CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E 5TH ST.
CITY OF GILLETTE
Tuesday, December 3, 2024
6:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. **Invocation and Pledge of Allegiance**
2. **Christmas Songs - *Gillette Chamber Singers***

C. Approval of General Agenda.

D. Approval of Consent Agenda.

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

1. **Minutes**
   a. **Regular Meeting Minutes - November 19, 2024**
2. **Other - Consent**
3. **Ordinance 3rd Reading - Consent**
4. **Ordinance 2nd Reading - Consent**
   a. **An Ordinance to Amend the Gillette City Code, to Adopt and Amend the 2024 Editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Code, the International Fire Code, and the International Existing Building Code.**
      Staff Reference: Sean Brown, City Attorney
   b. **An Ordinance Approving and Authorizing the Vacation of a 20-Foot-Wide Public Access Easement Recorded in Book 1457 of Photos, Page 475-477 by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 7/0)**
      Staff Reference: Ry Muzzarelli, P.E., Development Services Director
   c. **An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for 0.96 Acres Along Force Road, City of Gillette, Campbell County, Wyoming from R-S, Suburban Residential District, to C-1, General Commercial District, Per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 7/0)**
      Staff Reference: Ry Muzzarelli, P.E., Development Services Director
5. **Bills and Claims**
   a. **Bills and Claims**
      Staff Reference: Michelle Henderson, Finance Director

E. Approval of Conflict Claims.

F. Comments.

1. **Council**
2. **Liaison Reports**
3. **Written**
4. **Other - Comments**

   a. **Recognition of the City of Gillette 2024 3rd Quarter P.R.I.D.E. Award Recipient, Scott Ostlund, Streets Manager.**

   Staff Reference: Michael H. Cole, City Administrator

G. Unfinished Business.

1. **Ordinance 2nd Reading.**

   a. **An Ordinance Establishing Zoning Regulations for Land Use, Building Location, Height, Bulk, Density, and Surrounding Areas; Dividing the City into Districts; Adopting a Zoning Map; Defining Relevant Terms; Creating a Board of Adjustments and a Planning Commission; and Amending Ordinance No. 979 and all Amendments Thereto Commonly Known as the "Zoning Code." (Planning Commission Vote: 4/0)**

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

2. **Ordinance 3rd Reading.**
3. **Other.**

   a. **Council Consideration of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road. (During the November 5th council meeting, a public hearing was held for this Item. City Council took action to postpone consideration until the December 3rd Council meeting)**

   Staff Reference: Jennifer Toscana, Public Affairs Director

H. New Business.

1. Presentations

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

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

   b. **Chapter 11 Follow-Up**

   Staff Reference: Sean Brown, City Attorney

2. Minute Action

   a. **Council Consideration for the Acceptance of the Council of Community Services Office Remodel and Telecommunications Improvements Project, Installed by Hladky Construction, Inc., in the Amount of $496,358.59.**

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

   b. **Council Consideration of a Contract Amendment for Construction Management and Contract Administration Services Related to the Enzi Practice Field Improvements Project with PCA Engineering, Inc., in the Amount of $112,200.00.**

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

   c. **Council Consideration to Approve the Amended Professional Services Agreement for the City Hall Interior Renovation / Chiller Plant projects to Arete Design Group, from the amount of $346,780 to the amount of $435,800.**

   Staff Reference: Sawley Wilde, Public Works Director

   d. **Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the Sutherland Subdivision Mill and Overlay Project, with WWC Engineering, in the Amount of $75,000 (1% Project).**

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

e. **Council Consideration of a Quote Award for the Abatement of 712 Beech Street, to Oedekoven Excavating and Construction, LLC., in the Amount of $45,000.00.**

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

f. **Council Consideration of a Pre-Construction Services Agreement with Sletten Construction, to be the Construction Manager at Risk (CMAR) for the Wastewater Treatment Plant Phase II Project in the Amount of $263,450.00.**

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

g. **Council Consideration of a Bid Award for the Allen Avenue Reconstruct and Drainage Project to Dan Hart Patrol, LLC, in the Amount of $1,911,977.14 (1% Project).**

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

3. **Ordinance 1st Reading.**

4. **Appointments**

I. Public Hearings and Considerations

1. **A Public Hearing to consider an Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.**

Staff Reference:

2. **An Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.**

Staff Reference: Sean Brown, City Attorney

3. **A Public Hearing to consider an Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.**

Staff Reference:

4. **An Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.**

Staff Reference: Sean Brown, City Attorney

J. Public Comment

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

a. **Council Meeting Safety & Public Meeting Rules**

Staff Reference:

K. Administrator's Report

L. Executive Session

M. Adjournment

City Council Meeting Comment Form

MAYOR

Shay Lundvall

COUNCIL MEMBERS BY WARDS

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

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

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Invocation and Pledge of Allegiance

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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No Attachments Available

CITY OF GILLETTE
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DATE: 12/3/2024 6:00:00 PM

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Christmas Songs - *Gillette Chamber Singers*

BACKGROUND:

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Regular Meeting Minutes - November 19, 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
Meeting Minutes 11.19.2024

A regular meeting of the City Council was held on Tuesday the 19th day of November 2024, in the City Hall Council Chambers.

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

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Reverend Phil Jones of Roadway Alliance Church.

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – November 5, 2024

Ordinance 3rd Reading

ORDINANCE NO. 4051
AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 4 OF BLOCK 8, THIRD ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT PER THE ATTACHED EXHIBIT. SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Bills and Claims

Absolute Auto, LLC, 199.85; Advanced Traffic Products Inc, 6,541.15; Agosto Holdings, LLC, 3,492.38; Airgas Usa, LLC, 9,899.00L Alsco, 1,216.89; Anixter Power Solutions, 129,377.03; Architectural Specialties LLC, 1,075.54; Arete Design Group, 7,341.59; Arrow Printing And Graphics Inc, 120.00; Atlas Office Products, 474.32; Best Best & Krieger LLP, 10,187.52; Big Horn Tire Inc, 5,348.10; Bighorn Hydraulics Inc, 19.03; Black Hills Energy, 32.79; Black Hills Wyoming LLC, 4,391.28; Blue Cross Blue Shield of Wyoming, 100,412.52; Blue Cross Blue Shield of Wyoming, 98,227.41; Bomgaars Supply, 867.78; Border States Electric, 7,917.90; Brenntag Pacific, Inc, 14,816.00; Campbell County Sheriff, 3,100.00; CBH Co-Op, 62,013.30; CenturyLink, 2,739.09; Commercial Door & Specialties, 5,807.27; Computershare Trust Company, N.A., 2,000.00; Consolidated Engineers Inc, 17,291.19; Craig Furman, 150.00; Crescent Electric Supply, 3,183.53; Crum Electric Supply Company, 94,098.22; Dan Hart Patrol Service, LLC, 333,672.15; Dana Kepner Company Inc, 48,176.71; Dana Safety Supply, 92,533.00; Deere & Company, 10,448.87; Dooley Oil, Inc, 3,684.29; DRM Inc, 2,879.00; Edi Mendoza, 9,300.00; Employment Testing Center of Wyoming, 350.00; Energy Laboratories Inc, 1,181.70; Everbridge Inc, 19,134.24; Ferguson Enterprises, Inc #1116, 182.50; First Class Auto, 12,420.54; First National Bank of Gillette, 61,347.96; First State Back, Division of Glacier Bank, 17,561.69; Galls, An Aramark Company, 870.32; Gillette Contractors Supply Inc, 7,625.25; Global Payments Inc, 583.33; HD Supply Inc, 1,573.54; HDR Engineering Inc, 130,587.20; Hot Iron, 667,926.66; Hotline Electrical, 500.00; Hughes Fire Equipment, Inc., 130.18; Interstate Engineering, Inc, 28,107.76; Jack's Truck Center Inc, 1,270.07; JDY Equipment Corporation, 6,163.00; Joe Johnson Equipment, LLC, 1,679.15; KLJ Engineering LLC, 24,169.17; Kone Inc, 2,064.12; Kris Hunter, 200.00; Ladonna Hatch, 180.00; Liz Thrailkill, 250.00; Makala Newman, 100.00; Manpower Us Inc, 1,337.87; MCM General Contractors, 64,124.55; Mg Oil Company, 204.18; Midland Implement Co Inc, 312.00; Midtown Management LLC, 355.00; Mii Life Insurance, Incorporated, 538.99; Mii Life Insurance, Incorporated, 998.04; Morrison Maierle Inc, 58,799.15; Motorola Government Markets Sales, 91,374.43; Nathan G Steiner, 2,452.50; Newman Signs Inc, 2,322.00; News Record, 8,193.45; Norco Inc, 6,585.90; Online Information Services Inc, 349.68; Outpost24 Inc, 4,388.59; Paintbrush Sewer & Drain, 4,614.15; PCA Engineering Inc, 38,900.51; Phil Gonzales, 3,690.00; Postal Pros Southwest Inc, 2,425.88; Powder River Construction, 1,046,051.63; Powder River Heating & Conditioning Corporation, 700.00; Pro Windmill Inc, 615.00; ProElectric Inc, 5,301.67; Railroad Management Co LLC, 417.05; Rapid Fire Protection Inc, 1,120.00; Record Supply Inc Napa, 934.05; Record Supply Inc Napa, 6,659.73; Regulatory Software Services, 948.00; Rms Instrument & Electrical, LLC, 1,800.00; Rms Instrument & Electrical, LLC, 10,750.36; Rocked Co LLC, 500.00; Ryan McCaffrey, 11,975.00; S & S Builders, 119,559.57; Security State Bank, 35,101.14; Selby's, 11,000.00; Shi International Corp, 12,733.42; Silver Nail Construction, LLC, 10,680.00; Simon Contractors, 950.42; Simon Contractors, 1,321.29; Source Office Products, 391.50; Spencer Fluid

Power, 1,161.58; SportsField Specialties, 1,535.00; State Of Wyoming Office of The Attorney General, 80.00; Stuart C. Irby Co, 2,162.19; Sulzer Ems Inc, 1,500.00; Summit Supply Corporation, 242.25; Terry Sjolin, 300.00; Thomson West, 632.86; Thunder Basin Ford LLC, 685.44; Torgerson's, LLC, 98.81; Tr Consulting Services LLC, 56,400.00; Traffic & Parking Control Company, 1,597.50; Transource Truck & Equipment, 36,565.25; Tw Enterprises Inc, 610.00; United Central Industrial Supply Co, 607.11; Verdunity, 36,697.50; Verizon Wireless, 1,812.88; Visionary Communications, 1,092.96; Warm - Liability Pool, 478.05; Warm Property Pool, 1,570.98; Waste Connections of Wyoming, 529.40; Weisheimer Law, LLC, 1,000.00; Western Stationers, 1,572.35; Western Waste Solutions Inc, 6,877.00; White's Frontier Motors, 1,310.48; WWC Engineering, 59,964.15; Wyoming Center For Clinical Excellence, 200.00; Wyoming Cooperative Liquid Assets Securities, 175.00; Wyoming Cooperative Liquid Assets Securities, 0.02; Wyoming Mechanical Supply, 105.66; Wyoming Secretary of State, 120.00; Wyoming State Board of Veterinary Medicine, 100.00; Xerox Corporation, 21.27.

Councilmember West made a motion to approve the Consent Agenda; seconded by Council President Carsrud. All voted aye. The motion carried.

Comments

Council

Councilmember Gross informed the public that Wyoming PBS will be filming a movie called State of Mind – Miner's Light that features people in Wyoming. The screening will be held at the Gillette College Presentation Hall.

Council President Carsrud congratulated his niece on the arrival of her new baby boy.

Liaison Reports

Councilmember Simonson stated that the majority of the Fire Board attended the Community BBQ to celebrate the end of fire season and to thank the community for all their work during the fire season this year. Simonson added that the Fire Board officially adopted their new mission statement, and accepted a bid towards the design of Phase I of the new Fire Training Station.

Councilmember West explained that neighboring communities are struggling to obtain home insurance due to the recent fires.

Councilmember Gross stated that the Land Board held a workshop to help generate ideas to increase revenue at the Cam-Plex due to the failed vote of the 1% tax on the recent ballot. Gross continued to list the new officers on the Land Board and their titles.

Other – Comments

Toni Brown and Cadets with the Civil Air Patrol informed council of recent events the cadets had been involved in as well as upcoming opportunities. Mayor Lundvall then proclaimed December 14, 2024, as *Wreaths Across America Day*.

