, 2020
 March 4, 2020



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

www.gillettewy.gov

DATE: 4/7/2020 7:00:00 PM

SUBJECT:

Council Consideration for the Transfer of Restaurant Liquor License RST-07 from Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, to American Pizza Partners, L.P., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, with an Effective Date of April 1, 2020.

BACKGROUND:

The Wyoming Liquor Division notified the City of a discrepancy with the Pizza Hut Liquor License. Over 20 years ago, Pizza Hut, owned by American Pizza Partners, LP, was advised by the Wyoming Excise Tax Division to obtain a liquor license under Pizza Hut of Gillette, Inc., and operate the restaurant under American Pizza Partners, LP. (From that time to current, they have paid sales tax for food sales under American Pizza Partners, LP, and sales tax for the alcohol under Pizza Hut of Gillette, Inc.) Both entities have the same corporate members. The WLD recently made this realization, and required the transfer of the liquor license to American Pizza Partners, LP, to rectify the situation. Because the City is in the "blackout" period for transferring licenses, the transfer will take effect on April 1, 2020.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of the Transfer of Restaurant Liquor License RST-07 from Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, to American Pizza Partners, L.P., d.b.a. Pizza Hut, Located at 1711 W 2nd Street, with an Effective Date of April 1, 2020.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Click to download](#)

No Attachments Available