The Mayor and Council recognized the 2024 Christmas Pin Contest winner, Abigail Galarneau of Lakeview Elementary School and her art teacher, Ms. Amanda Chism.

New Business

Minute Action

Council President Carsrud made a motion to approve Public Improvements for the Twin Spruce Alley Sewer Replacement Project completed by DRM, in the Amount of $476,607.49 (1% Project); seconded by councilmember Montgomery. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of Public Improvements for the McCann Heights Reconstruction Project, completed by Hot Iron, Inc., in the Amount of $2,269,918.86 (1% Project); seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember Gross made a motion for the Acceptance of Public Improvements for the L & H Alley Reconstruction Project completed by Iron Mountain Concrete, in the Amount of $89,136.15 (1% Project); seconded by councilmember West. All voted aye. The motion carried.

Councilmember Simonson made a motion for the Acceptance of Public Improvements for the 2024 Demo City Lots Project completed by LJS Concrete & Excavating, LLC, in the Amount of $115,500.00; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Bid Award for the Irrigation Central Control Improvements Project: Phase 2 to Hladky Construction, Inc., in the Amount of $2,236,758.38 (1% Project); seconded by councilmember Gross. Administrator Cole stated that this item is for the completion of the remaining parks and open spaces irrigation control projects that were not completed this past year. All voted aye. The motion carried.

Councilmember West made a motion to approve a Contract Award for the Providence Crossing Park Irrigation Project to G&G Landscaping, Inc., in the Amount of $130,000.00; seconded by Council President Carsrud. Administrator Cole expressed that funds were previously appropriated to replace the drainage at this park, but there were not enough funds at the time to complete the irrigation system. Cole added additional information before concluding with staff recommendation to accept the base bid only. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Professional Services Change Order for the Gillette Regional Water Supply Project - Phase IV Fox Ridge Watermain Project to Dowl, for Construction Management Services in the Amount of $58,780.00: seconded by councilmember West. Administrator Cole reviewed the history of the project and the reason for the increased amendment. All voted aye. The motion carried.

RESOLUTION NO. 2891
A RESOLUTION ESTABLISHING A POLICY FOR THE COLLECTION AND REIMBURSEMENT OF REVENUE RECEIVED FROM METERED CONSUMPTION FOR WATER, SEWER AND ELECTRIC SERVICES

Councilmember West made a motion to approve the foregoing Resolution; seconded by Council President Carsrud. Administrator Cole explained that this Resolution is for the City Administrator to make decisions on how to proceed if a meter malfunctioned and a customer has been over or under billed. All voted aye. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 25-03
AN ORDINANCE TO AMEND THE GILLETTE CITY CODE, TO ADOPT AND AMEND THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL CODE, THE INTERNATIONAL FIRE CODE, AND THE INTERNATIONAL EXISTING BUILDING CODE

Councilmember Gross made a motion to approve the foregoing Ordinance on First Reading; seconded by councilmember West. Attorney Brown presented an overview of the proposed Ordinance changes. All voted aye. The motion carried.

ORDINANCE NO. 25-04
AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF A 20-FOOT-WIDE PUBLIC ACCESS EASEMENT RECORDED IN BOOK 1457 OF PHOTOS, PAGE 475-477 BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 7/0)

Councilmember Simonson made a motion to approve the foregoing Ordinance on First Reading; seconded by councilmember West. Administrator Cole presented an overview of the proposed Ordinance changes. All voted aye. The motion carried.

ORDINANCE NO. 25-05
AN ORDINANCE AMENDING AND REPLACING CHAPTER 10 OF THE GILLETTE CITY CODE REGARDING LICENSES AND PERMITS

Councilmember Gross made a motion to approve the foregoing Ordinance on First Reading; seconded by Council President Carsrud. Attorney Brown presented an overview of the proposed Ordinance changes. All voted aye. The motion carried.

ORDINANCE NO. 25-06
AN ORDINANCE TO AMEND CHAPTER 11, SECTIONS 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, AND 11-26 OF THE GILLETTE CITY CODE

Council President Carsrud made a motion to approve the foregoing Ordinance on First Reading; seconded by councilmember Gross. Attorney Brown presented an overview of the proposed Ordinance changes. All voted aye. The motion carried.

Mayor Lundvall declared a 5-minute break at 7:42 p.m. The meeting resumed at 7:48 p.m.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing for an Ordinance Establishing Zoning Regulations for Land Use, Building Location, Height, Bulk, Density, and Surrounding Areas; Dividing the City into Districts; Adopting a Zoning Map; Defining Relevant Terms; Creating a Board of Adjustments and a Planning Commission; and Amending Ordinance No. 979 and all Amendments Thereto Commonly Known as the "Zoning Code." (Planning Commission Vote: 4/0). Hearing no public comments, Mayor Lundvall closed the Public Hearing.

ORDINANCE NO. 25-07
AN ORDINANCE CREATING ZONING REGULATIONS RESTRICTING THE USE OF LAND AND THE USE AND LOCATION OF BUILDINGS AND STRUCTURES; REGULATING AND RESTRICTING THE HEIGHT AND BULK OF BUILDINGS AND STRUCTURES AND DETERMINING THE AREA OF YARDS, COURTS, AND OTHER PLACES SURROUNDING THEM; REGULATING AND RESTRICTING THE DENSITY OF POPULATION; DIVIDING THE CITY INTO DISTRICTS FOR SUCH PURPOSES; ADOPTING A MAP OF THE CITY SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS; DEFINING TERMS USED IN SAID ORDINANCE; ESTABLISHING A BOARD OF ADJUSTMENTS; PROVIDING FOR CHANGES AND AMENDMENTS TO THE SAID REGULATIONS ESTABLISHING A PLANNING COMMISSION; AND AMENDING ORDINANCE NO. 979 AND ALL AMENDMENTS THERETO COMMONLY KNOWN AS THE "ZONING CODE"

Councilmember McLeland made a motion to approve the foregoing Ordinance on First Reading; seconded by councilmember Simonson. Director Muzzarelli presented the history, current and past development history, reasons for the rewrite, and answered council questions. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for 0.96 Acres Along Force Road, City of Gillette, Campbell County, Wyoming from R-S, Suburban Residential District, to C-1, General Commercial District, Per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 7/0). Hearing no public comments, Mayor Lundvall closed the Public Hearing.

ORDINANCE NO. 25-08
AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR PARCEL NO. 20140221161031033263l, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, TO C-1, GENERAL COMMERCIAL DISTRICT, PER THE ATTACHED EXHIBIT, SUBJECT TO ALL PLANNING REQUIREMENTS

Council President Carsrud made a motion to approve the foregoing Ordinance on First Reading; seconded by councilmember West. Administrator Cole informed council that the applicant wishes to rezone the parcel as Commercial just like the property that is adjacent to it. All voted aye. The motion carried.

Public Comment

Jack Clary of Ward II questioned if the City is ready to present the financial findings from the Camporee event this past August.

Administrator's Report

Administrator Cole wished everyone a Happy Thanksgiving.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:25 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, December 3, 2024, in the City Hall Council Chambers.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: November 26, 2024

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance to Amend the Gillette City Code, to Adopt and Amend the 2024 Editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Code, the International Fire Code, and the International Existing Building Code.

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

Every three (3) years, the ICC Codes are updated. The State adopted the new 2024 Codes on June 28, 2024. These Code updates were brought to the Board of Examiners which voted unanimously to approve the adoption. The City of Gillette is planning on adopting and implementing the new Codes on January 2, 2025 to remain current with the State.

This ordinance adopts the 2024 Editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Code, the International Fire Code, and the International Existing Building Code. In addition, it adjusts the various exceptions that have been approved in the past to each of those codes to take into account any new language and the renumbering of existing sections.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of the Ordinance to Amend the Gillette City Code, to Adopt and Amend the 2024 Editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Code, the International Fire Code, and the International Existing Building Code.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
Ordinance

Chapter 5 Updated Version

ORDINANCE NO. ____

AN ORDINANCE TO AMEND CHAPTER FIVE OF THE GILLETTE CITY CODE TO ADOPT AND AMEND THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL FIRE CODE, AND THE INTERNATIONAL EXISTING BUILDING CODE

WHEREAS, the Governing Body of the City of Gillette desires to revise Chapter 5 of the Gillette City Code.

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

Chapter 5 of the Gillette City Code is hereby replaced in its entirety with this Ordinance and is hereby adopted with an effective date of January 1, 2025.

CHAPTER FIVE
BUILDINGS
TABLE OF CONTENTS
Revised December 17, 2024

ARTICLE I ADOPTION OF CODES

§ 5-I-1. Administration of Adopted International and Uniform Codes § 5-I -2. Adoption of International Building Code.
§ 5-I -3. Adoption of International Residential Code.
§ 5-I -4. Adoption of International Plumbing Code.
§ 5-I -5. Adoption of International Mechanical Code.
§ 5-I -6. Adoption of National Electrical Code.
§ 5-I -7. Adoption of International Fuel Gas Code.
§ 5-I -8. Adoption of International Fire Code.
§ 5-I -9. Adoption of International Existing Building Code.
§ 5-I -10. Adoption of Uniform Code For The Abatement of Dangerous Buildings.

ARTICLE II BOARD OF EXAMINERS

§ 5-II-1. Purpose
§ 5-II -2. Composition; appointment; qualifications of members terms of office removal; compensation.

§ 5-II -3. Chairman; secretary; rules of procedure; meetings; records §
5-II-4. Appeals.
§ 5-II-5. Municipal Court.

ARTICLE III BUILDING
CONTRACTORS

§ 5-III-1. License required; contractor defined; exceptions.
§ 5-III-2. License defined; authority; licensing board, examinations; issuance of licenses, etc. § 5-III-3. Licensee's responsibility.
§ 5-III-4. Duties and responsibilities of the contractor.
§ 5-III-5 Classification of Licenses.
§ 5-III-6 License Fees.
§ 5-III-7. Licenses, Fee Schedule.
§ 5-III-8 License Renewal.
§ 5-III-9. Validity of License.
§ 5-III-10. Suspension of a Class A, B, R, C, or D or F Contractor License.

(A) BUILDING CONTRACTOR LICENSES

§ 5-III-11. Licenses, generally
§ 5-III-12. License, Application
§ 5-III-13. Licenses, Examinations and Testing
§ 5-III-14. Licenses, Contractor Bonding and Insurance

(B) ELECTRICAL LICENSES

§ 5-III-15. Licenses, generally.
§ 5-III-16. Licenses, - Electrical Contractors.
§ 5-III-17. Licenses, Individual Electrician.
§ 5-III-18. Licenses, Fee Schedule.

(C) PLUMBING LICENSES

§ 5-III-19. Licenses, Plumbing Generally.
§ 5-III-20. Licenses, Plumbing Contractors.
§ 5-III-21. Licenses, Individual Plumbers
§5-III-22. Licenses, Examinations.
§ 5-III-23. Licenses, Fee Schedule.

(D) RESIDENTIAL FIRE SUPPRESSION SYSTEM LICENSES

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(E) HVAC LICENSES

§ 5-III-28. Licenses, HVAC Generally.
§ 5-III-29. Licenses, HVAC Contractor
§ 5-III-30. Licenses, HVAC Individuals
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(F) REFRIGERATION TECHNICIANS

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(G) GAS PIPEFITTER LICENSES

§ 5-III-37. Licenses, Gas Pipefitter Generally.
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(H) CONNECTIONS TO CITY WATER OR SEWER SYSTEM

§ 5-III-42. Connections To City Water or Sewer.

ARTICLE IV.
PERMIT FEES AND REQUIREMENTS

§ 5-IV-1. Building Permit Fees.
§ 5-IV-2. Electrical Permit Fees.
§ 5-IV-3. Plumbing and Mechanical Permit Fees.

ARTICLE I

ADOPTION OF CODES

§ 5-I-1. Administration of Adopted International and Uniform Codes.

A. Building Official.

The building official for the City, Chief Building Official ("CBO"), is hereby authorized to enforce the provisions of the Adopted International and Uniform Codes ("Adopted Construction Codes") adopted by sections 5-2 through 5-10 of the Gillette City Code. The Building Division is the enforcement agency for the Adopted Construction Codes. To enforce the Adopted Construction Codes the CBO has the authority of an unsworn law enforcement officer. The CBO may appoint a deputy building official, related technical officers, inspectors, plan examiners and other employees.

The CBO enforces and interprets the rules and regulations in conformance with the Adopted Construction Codes (Ord. 3051, 8-17-98; Ord. 3312, 4-19-2004)

B. Board of Appeals.

The City of Gillette Board of Examiners is the Board of Appeals ("Board") for the Adopted Construction Codes. The Board hears and decides appeals from orders, decisions, or determinations made by the CBO, regarding the application and interpretation of the Adopted Construction Codes. (Ord. 3051, 8-17-98; Ord. 3312, 4-19-2004)

C. Copies of Adopted Construction Codes.

At least one (1) copy of each of the Adopted Construction Codes and any amendments are available for public use and inspection at the City Clerk's office.to be made available.

D. Fees.

The fees for work under the Adopted Construction Codes are as established by City ordinance.

E. Fee refunds.

The CBO may authorize the refund of an erroneously paid or collected fee. The original permittee must file a written application with the CBO within one hundred and eighty (180) days of the payment of the fee to eligible for a refund.

F. Violation penalties.

Violation of the Adopted Construction Codes is a misdemeanor, punishable by a fine of not more than $750. Each day that a violation continues shall be deemed a separate offense. (Ord. 3312, 419-2004)

An investigation fee may be charged to any person who commences work before obtaining the necessary permit(s). The investigation fee is one hundred dollars ($100.00) or twice the permit fee, whichever is greater. (Ord. 3771, 8-20-2012)

G. Stop Work orders.

Work being done contrary to the provisions of any of the Adopted Construction Codes or in a dangerous unsafe manner shall immediately cease, upon notice from the CBO. The notice shall be in writing and state the conditions that work may resume. The notice must be provided to either the owner of the property, the owner's agent, or the person doing the work. In the case of an emergency, the CBO shall not be required to give a written notice prior to stopping work. Any person who continues work after receiving a notice to stop work is guilty of a misdemeanor and subject to the penalties set forth in Section 5-1 F. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

H. Climatic and Geographic Design Criteria for all building and structures.

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Minimum Roof Live Load for Roofs with = > 1:12 Pitch or greater 4.76 Degrees	Load reductions shall be prohibited.	**30 psf**

Minimum Roof Live Load for Roofs with less than 1:12 Pitch 4.76 Degrees	Load reductions shall be prohibited.	**35 psf**
Wind Loads		**Ultimate Design Wind Speed 115 mph Nominal Wind Speed 90 mph**
100-Year, 1 Hour Rainfall (inches)	Source: IPC Figure 1106.1(1)	**2.5**
Seismic Design Category		**B minimum**
SUBJECT TO DAMAGE FROM:		
	Weathering	**Severe**
	Frost Line Depth	**42 inches**
	Termite	**Slight to moderate**
	Decay	**None to slight**

Winter Design Temp	**Source: IPC Appendix D Table D-101**	**-8 F**
Ice Shield Underlayment Required	**Source: IBC Section 1507.1.2 IRC Section 905.1.2**	**Yes**
Flood Hazard	**Source: IRC Table R-301.2 Note - G**	**10/15/1990**
Air Freezing Index	**Source: IRC Table R-403.3(2)**	**2500**
Mean Annual Temp	**Source: NOAA as referenced By the IBC.**	**450 F**

Heating Degree Days (HDD)	**Climate Zone-6B.**	**7995**
Structural Concrete Minimum 28 Day Compressive Strength		**4,000 PSI**

§ 5-I-2. Adoption of International Building Code.

A. The International Building Code, 2024 Edition, including Appendix C and H as amended from time to time ("Building Code") is hereby adopted for the incorporated areas of the City. The Building Code provides for the regulation and the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, of all buildings and structures within the City. The International Code Council A117.1-2009 National Standard for Accessible and Useable Buildings and Facilities, is also adopted in its entirety, as amended from time to time. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the Building Code are hereby adopted by the City, (Ord. 3312, 4-19-2004)

(1) Section 101.1 Title of the International Building Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Gillette, hereinafter referred to as "this code."

(2)Section 101.4.4 and 101.4.6 of the International Building Code are repealed. (Ord. 3691, 9-7-2010)

(3)Part 4. of Building of Section 105.2 of the International Building Code is amended to read as follows:

Retaining walls which are not over 4 feet (1219 mm) in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids. Retaining walls of any height, within public easements and rights of way shall require permits. (Ord. 3771, 8-20-2012)

(4)Sections 305.2, 308.5, 310.5 of the International Building Code are amended

Child Daycare shall be modified in accordance with the Wyoming State Child Care Licensing Rules. A complete guide of these rules and requirements can be viewed on the Wyoming Department of Family Services website at: http://dfswapps.state.wy.us/ (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(5) Chapter 13 of the International Building Code is amended to read as follows:

Commercial Buildings

A Comcheck compliance report using the 2012 Edition of the International Energy Conservation Code (IECC) or ASHRAE Standard 90.1.2013 shall be submitted with the proposed building plans at the time of application for review and comment. Only the building envelope calculations are required.
Exception: IBC Occupancies S-1, S-2, F-1, F-2, & U are exempt from the above requirement.

"Comcheck" software may be obtained at no cost on the internet at:
http://www.energycodes.gov/comcheck
(Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(6) Section 1612.3 Establishment of flood hazard areas is amended to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the City of Gillette has enacted sections 7-10 through 7-15 of the Gillette City Code. (Ord. 3630, 6-15-2009 effective 71-2009; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(7) Section 1805.4.3 of the International Building Code is amended to read as follows:

1805.4.3 Drainage discharge. The floor base and foundation perimeter drain shall discharge by gravity or mechanical means into an approved drainage system that complies with the International Plumbing Code. (Ord. 3659, 1-19-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

§5-I-3. Adoption of International Residential Code.

A. The International Residential Code, 2024 Edition, including Appendix CA, CB, BA, CE, BB, BM is hereby adopted for the incorporated areas of the City. The Residential Code regulates the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all building and structures within the City. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Residential Code are hereby adopted by the City (Ord. 3312, 4-19-2004)

(1) Section R101.1 Title. of the International Residential Code is amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two- Family Dwellings of the City of Gillette, and shall be cited as such and will be referred to herein as "this code."

(2) Section R102.6 of the International Residential Code is amended to read as follows:

R 102.6 Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue, without change, except as is specifically covered in this code, or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(3) Part 3. of Building of Section 105.2 of the International Residential Code is amended to read as follows:

Retaining walls which are not over 4 feet (1219 mm) in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge. Retaining walls of any height within public easements and rights of way shall require permits.

(4) Section R302.1 Exterior Walls of the International Residential Code is amended to read as follows:

R302.1 Exterior Walls. Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1). (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.

2. Walls of dwellings and accessory structures located on the same lot.

3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over the lot line.

4. Detached garages accessory to a dwelling located within 2 feet (610 mm) of a lot line are permitted to have roof eave projections not exceeding 4 inches (102 mm).

5. Foundation vents installed in compliance with this code are permitted.

(5) Table R302.1(2), of the International Residential Code, is repealed. (11-2-2015)

(6) Section R302.5.1. *Opening protection* of the International Residential Code is amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. (Ord. 3771, 8-20-2012)

(7) R-302.13 of the International Residential Code is repealed. (Ord. 3873, 11-2-2015)

(8) Section R309.5 of the International Residential Code is Repealed. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(9)Section **R310.4.3** Drainage, of the International Residential Code is amended to read as follows:

R319.4.3 Drainage. Window wells shall be designed for proper drainage by connecting to the building's foundation drainage system required by Section R405.1 or by an approved alternative method. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(10) R309.2 of the International Residential Code is repealed. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(11) Section R403.1.1 Footings of the International Residential Code is enacted to read as follows:

R403.1.1 Footings. Minimum steel reinforcement for typical spread footings shall be 2 (two) #4 rebar continuous. (Ord. 3555, 5-119-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(12) Section R403.1.4.1 Frost protection Exception 1 of the International Residential Code is amended to read as follows:

Freestanding accessory structures with an area of 1000 square feet (37m^2) or less and have height of 14 feet (4267.2 mm) or less shall not be required to be protected. (Ord. 3555, 5-19-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(13) Section R404.1.3.2 Foundation Walls of the International Residential Code is enacted to read as follows:

R404.1.3.2 Foundation Walls. Minimum steel reinforcement of typical foundation walls shall be #4 rebar, 2' on center, horizontal and vertical. (Ord. 3555, 5-19-00; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(14) Section R405.1 Concrete or masonry foundations, of the International Residential Code is amended to read as follows:

R405.1 Concrete or masonry foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose interior spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or other approved systems or materials shall be installed at or below the top of the footing or below that bottom of the slab and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend not less than 1 foot (305 mm) beyond the outside edge of the footing and 6 inches (152 mm) above the top of the footing and be covered with an approved filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper. Except where otherwise recommended by the drain manufacturer, perforated drains shall be surrounded with an approved filter membrane, or the filter membrane shall cover the washed gravel or crushed rock covering the drain. Drainage tiles or perforated pipe shall be placed on not less than 2 inches (51 mm) of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less than 6 inches (152 mm) of the same material. (Ord. 3662, 2-1-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

Section R507.3 including the exceptions, is repealed.

Section R507.3.1 is repealed.

Section R507.3.2 is repealed.

Section R507.9.2 is repealed.

(15) Chapter 11 of the International Residential Code is amended to read as follows:

Residential Energy Efficiency Requirements for IRC Housing

Climate Zone-6B. Heating Degree Days (HDD) 7995

Note: Insulation R-Values are pre-calculated for insulation only and already assume credible R-values for other building materials. For example, you cannot add R-Value for sheetrock, OSB, vinyl siding, block, concrete, house wrap.

- ❖ FRAMED WALLS: R-19 CAVITY OR R-13 CAVITY + R-5 INSULATING SHEATHING.
- ❖ CEILINGS: R-49[1]
- ❖ BASEMENT WALLS: R-13 CAVITY OR R-10 CONTINUOUS. NOTE: THIS APPLIES TO FINISHED AND UNFINISHED BASEMENTS.
- ❖ FLOORS: R-30[2,3,4]
- ❖ CRAWLS PACE WALLS: R-13 CAVITY OR R-10 CONTINUOUS.
- ❖ WINDOW MAXIMUM ALLOWABLE U-FACTOR: 0.32[4]
- ❖ DOOR MAXIMUM ALLOWABLE U-FACTOR: 0.35[4]

FOOTNOTES:

1) Or insulation sufficient to fill the framing cavity, R-13 minimum. Intent: To allow for the use of hand cut rafters for cathedral ceilings & shed roofs that will not accommodate R-49

2) Or insulation sufficient to fill the framing cavity, R-19 minimum. Intent: To allow for the use of 2 X 6 floor joists that will not accommodate R-30.

3) Floor insulation may be deleted when the floor is over a conditioned space.

4) Required as modified by RES-check option. (Ord. 3691, 9-7-2010; Ord. 3873, 11-2-2015)

Additional Requirements:

1) A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall be completed by the builder or design professional and shall list all R- values of insulation for walls, ceilings/roofs, foundation walls, floor(s) over outside air, crawl space walls and or floors, ducts outside conditioned space(s), and U-factors of all doors & windows. The certificate shall list the type, size and efficiency of heating and cooling equipment. An additional copy shall be provided to the building inspection division prior to the final inspection. The "Residential Energy Efficiency Certificate" shall be provided by The City of Gillette Building Inspection Division.

2) The thickness of blown in or sprayed roof/ceiling insulation (fiberglass or cellulose) shall be written in inches on markers that are installed at least one for every 300 ft^2 throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers a minimum of 1 inch high. Each marker shall face the attic access opening.

3) The following shall be caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film or solid material.
    1) All joints, seams and penetrations.
    2) Windows, doors and skylights.

3) Openings between window and door assemblies and their respective jambs and framing.
4) Utility penetrations.
5) Dropped ceilings or chases adjacent to the thermal envelope.
6) Knee walls.
7) Walls and ceilings separating the garage from conditioned spaces.
8) Behind tubs and showers on exterior walls.
9) Common walls between dwelling units.
10) Other sources of infiltration.
11) Joints of duct systems shall be made substantially airtight in accordance with Section M1601.4.1.

4) All building plans shall clearly indicate all R-values of insulation for walls, ceilings/roofs, foundation walls, floor(s) over outside air, crawl space walls and or floors, ducts outside conditioned space(s), and U-factors of all doors & windows. The plans shall list the type, size and efficiency of heating, cooling and service water heating equipment.

5) Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. (Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3662, 2-1-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(16) Section P2503.5.1 Rough plumbing of the International Residential Code is amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 5 feet (3048 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes. (Ord. 3771, 8-20-2012)

3. Vacuum test. The portion under test shall be evacuated of air by a vacuum-type pump to achieve a uniform gauge pressure of -5 pounds per square inch or a negative 10 inches of mercury column (-34kPa). This pressure shall be held without the removal of additional air for a period of 15 minutes.

(17) Section P2603.5 *Freezing*, and P2603. 5.1 *Sewer depth*, of the International Residential Code are amended to read as follows:

P2603.5 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 66 inches below grade.

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. (Ord. 3555, 5-19-08; Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3662, 2-1-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(18) Section P2906.4 *Water Service Pipe* of the International Residential Code is enacted to read as follows:

P2906.4 Water Service Pipe. Water piping from the curb stop or meter pit to inside of a building meter or shut-off value location shall be type K copper or PE 200 Psi clear core or PE # 3408 160 psi. All joints or connections in PE piping shall be brass with minimum
2 stainless steel clamps at each side of the joint or connection. Stainless steel clamps shall be installed so that they are opposing each other or other approved connection. Interior water meters 1 inch or less in size shall have a clear space of 2 feet wide from the center of the meter and 3 feet in front of the meter housing on new construction. The measurement from the center of the meter shall be equal on both sides of the meter. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(19) Section M1411.15 of the International Residential Code is repealed. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(20) Section M1502.4.2 of the International Residential Code is amended to read as follows:

M1502.4.2 Duct Installation. Exhaust ducts shall be supported at intervals not to exceed 4 feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1. Clothes dryer ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation. (Ord. 3771, 8-20-2012)

(21) Chapters 34 through 43 of the International Residential Code are repealed. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

§ 5-I-4. Adoption of International Plumbing Code.

A. The International Plumbing Code 2024 Edition, and Appendices B, D, and E, is hereby adopted by the City. The International Plumbing Code provides for regulating the installation, maintenance, and repair of plumbing, drainage systems, water systems. (Ord. 3312, 4-19-2004; Ord.
3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 112-2015)

B. The following amendments to the International Plumbing Code are hereby adopted by the City. Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Plumbing Code is amended to read as follows:

101.1 Title. These regulations shall be known as the International Plumbing Code of the City of Gillette, hereinafter referred to as "this code".

(2) Section 114.4 Violation penalties of the International Plumbing Code is repealed.

(3) Sections 112.1 through 112.4 of the International Plumbing Code are repealed.

(4) Section 305.4 *Freezing* and 305.4.1 *Sewer depth* of the International Plumbing Code are hereby amended to read as follows:

305.4 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 66" inches below grade. (Ord. 3691, 9-72010; Ord. 3771, 8-20-2012)

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(5) Section 312.1 *Required tests*, of the International Plumbing Code is hereby amended to read as follows:

312.1 Required tests. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. All plumbing system piping shall be tested with either water or, by air. (Ord. 3771, 8-20-2012)

(6) Section 312.3 *Drainage and vent air test* of the International Plumbing Code is hereby amended to read as follows:

312.3 Drainage and vent air test. An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period. (Ord. 3771, 8-20-2012)

(7) Section 605.3 *Water service pipe*, of the International Plumbing Code is hereby amended to read as follows:

605.3 Water service pipe. Water piping from the curb stop or meter pit to inside of a building meter or shut-off value location shall be type K copper, PE 200 Psi clear core, PE # 3408 160 psi or cement lined ductile iron pipe in accordance with AWWA C104. All joints or connections in PE piping shall be brass with minimum 2 stainless steel clamps at each side of the joint or connection. Stainless steel clamps shall be installed so that they are opposing each other or other approved connection. Interior water meters 1 inch or less in size shall have a clear space of 2 feet wide from the center of the meter and 3 feet in front of the meter housing on new construction. The measurement from the center of the meter shall be equal on both sides of the meter. (Ord. 3691, 9-7-2010)

(8) Section 1003 **Grease Interceptors and Oil Separators**, of the International Plumbing Code is amended to read as follows:

Section 1003 Grease Interceptors and Oil Separators. Grease interceptors and oil separators shall comply with the requirements of Section 1003 of the International Plumbing Code and Section 17-15 (c)(4) of the Gillette City Code. (Ord. 3332, 7-19-2004; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

Section 1003.3.2 Where food waste disposers connect to grease interceptors, a solids interceptor shall separate the discharge before connecting to the grease interceptor. Solids interceptors and grease interceptors shall be sized and rated for the discharge of the food waste disposers. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste disposer.

§5-I-5. Adoption of International Mechanical Code.

A. The International Mechanical Code 2024 Edition is hereby adopted for the incorporated areas of the City. The International Mechanical Code provides for the regulating, installation and maintenance fuel gas piping systems, fuel gas utilization equipment and related accessories. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Mechanical Code are hereby adopted by the City. (Ord. 3312, 4-19-2004; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(1) Section 101.1 of the International Mechanical Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of City of Gillette hereinafter referred to as “this code.”

(2) Section 114.4 Violation penalties of the International Mechanical Code is repealed.

(3) Sections 112.1 through 112.4 of the International Mechanical Code are repealed.

§ 5-I-6. Adoption of National Electrical Code.

A. There is hereby adopted by reference the National Electrical Code, 2023 Edition, that certain document as copyrighted by the National Fire Protection Association including Article 80, also known as Annex H. Said document is hereby adopted as the Electrical Code for the incorporated areas of the City of Gillette for regulating the installation, maintenance, operation and repair of all electric wiring and electrical apparatus of any nature whatsoever, whether inside or outside of any building or structure and each and all regulations, provisions, penalties, conditions and terms of the National Electrical Code, 2023 Edition, including Article 80, are hereby referred to, adopted, and made a part there of as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord 3461, 12-4-2006; Ord. 3536, 2-19-2008; Ord. 3691, 9-7-2010; Ord. 3728, 6-20-2011; Ord. 3830, 7-15-2014; Ord. 3980, 6-16-2020; Ord. 4034, 8-15-2023).

B. The following amendments to the Electrical Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 80.1 (2) of the National Electrical Code is repealed.

(2) Section 80.15 *Electrical Board*, of the National Electrical Code is renamed *Board of Examiners*.

(3) Section 80.15 (A) of the National Electrical Code is amended to read as follows:

(A) Board of Examiners. The Board of Examiners of the City of Gillette shall be the Board of Appeals for the interpretation of the National Electrical Code and may be referred to hereinafter as the Board.

(4) Sections (B) through (H) of Section 80.15 of the National Electrical Code are repealed

(5) Section 80.23 (B) (3) of the National Electrical Code is repealed.

(6) Sections 80.27, 80.29, 80.33 and 80.35 are repealed.

(7) Section 230.70 (A) (1) of the National Electrical Code is amended to read as follows:

(1) Readily Accessible Location. Outside disconnects are required for all services.

(8) Section 230.79 (C) of the National Electrical Code is amended to read as follows:

(C) One and Two-Family Dwellings and Townhouses. For new one-family, two-family or townhouse dwelling, the service disconnecting means shall have a rating of not less than 200 amperes, 3-wire. (Ord. 3660, 1-19-2010)

§ 5-I-7. Adoption of International Fuel Gas Code.

A. The International Fuel Gas Code 2024 Edition and Appendix A, B, C and D is hereby adopted for the incorporated areas of the City. The International Fuel Gas Code provides for the regulating, installation and maintenance of fuel gas piping systems, fuel gas utilization equipment and related accessories. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Fuel Gas Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Fuel Gas Code is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of City of Gillette hereinafter referred to as "this code."

(2) Section 113.4 of the International Fuel Gas Code are repealed.

(3) Sections 112.1 through 112.4 of the International Fuel Gas Code are repealed.

§ 5-I-8. Adoption of International Fire Code.

A. The International Fire Code, 2024 Edition, including Appendices B, C, D, E, F, G, H and I, is hereby adopted for the incorporated areas of the City. The International Fire Code provides for the regulation of the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all building and structures within the City. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Fire Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Fire Code is amended to read as follows:

101.1 Title. These regulations shall be known as the International Fire Code of the City of Gillette, hereinafter referred to as "this code".

(2) Section 103.1 General of the International Fire Code is amended to read as follows:

103.1 General. The Gillette/Wright/Campbell County Fire Protection Joint Powers Board, hereinafter the Fire Board, is the fire prevention department of the City of Gillette for the purposes of the International Fire Code. (Ord. 3691, 9-7-2010)

(3) Section 103.2 Appointment of the International Fire Code is amended to read as follows:

103.2 Appointment. The Fire Chief, as appointed by the Fire Board, or his designee, is the fire code official for the City of Gillette for the purposes of the International Fire Code. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010)

(4) Sections 104.8 and 104.8.1 of the International Fire Code are repealed. (Ord. 3691, 9-7-2010)

(5) Section 112.1 of the International Fire Code is amended to read as follows:

112.1 Board of Examiners. The Board of Examiners of the City of Gillette shall be the Board of Appeals for the interpretation of the International Fire Code and may be referred to hereinafter as the Board. (Ord. 3691, 9-7-2010)

(6) Section 112.3 of the International Fire Code is repealed. (Ord. 3691, 9-7-2010)

(7) Section 113.4 of the International Fire Code is repealed. (Ord. 3691, 9-7-2010; Ord. 3873, 11-2-2015)

(8) The Definitions of BONFIRE, OPEN BURNING, PORTABLE OUTDOOR FIREPLACE and RECREATIONAL FIRE in Section 202 of the International Fire Code read as follows:

BONFIRE. An outdoor fire utilized for ceremonial purposes.

OPEN BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

PORTABLE OUTDOOR FIREPLACE. A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

RECREATIONAL FIRE. An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. (4-15-2014)

(9) Section 307.1 General and Section 307.1.1 Prohibited Open Burning of the

International Fire Code are amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any *open burning* or *recreational fires*, unless conducted and *approved* in accordance with Sections 307.1.1 through 307.5. (4-15-2014)

307.1.1 Prohibited Open Burning. Open burning and recreational fires shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous, such as in the case of a full or partial fire restriction issued by the Campbell County Commissioners. (4-15-2014)

(10) Section 307.3 *Extinguishment Authority* of the International Fire Code is amended to read as follows:

307.3 Extinguishment Authority. When open burning or recreational fires create or add to a hazardous situation, or in the case of open burning, when a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning or recreational fire operation. (4-15-2014)

(11) Section 307.4.1 *Bonfires* of the International Fire Code is amended to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50' of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50' of a structure shall be eliminated prior to ignition. A bonfire that is not a recreational fire requires a written permit from the Fire Chief. (4-15-2014)

(12) Section 307.5 *Attendance* of the International Fire Code is amended to read as follows:

307.5 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended by a responsible adult, who is not impaired by alcohol or controlled substances, until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with minimum 4-A rating or other approved on-site fire extinguishing equipment, such as, water barrel, garden hose or water truck, shall be available for immediate utilization. (4-15-2014)

(13) Section 307.6 *Maintenance* of the International Fire Code is enacted to read as follows:

307.4.3 Maintenance. Fireplaces and portable fireplaces shall be maintained in good repair and shall be equipped with a spark arrestor if they have a chimney or chimney opening in the top. Fireplaces and portable fireplaces with hearth openings shall be equipped with screens. (4-15-2014)

(14) Section 401.3.2.1 of the International Fire Code is enacted to read as follows:

401.3.2Central Stations. Central stations shall immediately notify the Campbell County Sheriff's Office Dispatch, for dispatch of the fire department, of alarm signals initiated by any fire alarm, fire extinguishing system, or equipment. Supervisory signals shall be relayed to the Campbell County Sheriff's Office Dispatch for dispatch of the fire department. The fire department must be notified by faxed or electronic report of all trouble signals which exist for greater than a single 6-hour time period. Campbell County Sheriff's Office Dispatch, for the Fire Department, shall be contacted prior to notification of the subscriber. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3817, 4-15-2014)

(15) Section 503.4.1 Traffic Calming Devices, of the International Fire Code is repealed. (Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(16) Section 506.1 *Where Required* of the International Fire Code is amended to read as follows:

506.1 Where Required. Key boxes shall be provided for Fire Department entry for all commercial occupancies, within the City of Gillette, that have a sprinkler system or a fire alarm and are not constantly attended 24 hours per day. The key boxes shall be installed on all new businesses before occupancy is granted. Any existing businesses that obtained a permit to do any work or change of use or occupancy which includes the installation of a sprinkler system or a fire alarm and are not constantly attended 24 hours per day, shall be required to install a key box before the work can be completed and signed off and occupancy resumed. The key box shall be located within 10 feet of the front doors, a minimum of 6 six feet above the ground level and not to exceed 7 seven feet in height unless approved in writing by the fire code official. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014; Ord. 3848, 12-16-2014)

(17) Section 507.5.5 *Clear Space around hydrants* of the International Fire Code is amended
to read as follows:

507.5.5 Clear Space around hydrants. A 4-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(18) Section 901.10.1 Clearances, of the International Fire Code is enacted to read as follows:

509.2 Clearances. Fire protection equipment shall not be obstructed and concealed. A minimum of (8) eight inches on each side and a clear access width of (3) three feet shall be maintained in-front of fire protection systems. Specific equipment referenced is as follows but not limited to, fire sprinkler control valves, risers, hose stations, standpipes, and fire alarm control panels. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(19) Section **5706.3.1.3.2** *Existing wells* of the International Fire Code is amended to read as follows:

5706.3.1.3.2 Existing wells. Where wells are existing, buildings shall not be constructed within the distances set forth in Section 5706.3.1 for separation of wells or buildings. (Ord. 3873, 11-2-2015)

Exception: Building shall not be constructed less than 50 feet from an existing gas well that has a depth of less than 2000 feet. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

§ 5-I-9. Adoption of International Existing Building Code.

A. The International Existing Building Code, 2024 Edition is adopted by the City. The Existing Building Code provides for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Existing Building Code, are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 Title of the International Existing Building Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of the City of Gillette, hereinafter referred to as "this code."

(2) Section 101.4 Existing Buildings, of the International Existing Building Code is amended to read as follows:

101.4 Applicability. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or in the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. (Ord. 3691, 9-7-2010)

(3) Section 1401.2 Conformance, of the International Existing Building Code is amended to read as follows:

1401.2 Conformance. The building shall be safe for human occupancy as determined by the International Fire Code. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.

§ 5-I-10. Adoption of Uniform Code for the Abatement of Dangerous Buildings.

A. The Uniform Code For The Abatement Of Dangerous Buildings, 1997 edition is hereby adopted by the City. The Uniform Code For The Abatement Of Dangerous Buildings provides for regulating and governing the conditions and maintenance of all property, buildings and structures by providing that structures are safe, sanitary and fit for occupation and use; the

condemnation of buildings and structures unfit for human occupancy and use, and the demolition of unfit existing structures. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

B. The following amendments to the Uniform Code For The Abatement of Dangerous Buildings are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) **Section 205.1** General of the Uniform Code For The Abatement of Dangerous Buildings is amended to read as follows:

205.1 General. The Board of Examiners of the City of Gillette shall be the Board of Appeals for this Code. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code.

(2) **Section 301 BUILDING CODE** of the Uniform Code for The Abatement of Dangerous Buildings is amended to read as follows:

BUILDING CODE is the International Building Code or the International Residential Code, promulgated by the International Code Council, as adopted in Section 5-I-2 and 5- I-3 of the Gillette City Code.

(3) **Section 301 HOUSING CODE**, of the Uniform Code For The Abatement Of Dangerous Buildings is repealed.

(4) Sections 801.1, 802.1, 901, 909 and 911 of the Uniform Code for the Abatement of Dangerous Buildings are amended to read as follows:

Performance of work of repair or demolition

801.1 Procedure. When any work or repair or demolition is to be done pursuant to Section 701.3(3) of this code, the Building Official shall issue his order and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said Building Official. Plans and specifications therefor may be prepared by said Building Official, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be follows.

801.2 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

Repair and Demolition Fund

802.1 The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the Building Official to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

Account of Expense, Filing of Report, Contents

901. The Building Official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3(3) of this code. Upon the completion of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to 401.3.

Recoverable cost shall include expenses incurred by the jurisdiction for all legal services, title searches, inspector time for serving notices, posting notices on property, taking photographs, secretarial time for preparation of all documents, and all office supply material. Inspectors' and attorney's time spent during any hearing and appeal. These costs are in addition to any actual costs for the physical demolition of a building or structure.

Recording Ordinance, Abatement Assessment Roll, Lien Statement

909. After confirmation of the Report of the Director of Public Works, or Building Official, the ordinance confirming the assessment, the abatement assessment roll and a lien statement in substantial compliance with W. S. § 15-6-406(b), shall be recorded in the County land records with the Campbell County Clerk and Ex-Officio recorder of deeds.

Assessments; Foreclosure action for delinquency

911. The amount of the assessment shall be collected in the same manner as delinquent special assessments for local improvements by judicial foreclosure if they are not paid in full within 30 days after the recording of the ordinance confirming the assessment roll, according to the procedure and terms of W. S. § 15-6-406. Notice of the recording of the ordinance, the assessment roll and lien statement shall be given to the owners of the property in the same manner they were notified of the hearing on the Report of the Director of Public Works or Building Official.

In a judicial foreclosure action, it is sufficient to allege actions in conformity with the requirements of this code in lieu of the statutory requirements concerning the formation of local improvement districts listed in W. S. § 15-6-406 which are not relevant to demolitions. The City shall show the service of a Notice and Order to the owners of real property, finding that their property as described therein constitutes a dangerous building pursuant to § 302 of this code and ordering its demolition. The City shall show no appeal was filed within the time for appeal of the Notice and Order, or if an appeal has been filed, that the Notice and Order has been sustained on appeal. The City shall show that a Dangerous Building Certificate was recorded concerning the dangerous building. The City must prove the Report of the Director of Public Works or Building Official that the building has been demolished and provide the total cost of the demolition. The City must prove the owners were notified of a public hearing before the governing body of the City of Gillette to confirm the Report of the Director of Public Works or Building Official and decide either to assess the cost of the demolition against the owners or against the property and whether protests were filed by the owners. The City must allege the public hearing was held as advertised, how protests filed by the owners, if any, were resolved and that after the hearing was concluded the governing body passed a Resolution confirming the Report of the Director of Public Works Director or the Building Official, and to assess the costs of the demolition against the property itself.

The City must allege the passage of an ordinance confirming the Report of the Director of Public Works or Building Official and assessing the costs of the demolition as a special assessment against the property itself and confirming that assessment. The City must allege the Notice of the recording of the ordinance, the assessment roll and lien statement were mailed to the owners of the property in the same manner they were notified of the hearing on the Report of the Director of Public Works or Building Official.

ARTICLE II

BOARD OF EXAMINERS

§ 5-II-1. Purpose.

This article is hereby made a part of the Building Code. Where the term "division" is used in this article, it shall mean the Building Inspection Division. Where the term "director" is used in this article, it shall mean the City Administrator or his authorized representative or designated subordinate. The term "City", as used in this article, shall mean the City of Gillette, Wyoming. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-2. Composition; appointment; qualifications of members terms of office; removal; compensation.

The Board of Examiners shall consist of nine members, all of whom must maintain a permanent residence or own, operate or maintain employment in a business within the Planning District as shown on the Planning District Boundary Map, as amended from time to time by amendments to the Comprehensive Plan, and who shall be appointed for regular three-year terms or to fill vacancies for unexpired terms, as provided by the City Code. They shall be appointed by the Mayor with the consent of the City Council. Two members of the Board shall be qualified master plumber or master HVAC - Mechanical holding current City licenses in good standing. Two members shall be qualified master electricians holding current City licenses in good standing. Two members shall be qualified general contractors holding current Class A or B City licenses in good standing. The seventh member may be chosen at large and may be nominated by the other members. The eighth and ninth members shall be chosen at large and shall be appointed by the Mayor with the consent of the City Council.

The terms of office shall be for three years, and members of the Board serving terms in March of 1989 shall have their terms extended to three years from the date their term began. The staggering of terms in effect in March of 1989 shall continue. The terms shall expire upon December first three years after the initial appointment.

A member may be removed after a hearing before the Board on written charges which may originate with the Board or the City Council. Consent of the City Council is necessary for any removal. Grounds for removal shall include but are not limited to, neglect of duties, inefficiency, malfeasance, conflict of interest and three consecutive unexcused absences from Board meetings. No member of the Board shall participate in any matter before the Board which affects his business interests or contract obligations. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with official duties. The Board may recommend new appointees in writing to the Mayor two months prior to the expiration of terms. (Ord. 1007, 6-18-79; Ord. 1512, 2-6-84; Ord. 1718, 3-3-89; 6-18-90; Ord. 1870, 1-4-1993; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

§ 5-II-3. Chairman; secretary; rules of procedure; meetings; records.

The board of examiners shall elect its chairman from among its members, the term of chairman shall be for one year with eligibility for re-election. The board of examiners shall appoint a secretary, who may

be an employee of the city. The board of examiners shall make its own rules of procedure, not in conflict with the rules and regulations of the city, and determine its time of meeting. All meetings of the board of examiners at which official action is taken shall be open to the public and all records of the board of examiners shall be a public record. (Ord. 604, §2, 12-16-69; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-4. Appeals.

Determinations of the Administrative Authority are appealable to the Board of Examiners. Determinations of the Board of Examiners are appealable to the City Council. The Wyoming Administrative Procedure Act applies to such appeals. The City Council determination constitute exhaustion of administrative remedies. (Ord. 419, § 4.0106; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-5. Municipal Court.

As an alternative or supplement to the procedure provided in G.C.C. § 5-II-2, the City may file a complaint in the municipal court. (Ord. 419, § 4.0106; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

ARTICLE III
BUILDING CONTRACTORS

§ 5-III-1. License required; contractor defined; exceptions.

(a) License required.

No contractor shall perform any work as a contractor within the city without first having obtained a license as provided herein. No permits shall be issued for work to be done by a contractor who does not have a valid and subsisting license as required in this article.

(b) Contractor defined.

A contractor, within the meaning of this article, is a person, firm, partnership, company, corporation, agency, association, or other organization that:

(1) Undertakes with or for another within the City to build, construct, alter, repair, add to, demolish, or move any building or structure or any portion thereof, for a fixed sum, price, fee, percentage, or other compensation or any combination thereof. (Ord. 1398, 10/4/82.)

(2) Builds, constructs, alters, adds to, moves or demolishes any building or structure either on his own or other property for the purpose of resale or rental except residence buildings and buildings

or structures accessory thereto intended for his own personal use and occupancy. A person constructing his own home without the aid of a licensed contractor may secure a permit on only one residence in any five-year period and the construction of more than one residence by the person in any five (5) year period shall be presumed to be for resale. (Ord. 3567, 7-21-2008)

(c) Exception.

The following shall not be deemed to be contractors as the term is used in this article:

(1) Owners making repairs, alterations, additions, or improvements to their residence or business, including building accessory thereto which do not involve the structural elements of the building.

An Owner is any person, firm, corporation, or agent having a legal or equitable interest in the property. For the purpose of this section, the term Owner may extend, with written authorization of the Owner to perform work for which a permit is issued, to a tenant, lessee, employee(s) of the Owner.

(2) Exception: Electrical work can only be performed by the Owner or a licensed electrical contractor. For purposes of this section, the term employee shall not include anyone employed solely to perform the work for which a permit is issued. Written authorization shall be on a form provided by the Building Division.

(3) A homeowner that constructs his residence or building accessory to the residence intended for his personal use. The use under this section will be permitted one time in a five (5) year period.

(4) The Building Official shall maintain an approved listing of work which may be performed by Owners of commercial buildings without the aid of a licensed contractor. Such approval will be granted from time to time by the Board of Examiners. Other types of work may be approved by the Building Official upon application, provided the applicant has experience or knowledge which qualifies him to do the work. Denial by the Building Official of the application of an Owner of a commercial building to perform work other than that which has been approved by the formal action of the Board of

Examiners may be appealed to the Board. (Ord. 1755, 6-18-90; Ord. 2050, 6-3-96; Ord. 3415, 4-172006)

§ 5-III-2. License defined; authority; licensing board, examinations; issuance of licenses, etc.

(a) Definition.

A license is issued to the owner of a sole proprietorship or to an individual with the correct credentials as a Master of Record for a partnership, corporation, association, or other business entity to perform work according to the particular license Contractor Classification.

(b) Authority.

The Board of Examiners of the City of Gillette, hereinafter "board", shall review applications for licenses and accomplish the provisions and objectives of this article.

(c) Application standards and procedures.

The applications shall measure the applicant's knowledge of the applicable building codes; laws and ordinances adopted by the city; and the board shall set the application standards, establish procedures and shall forward to the director the results of the application.

(d) Issuance of licenses.

The determination of eligibility for license or other matters pertaining thereto shall be by the board. Applications for the contractor’s license shall be on such forms and all applicants shall furnish such information as the board may prescribe.

The Board may disqualify an applicant if:

(1) the application is incomplete, inaccurate, or contains misleading or false information,

or;

(2) the applicant has unreasonably failed to complete past construction projects

resulting in outstanding unsatisfied monetary judgments against this applicant, or;

(3) the applicant has failed to demonstrate experience or financial capacity by not

furnishing references which are relevant to the trade for which a license is sought, or;

(4) the applicant has performed work without a license after receipt of notice from the City that a license is required, or;

(5) the applicant has been convicted within the last 10 years of a felony involving

moral turpitude such as forgery, embezzlement, obtaining money under false pretenses, larceny, extortion or any conspiracy to commit any of those crimes; or,

(6) evidence has been submitted to the Building Inspection Division during the previous

five years of any of the grounds for suspension listed in section 5-III-10.

The board shall meet at reasonable intervals to review the information submitted in the applicant’s license application, and to determine by a majority vote of the members of the board present at a meeting

with a quorum, whether the application shows that the applicant is qualified to fulfill the obligations of a contractor, in which case they shall direct the Building Official to issue the applicant a license.

The department shall maintain a register reflecting the name of each contractor licensed by the City of Gillette. (Ord. 911, §2, 12-19-77; Ord. 1901, 9-20-93; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3608, 1-5-2009; Ord. 3721, 5-2-2011)

§ 5-III-3. Licensee's responsibility.

(a) General.

All licensees shall be responsible for work requiring a permit under the provisions of this article, and without limitation, to the items as herein listed:

(1) To present his license card when requested by the Building Official or his authorized representatives;

(2) To obtain a permit when the same is required;

(3) To faithfully construct, without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the department and permit issued for same, unless such changes are approved by the department;

(4) To complete all work authorized on the permit issued under the authority of the adopted construction codes unless good cause is proved;

(5) To obtain inspection services when the same are required by the adopted construction codes;

(6) To pay any fee assessed under authority of the adopted construction codes;

(7) To build in compliance with the adopted construction codes;

(8) To contact "dig-in" before doing any excavation in compliance with Wyoming Statutes § 37-12-301 through 304. (Ord. 1415, §1, 1-17-83);

(9) To immediately notify the owner of an underground facility if it is contacted or damaged in the course of excavation in compliance with Wyoming Statutes §37-12-301 through 304. (Ord. 1415, §2, 1-17-83; Ord. 2050, 6-3-96)

(b) Safety measures.

All federal and state laws and municipal ordinances dealing with measures for the safety of workmen and of the public shall be observed in addition to any requirements contained within this article. (Ord. 3415, 4-17-2006)

§ 5-III-4. Duties and responsibilities of the contractor.

All licensed contractors shall be responsible for the work under the contract including obtaining permits whether done by him or a subcontractor. The contractor is responsible for funds or property received by him for prosecution or completion of a specific project. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-5. Classification of Licenses.

There shall be various classes of licenses and the holder of each license shall be authorized to do the following:

(a) Class A: General Contractor

This license shall entitle the holder to contract for the construction, alteration or repair of any structure permitted by the Building Codes, except Class D or F Category construction

(b) Class B: Building Contractor

This license shall entitle the holder to contract for the construction, alteration, or repair of 1, 2, 3 or 4 - Family Residential Buildings of two (2) stories or less and/or one (1) story Commercial Buildings with five thousand (5,000) square feet total area or less. This license entitles a contractor to perform Class C category work with the exception of any Class D or F category work.

(c) Class R: Residential Contractor

This license shall entitle the holder to contract for the construction, alteration or repair of single-family residential structures and accessory buildings, house repair maintenance and any other activities involved in maintenance, improvement, or construction of additions to residences. This license entitles a contractor to perform Class C category work with the exception of any Class D or F category work.

(d) Class C Specialty Contractor

This license shall entitle the holder to perform the work described in this section. If an applicant desires to engage in more than one activity, a license must be obtained for each activity. Holders of Class C Type 1 licenses may perform the work of the Class C Type 2 contractors within their respective categories.

C – Structural Masonry–Type1 – The construction, alteration, repair or demolition of

any structural masonry building, structure, or retaining wall.

C – Masonry Veneer – Type 2 – The erection, alteration or repair of nonstructural facing brick, precast concrete, stone or tile, and non-structural masonry fireplaces.

C – Structural Concrete–Type1 – The construction, alteration, repair or demolition of footings, foundations, retaining walls, structural walls and columns, post tension and pretension construction, precast structures, flat work (both public and private) and paving.

C – Non-Structural Concrete– Type 2 – The construction, alteration, repair or demolition of streets, alleys all flat work (both public and private) parking lots, sidewalks, driveways, curb cuts, curb and gutter, and floor slabs. This license also allows for the installation of monolithic foundations not exceeding 1,000 square feet.

C – Manufactured Housing – Type 1 – The installation or repair of manufactured housing (excluding structural, HVAC mechanical, gas, electrical and plumbing.)

C – Framing (Stick Built Structure) – The construction, alteration, repair or addition of the structural portions of a building or structures.

C – Roofing (General) – Application, repair or demolition of all types of approved roofing material.

C – Roofing (Shingles) – Application, repair or demolition of any manufactured or processed approved roofing material of the shingle type.

C – Drywall & Plaster – Application of drywall and plaster, taping and texturing.

C – Elevator – The installation, repair, demolition or maintenance of an elevator.

C – Excavating, Grading, Snow Removal and Demolition - Excavation, grading, snow removal and demolition of structures. A licensed Class D Contractor must obtain a permit to disconnect gas, electrical and plumbing associated with demolition of a building.

C – Insulation – Installation of insulation

C – Landscaping, sprinkler systems, fencing and tree trimming- Installation of landscaping, sprinkler systems, fencing and tree trimming (private and public).

C–Limited Technician – May perform work applicable to the class of license. All work authorized under the current NEC, as adopted and amended by the City of Gillette.

C – Low Voltage Technician – May perform work applicable to the class of license. All

work authorized under the current NEC, as adopted and amended by the City of Gillette.

C- Signage – Building Signs and facings. A Licensed Class D - Electrical Contractor must obtain a permit for electrical work associated with a sign.

C – Trim Carpentry, Painting and Flooring – Installation of cabinets, shelving and trim work. This category also includes interior and exterior painting and all types of flooring.

C- Water and Sewer Pipe Layer – Water and sanitary sewer mains and service lines to within two feet of building envelope. Installation includes Storm Sewer mains and collection lines.

C – Windows, Siding, Gutters and Garage Doors – Installation of windows, siding, gutters and garage doors.

C – Miscellaneous – This category is for contractors who perform any type of work on any building, structure or site that are not included within categories Class A, Class B, Class R, Class D, Class F and Class C-Type 1 & 2 categories. The applicant must specify which specialty work they perform. If an applicant wishes to engage in more than one specialty, a separate license must be procured for each specialty. The Building Official may create and/or delete Class C License categories as the need arises. (Ord. 3784, 3-4-2013)

(e) Class D Contractor

This class includes all plumbing, Residential Fire Suppression System in Accordance with the International Residential Code, 2015 Edition, Section P2904, & NFPA 13-D, Section 6.3 & Section 6.5 Multipurpose & Common Supply Piping Systems, electrical, mechanical, and gas, license contractors. (Ord. 2050, 6-3-96; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

(f) Class F Fire Suppression Contractor

This license shall entitle the holder to perform the work described in this section. A license must be obtained for each activity. These are life safety systems consisting of one or more of the following:

F - Chemical Fire Suppression – Type 1 – The installation, demolition, repair, alteration, removal or maintenance of chemical fire suppression systems or appurtenances.

F-FireAlarm–Type1 – The installation, demolition, repair, alteration, removal or maintenance of fire alarm systems or appurtenances in commercial building. The applicant must possess both Wyoming State and City of Gillette licenses for one of the following: low voltage technician, journeyman electrician, or master electrician.

F - Sprinkler (Fire/Standpipe) – Type 1 – The installation, demolition, repair, alteration, removal or maintenance of building fire suppression systems or appurtenances except sprinkler systems in accordance with the International Residential Code, 2015 Edition Section P2904 & NFPA 13-D, Section 6.3 & Section 6.5 Multipurpose & Common Supply Piping Systems. (water type) (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-6. License Fees.

(a) Annual fees required:

The annual license fees applicable to those herein enumerated shall be as determined by the Director and the Board with final approval by the City Council.

(b) Prorating of fees.

License fees shall not be prorated for any portion of the year.

(c) License fee refund.

License fees are not refundable. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-7. Licenses, Fee Schedule.

The following annual fees are payable upon issuance of the type of license indicated:

Type of license	New	Renewal
Class A: General Contractor	$500.00	$500.00
Class B: Building Contractor	$300.00	$300.00
Class R: Residential Contractor	$150.00	$150.00
Class C: Specialty Contractor	$75.00	$75.00

Type of license	New	Renewal
Class D Electrical	$ 150.00	$ 50.00
Class D Plumbing	$ 150.00	$ 50.00
Class D HVAC, Mechanical	$ 150.00	$ 50.00
Class D Gas Pipefitters	$ 150.00	$ 50.00
Class F: Fire Suppression Contractor	$75.00	$75.00

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3568, 7-21-2008; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

§ 5-III-8. License Renewal.

(a) Licenses shall be renewed annually with a thirty (30) day grace period following the renewal date. Any work performed after expiration and prior to obtaining such license shall be a violation of this article. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004)

(b) After the effective date of this ordinance, no license shall be renewed unless the applicant submits proof that he has satisfied the testing requirements of Section 5-III-13 of the GCC. (Ord. 3658, 1-19-2010)

(c) License Renewals shall follow the terms of section 5-III-2. In addition, the Board may disqualify an applicant if evidence has been submitted during the previous year of any of the grounds for suspension listed in section 5-III-10. (Ord. 3658, 1-19-2010)

(d) A licensee that fails to reapply for a license at the one-year anniversary date of the license shall surrender his license and the same shall be deemed to be null and void. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

§ 5-III-9. Validity of License.

a. A Master of Record shall be designated as the license holder for every business entity. A Master of Record shall pass the required license test for the qualification for the Contractor Classification. (Ord. 3784, 3-4-2013)

b. A business entity which changes its name or Master of Record shall be considered to operate without a license until the change is reported to the City. Changes shall be reported by the business entity and/or the Master of Record to the City within thirty (30) days of any changes.

c. A business entity which changes its form to create a new legal entity requires a designation of a Master of Record for the new entity. An example would include the incorporation of a sole proprietorship or the creation of a partnership or limited liability company. One of the owners of the new entity such as a stockholder or director of a corporation or a manager of a limited liability company may qualify as Master of Record. The license may be transferred to the extent that a new fee shall not be charged. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 417-2006)

§ 5-III-10 Suspension of a Class A, B, R, C, or D or F Contractor License.

(a) All licensees shall be responsible for work requiring a permit under the provisions of this article. Any person who violates the provisions of Section 5-III-10 (a) (1) or does business within the city as a Contractor without a license is guilty of a misdemeanor subject to a fine of not more than seven hundred and fifty dollars ($750.00). Each day the violation continues shall be considered a separate offense. (Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

(1) Contractor Violations. The board may suspend a Contractor license when one or more the following are committed by any Class A, B, R, C, or D or F Licensed Contractor in the City of Gillette:

(A) Failure to obtain the proper permit prior to performing work;

(B) Failure to faithfully construct, without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the department and permit issued for same, unless such changes are approved by the department;

(C) Failure to complete all work authorized on the permit issued under the authority of any City ordinance or any adopted building code unless good cause is proved;

(D) Failure to obtain inspection services when the same are required by any City ordinance or any adopted building code;

(E) Failure to pay any fee assessed under any City ordinance or any adopted building code;

(F) Failure to build in compliance with all applicable codes

(G) Failure to contact "dig-in" before doing any excavation in compliance with Wyoming Statutes § 37-12-301 through 304.

(H) Failure to immediately notify the owner of an underground facility if it is contacted or damaged in the course of excavation in compliance with Wyoming Statutes § 37-12-301 through 304.

(I) Failure to maintain a current surety bond, and insurance prior to contracting.

(J) Failure to obtain a Certificate of Occupancy prior to occupancy by an owner (defined in Section 5-III-1(c)) of a building or structure.

(K) Knowingly combining or conspiring with a person, firm, or corporation by permitting one's license to be used by such person, firm or corporation, except as provided for in §5III-1(c).

(L) By acting as agent, partner, associate, or in any other capacity, with persons,
firms or corporations to evade the provisions of this article;

(M) Knowingly violating any provisions of this article.

(N) Hiring or subcontracting to unlicensed subcontractors.

(O) Failure to Maintain a clean and safe job site.

(P) Failure to comply with the terms of a Temporary Certificate of Occupancy

(2) Violation Notice. The Building Official shall provide the Contractor written notice of the violation of Section 5-III-10 (a) (1), (the "Violation Notice") and order the Contractor to correct the violation within ten (10) days. The Violation Notice will be sent by certified mail, return receipt requested, at the address for the Contractor on file with the Building Inspection Division and may also be hand delivered to the Contractor. The Contractor shall correct the violation of § 5-III-10 (a) (1) within ten (10) days, or his Contractor license will be suspended starting on the eleventh (11) day after the Violation Notice is mailed. The suspension shall continue at least until the next meeting of the Board of Examiners following the end of the 10-day correction period. If the Contractor files a timely notice of appeal, the suspension will not go into effect. The failure to appeal as provided in this section makes the Violation Notice final and not subject to review.

(3) Violation Notice Remedies. If no appeal is filed from the Notice of Violation and the violation is not corrected in the 10-day correction period, the Board of Examiners shall hold a hearing at the next meeting of the Board of Examiners, following the end of the 10-day correction period, and shall determine the penalty as follows:

(A) The Board may suspend the contractor's license for the remainder of the year
it was issued

(i) A Contractor's license shall be suspended at least ten (10) days for failure to comply with §5-III-3-(a) -(8) G.C.C., if underground facilities owned by the City of Gillette are damaged in the course of the excavation.

(ii) A Contractor's license shall be suspended at least five (5) days for failure to comply with §5-III-3-(a) -(9) G.C.C., if underground facilities owned by the City of Gillette are damaged in the course of the excavation.

(B) The Board may place a contractor on probation the remainder of the year for
which the license was issued only if the Contractor has never been charged with a violation of § 5- III10 (a) (1) and if the Contractor has corrected the violation(s) listed in the Violation Notice. A Probationary

contractor may perform all actions permitted by a licensed Contractor. If a Probationary contractor is found to have violated §5- III-10 (a)(1), during his probationary period then his Contractor's license shall be subject to suspension pursuant to §5- III-10 (a)(4) (A) for a minimum of three (3) months.

(C) The Board may issue a formal reprimand containing the Board's findings of

fact and conclusions of law, which will become part of the Contractor's official file as an aggravating factor for license renewal. This remedy is only available for minor violations of 5-III-(a) -(1) that are remedied within the five (5) day notice period and which do not result in property damage or extra costs to any client of the contractor or other contractors.

(D) The Board may issue an informal reprimand, which will not become part of the Contractor's official file in the Building Division, nor be an aggravating factor for license renewal in the case of violations of 5-III-(a) -(1) that are remedied within the five (5) day notice period.

(4) Appeal of Violation Notice to Board of Examiners. Upon receipt of the Violation Notice, the Contractor may request a hearing by filing an appeal in writing with the Building Official within ten (10) days of mailing of the Violation Notice;

(A) When an appeal is filed, the Building Official shall notify the Board of Examiners,

at its next scheduled meeting and the Board of Examiners shall schedule the hearing for the next following scheduled meeting of the Board of Examiners, and the Building Official shall so notify the licensee in writing.

(B) The Contractor and the Master of Record shall attend the hearing on the appeal

of a Violation Notice The hearing will be conducted as a contested case hearing under the Wyoming Administrative Procedures Act. Failure of the Contractor to attend the hearing makes the decision of the Building Official final and not subject to review. Upon completion of the hearing, the board shall send written findings of fact and conclusions of law (the Final Order) by certified mail at the address for the Contractor on file with the Building Official. If the decision of the Board is adverse to the Contractor, it will include a penalty according to 5-III-10 (a)3.

(C) All Contractors whose licenses are revoked or suspended may appeal by filing

a Notice of Appeal within thirty (30) days of the date of mailing of the Board's Final Order and have the record of their case reviewed by the Gillette City Council. The failure of the Contractor to appeal as provided in this section shall make the decision of the board final and not subject to review.

(b) The Board of Examiners shall have the power to modify the suspension and/or probation. No probationary period shall extend longer than one (1) year. The Board of Examiners may also:

(1) Require a Contractor to conform his work to the appropriate code within a stated reasonable

period of time. If the Contractor fails to conform the work within the stated time period, the permit shall be voided and the Licensee shall remove himself from the job.

(2) While a license is suspended, a Contractor, or his employees shall not contract, perform warranty work, repairs or other operations commonly associated with the contracting business. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

(A) BUILDING CONTRACTOR LICENSES

§ 5-III-11. Licenses, generally.

The following licenses are issued for the term of one (1) year by the Board of Examiners in compliance with the applicable provisions of this code:

a) A Building Contractor's license may be issued to any Contractor defined in § 5-III-2 (b) G.C.C. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-12. License, Application

To obtain a license the applicant shall submit to the Board of Examiners a written and verified application for the type of license sought. The application shall state the education, training and experience of the applicant and shall contain the names and phone numbers of three (3) references who are familiar with the applicant's work. If an examination is required, results of the examination shall accompany the application prior to action on the application by the Board of Examiners. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

§ 5-III-13. Licenses, Examinations and Testing.

Examinations and testing by the State of Wyoming in the case of electrical licenses or the International Code Council, (ICC) are required for Class A, B, R, D and F licenses. When a specific ICC test is available and is required by the Building Division, then Class C categories shall be tested. The examination/testing shall measure the applicant's knowledge of the applicable building, and other codes, laws and ordinances adopted by the City; the Board shall set the application standards and establish procedures.

The owner or a full-time employee in a supervisory position shall have passed the relevant State of Wyoming or ICC examination. The individual who has passed the State of Wyoming or ICC test shall be the Master of Record and shall be the qualifying individual for not more than one (1) contractor or company at any given time, unless the Master of Record is the owner or part owner of more than one company and is in a supervisory position in each company, in which case that individual may be the Master of Record for those companies. If the Master of Record for the company resigns, a company will have sixty (60) days to provide the City with a new qualified Master of Record.

All testing for a specific license shall be satisfied if the applicant provides the Board with proof that he has successfully passed the appropriate testing requirements of the State of Wyoming or the ICC voluntary testing program. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3813, 1-7-2014)

§ 5-III-14. Licenses, Contractor Bonding and Insurance.

Class A, B, R, C, D, and F contractors must file with the Building Inspection Secretary and maintain during the term of the license:

(a) surety bond in the sum of five thousand dollars ($5,000.00), payable to the City of Gillette all or part of which may be forfeited for damage to City property; and

(b) a certificate of insurance showing that the licensee has in force public liability insurance as follows:

License	Per Occurrence	Total Aggregate
Class A General Contractor -	$1,000,000	$2,000,000
Class B Building Contactor -	$ 500,000	$1,000,000
Class R Residential Contractor	$ 500,000	$1,000,000
Class C Specialty Contractor	$ 300,000	$ 600,000
Class D Vocational Contractor	$ 300,000	$ 600,000
Class F Fire Suppression Contractor	$ 300,000	$ 600,000

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

(B) ELECTRICAL LICENSES

§ 5-III-15. Licenses, generally.

The following Class D - electrical licenses are issued for a one-year term by the Board of Examiners in compliance with the applicable provisions of this Code:

(a) An Electrical Contractor's license may be issued individually to natural persons or to corporations that hold a current Wyoming State Electrical Contractor's license.

(b) Individual Electrician's licenses are issued to natural persons who hold Wyoming State Electrician's licenses of the following kinds:

(1) Master Electrician's license; or

(2) Journeyman Electrician's license. (Ord. 2050, 6-3-96 ; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-16. Licenses - Electrical Contractors.

An Electrical Contractor must either be licensed as a Master Electrician himself or have a Master Electrician in his employ. Electrical contractors shall have at least one Master Electrician or Journeyman Electrician supervising each Apprentice Electrician. (Ord. 2050, 6-3-96; Ord. 3312, 4-192004; Ord. 3415, 4-17-2006)

§5-III-17. Licenses, Individual Electrician.

To obtain an Individual Electrician's license, one must possess the qualifications indicated herein:

(a) Master Electrician - provide copy of State of Wyoming Master Electrician's card.

(b) Journeyman Electrician - provide copy of State of Wyoming Journeyman's Electrician's card. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-18. Licenses, Fee Schedule.

The following fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Electrical Contractor	$150.00	$50.00
Master Electrician	$50.00	$ 5.00
Journeyman Electrician	$25.00	$ 5.00

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

(C) PLUMBING LICENSES

§ 5-III-19. Licenses, Plumbing Generally.

The following Class D Plumbing licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code

(a) Contractor's licenses may be issued individually or to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) Plumbing Contractor License;

(b) These licenses are issued individually to natural persons

(1) Master Plumber License;

(2) Journeyman Plumber License;

(3) Apprentice Plumber License. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-20. Licenses, Plumbing Contractors.

1. Plumbing contractors shall have at least one Master Plumber or Journeyman Plumber supervising every three Apprentice Plumbers.

a. The Master of Record of a business must be a full-time employee of that business.

b. The Master of Record of a particular plumbing contractor shall be able to respond to any job site where the plumbing contractor is employed within 48 hours.
(Ord. 419, § 5.0102; Ord. 774, §§ 1, 2, 3-17-75.; Ord 1916, 1-3-94; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

§ 5-III-21. Licenses, Individual Plumbers.

(a) To obtain a plumber's license, one must possess the qualifications indicated: (1)

Master Plumber:

(a) five years of approved experience; and
(b) passing ICC examination results. (2)

Journeyman Plumber:

(a) four years of approved experience and _
(b) passing ICC examination results. (3)

Apprentice Plumber:

(a) thirty days employment with a Gillette licensed plumbing contractor. (Ord. 419, § 4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013)

§ 5-III-22. Licenses, Examinations.

Master Plumbers and Journeyman Plumbers must show that they have passed the ICC test to receive a plumbing license. (Ord. 419, § 5.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

§ 5-III-23. Licenses, Fee Schedule.

The following fees are payable upon issuance of the type of license indicated.

Type of License	New	Renewal
Plumbing Contractor	$150	$50
Master Plumber	$50	$50
Journeyman Plumber	$25	$25
Apprentice Plumber	$5	$5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

(D) Residential Fire Suppression System Licenses

§ 5-III-24. Licenses, Residential Fire Suppression System Generally.

The following Class D – Residential Fire Suppression System licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code. Individuals must be employed by a licensed Plumbing Contractor with the City of Gillette. (Ord. 3875, 11-2-2015)

§ 5-III-25. Licenses – Residential Fire Suppression System Individuals.

(a) To obtain a Residential Fire Suppression System license, one must possess the qualifications indicated:

(1) Master:

(a) Master Plumbing License

(b) Residential Fire Suppression System ICC Certification

(2) Journeyman:

(a) Journeyman Plumbing License

(b) Residential Fire Suppression System ICC Certification (Ord. 3875, 11-2-2015)

§ 5-III-26. Licenses, Examinations.

Residential Fire Suppression System license holders must show that they have passed the specific ICC test to receive a Residential Fire Suppression System license. (Ord. 3875, 11-2-2015)

§ 5-III-27. Licenses, Fee Schedule.

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Residential Fire Suppression System	$50	$50

(Ord. 3875, 11-2-2015)

(E) HVAC MECHANICAL LICENSES

§ 5-III-28. Licenses, HVAC Mechanical Generally.

The following Class D- HVAC Mechanical licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code.

(a) Contractor's licenses may be issued to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) HVAC Mechanical Contractor License.

(b) These HVAC licenses are issued to natural persons:

(1) Master HVAC Mechanical License.
(2) Journeyman HVAC Mechanical License.
(3) Apprentice HVAC Mechanical License.

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-29. Licenses – HVAC Mechanical Contractor.

HVAC Mechanical Contractors shall have at least one Master HVAC Mechanical license holder or Journeyman Mechanical HVAC license holder supervising every three Apprentices.

(a.) The Master of Record of a business must be a full-time employee of that business.

(b.) The Master of Record of a particular HVAC Mechanical contractor shall be able to respond to any job site where the HVAC contractor is employed within 48 hours. (Ord. 3621, 5-42009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-30. Licenses – HVAC Mechanical Individuals.

(a) To obtain a HVAC Mechanical license, one must possess the qualifications indicated:

(1) Master:

(a) Five years of approved experience;

(b) passing ICC examination results.

(2) Journeyman:

(a) four years of approved experience

(b) passing ICC examination results.

(3) Apprentice:

(a) thirty days employment with a Gillette licensed HVAC Mechanical contractor. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-31. Licenses, Examinations.

Master HVAC Mechanical and Journeyman HVAC Mechanical license holders must show that they have passed the ICC test to receive a HVAC Mechanical Individual license. (Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-32. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
HVAC Mechanical Contractor	$ 150	$ 50
Master HVAC License	$ 50	$ 50
Journeyman HVAC License	$ 25	$ 25
Apprentice HVAC License.	$ 5	$ 5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

(F) Refrigeration Technicians

§ 5-III-33. Licenses, Refrigeration Technicians Generally.

The following Class D – Refrigeration Technicians licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code. Individuals must be employed by a licensed HVAC Contractor with the City of Gillette.

(a) These licenses are issued individually to natural persons;

(1) Master Refrigeration Technicians
(2) Journeyman Refrigeration Technicians
(3) Apprentice Refrigeration Technicians

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-34. Licenses – Refrigeration Technicians Individuals.

(a) To obtain Refrigeration Technicians license, one must possess the qualifications indicated:

(1) Master:

(a) five years of approved experience
(b) ESCO (Educational Standard Corp Institute Certification)

(EPA Section 608)

(c) passing ICC Certification

(2) Journeyman:

(a) four years of approved experience
(b) ESCO Institute Certification
(c) passing ICC Certification

(3) Apprentice:

(a) thirty days employment with a Gillette licensed HVAC Mechanical contractor.

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-35. Licenses, Examinations.

Master Refrigeration Technicians and Journeyman Refrigeration Technicians license holders must show they have passed the specific ICC test, and the ESCO Institute Certification to receive a Refrigeration Technicians license. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-36. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Master Refrigeration Technicians	$50	$50
Journeyman Refrigeration Technicians	$25	$25
Apprentice Refrigeration Technicians	$5	$5

(Ord. 3621, 5-4-2009)

(G) GAS PIPEFITTER LICENSES

§ 5-III-37. Licenses, Gas Pipefitter Generally.

The following Class D –Gas Pipefitters' licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code.

(a) Contractor's licenses may be issued individually or to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) Gas Pipefitter Contractor; and

(b) These licenses are issued individually to natural persons;

(1) Master Gas Pipefitter

(2) Journeyman Gas Pipefitter

(3) Apprentice Gas Pipefitter

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

§ 5-III-38 Licenses – Gas Pipefitter Contractor

Gas Pipefitter Contractors shall have at least one Master Gas Pipefitter license holder or Journeyman Gas Pipefitter license holder supervising every three Apprentices.

(a) The Master of Record of a business must be a full-time employee of that business.

(b) The Master of Record of a particular Gas Pipefitter contractor shall be able to respond to any job site where the Gas Pipefitter contractor is employed within forty- eight (48) hours. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-39. Licenses – Gas Pipefitter Individuals.

(a) To obtain a Gas Pipefitter license, one must possess the qualifications indicated:

(1) Master:

(a) five years of approved experience;

(b) passing ICC examination results.

(2) Journeyman:

(a) four years of approved experience

(b) passing ICC examination results.

(3) Apprentice:

(a) thirty days employment with a Gillette licensed Gas Pipefitter contractor.

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-40. Licenses, Examinations.

Master Gas Pipefitter and Journeyman Gas Pipefitter license holders must show that they have passed the specific ICC test or an equivalent ICC test which includes gas, approved by the Building Division, to receive a Gas Pipefitter Individual license. (Ord. 3415, 4-17-2006) (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-41. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Gas Pipefitter Contractor	$150.00	$50.00
Master Gas Pipefitter	$50	$50
Journeyman Gas Pipefitter	$25	$25
Apprentice Gas Pipefitter	$5	$5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

(H) Connections to City Water or Sewer System

§ 5-III-42. Connections to City Water or Sewer.

Connections to the city water or sewer system may be made by a licensed Class D Plumbing Contractor or Class C - Water & Sewer Pipe Layer. No connection to the city water or sewer systems or building water or sewer service lines may be covered until it is inspected by the City. (Ord. 419, § 4.0103; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

ARTICLE IV.
PERMIT FEES AND REQUIREMENTS

§ 5-IV-1. Plan Review Fees, Permit Fees and Reinspection Fees.

(a) Plan Review Fees:

1.	Plans are required for one and two-family dwellings	No charge for plan reviews
2.	First Commercial Plan Review including Commercial Master Plans and additional plan review required by changes, additions, or revisions to approved plans	1st review $100 2nd review $200 3rd review $1,125 4th and any additional reviews are $1,500 each. (Ord. 3720, 5-2-2011)

(Ord. 3874, 11-2-2015)

(b) The fee for each building permit including additions shall be as set forth in the following schedule:

Building Square Feet	Fee
0-500	$30
500-1,000	$60
1,000 - 2,000	$100
2,000-5,000	$150
Over 5,000	$150+ $.04 per square foot

Type	Permit Fee
Signs (includes LED, not video)	$30
Miscellaneous Residential includes remodels, damage, repair or residing.	$20
Miscellaneous Commercial includes remodels up to 500sq. ft., for larger projects permits are based on the above chart	$30

*Storage Building/Garage	Fee is calculated according to the Building Square Feet table, above.
*Deck	$20
Fences over 6’	$10.00
*Retaining Walls (over 4 ft. high, require engineered drawings)	$20.00
Fire Sprinkler Systems Campbell County Fire Department performs the plan check and inspections.	$30
GRADING PLAN REVIEW FEE, and GRADING PERMIT FEE	$60
Building Demolition permits	$60
Cell and other Towers	$100
Antenna Co-Locates	$100
Temporary Job Trailers	$30

Re-Roof Shingles and Shakes (Over 100 sq. ft. requires permit)

Type	square foot fee	Permit Fee
Residential		$10.00
Commercial	$.0050 per sq. ft	

(b) FOUNDATION PERMIT FEE

Foundation only	$40
Foundation only – Plumbing	$40
Foundation Only Electrical	$40
Foundation Only – Mechanical	$40

A Building Permit must be obtained to finish a basement; however, a building permit fee will be waived. Because the building square footage is charged in original plans and plumbing, and mechanical work is usually roughed-in in unfinished basements, permits are required to finish the plumbing and mechanical but there is no charge for those permits, unless there are special circumstances. For example, if the basement floor must be opened to install new plumbing drain lines or if a new hot water heater or a furnace is installed then a permit and fee will be required. A standard electrical permit is required with the standard fee for the addition of new electrical circuits as well as for electrical wiring and new outlets to finish a basement. Standard inspections from the Building Division will still be conducted and work must be in compliance with the code enforced by the City of Gillette. (Ord. 1741 12-4-89; Ord. 1956 9-19-94; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006) (Ord. 3052, 8-17-98; Ord. 3415, 4-17-2006; Ord. 3690, 9-7-2010)

(c.) Reinspection Fees.

(Ord. 3618, 3-30-2009 effective 7-1-2009)

1.	Reinspection fees assessed under provisions of Section 108.8	$60.00

(d) Disaster Permits

Permits for repairs to a building or structure as the result of a natural disaster or accident as determined and approved by the Building Official shall be free of charge. (Ord. 3690, 9-7-2010)

§ 5-IV-2. Electrical Permit Fees.

(1) The fee for an electrical permit shall be computed in accordance with the following schedule. Fees are payable at the time of issuance of the electrical permit. The Minimum fee for the issuance of an electrical permit is $10.00.

(2) Electrical repair, Temporary Construction Electrical Service, MH and RV Hook-up, (not on a privately-owned lot). Services, change services, basement finish, additions, alterations, or repairs – circuits or sub-feeder (including circuit feed for sub- feeders) on either primary or secondary services are computed separately.

(a) 0 to 60-amp capacity - $10
(b) 61 - 100-amp capacity - $12
(c) 101-200-amp capacity - $13
(d) Each additional 100-amp capacity or fraction thereof - $4.00
(e) For each sub-panel - $5.00.

(3) Residential and Commercial Electrical Fees

(a) The maximum fee for single family residences on a privately-owned lot, as outlined by the International Residential Code, including, EMHs townhouses and patio houses is:

(1) 0 to 100-amp capacity - $40.00
(2) 101 to 200-amp capacity - $50.00

(b) The maximum fee for commercial building is:

(1) For commercial building including apartment buildings single phase service:

a. 0 to 100-amp capacity - $40.00
b. 101 to 200-amp capacity - $50.00
c. For each additional 100 amp or fraction thereof - $10.00.
d. $5 for each sub-panel.

(2) For commercial building including apartment buildings three phase service:

a. 0 to 100-amp capacity - $50.00

b. 101 - 200-amp capacity - $60.00

c. For each additional 100-amp capacity or fraction thereof -$12

d. $5 for each sub-panel.

(c) The maximum fee for a new mobile home park is $10 for each space for the first 40 spaces and $5 per each additional space.

(4) In addition to the foregoing a charge is made for special installations as follows in addition to a base charge of $10:

(a) Each street lighting standard - $1

(b) Each traffic signal standard - $2

(c) Each lighted sign - $10

(Ord. 1741, 12-4-89; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006)

(5) Demolition of Building – Disconnect power service line $10. (Ord. 618, 3-30-2009 effective 7-1-2009)

§ 5-IV-3. Plumbing, Mechanical and Gas Pipefitting Permit Fees.

(a) Plumbing Permit Fees

Minimum permit fee	$10.00
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	$2.00
For each water heater	$10.00
For each industrial waste pre-treatment grease or sand-oil interceptor, including its trap and vent, excepting kitchen type grease, interceptors functioning as fixture traps	$10.00
For installation, alteration or repair of water line	$10.00
For each lawn sprinkler system and associated backflow protection devices	$5.00
For water softeners or treatment systems	$10.00
Plumbing repair (any type)	$10.00
Sewer Line Installation and/or repair	$10.00
Residential Plumbing (New single-family construction) - Interior	$30.00

Demolition of Building – Cap off plumbing at Street	$10.00

(Ord. 3874, 11-2-2015)

(b) Mechanical Permit Fees

Unit Fee Schedule-

1.	Residential-New HVAC (Includes up to 2 heating units, A/C unit, vents, ducts, bath fans, dryer vents, & fire places) $15 per unit for each additional unit (Ord. 3690, 9-7-2010)	$30.00
2.	Residential-Replacement	Per unit
	A. Installation of a furnace, woodstove or heating unit	$15.00
	B. Installation of an Air Conditioning or cooling unit	$15.00
	C. Installation of a Boiler unit	$15.00
	D. Miscellaneous	$15.00
3.	Commercial New or Replacement	Per unit
	A. Installation of a furnace, wood stove or heating unit	$20.00
	B. Installation of an Air Conditioning window unit or cooling unit	$20.00
	C. Installation of a Boiler unit	$20.00
	D. Installation of a Grease hood or Exhaust Hood	$20.00
	E. New Construction or alteration of a Commercial Building HVAC (Heating unit, venting, ducts, air conditioning unit, grease hood, bathroom fan, dryer vent) $20 per unit for each additional unit.	$75.00 Flat fee
	F. Miscellaneous	$20.00

(c) Gas Pipefitting Permit Fees

	For each gas piping system of one (1) to four (4) outlets	$10.00
	For each gas piping system of five (5) or more per outlet	$15.00

WHEREUPON, a motion was passed and the Ordinance declared adopted this 17th day of December, 2024.

CITY OF GILLETTE

_____
Mayor

ATTEST:

_____
City Clerk

PUBLICATION DATE: _____

CHAPTER FIVE

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Revised August 15, 2023 October 1, 2024

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ARTICLE I

ADOPTION OF CODES

§ 5-I-1. Administration of Adopted International and Uniform Codes.

A. Building Official.

The building official for the City, Chief Building Official ("CBO"), is hereby authorized to enforce the provisions of the Adopted International and Uniform Codes ("Adopted Construction Codes") adopted by sections 5-2 through 5-10 of the Gillette City Code. The Building Division is the enforcement agency for the Adopted Construction Codes. To enforce the Adopted Construction Codes the CBO has the authority of an unsworn law enforcement officer. The CBO may appoint a deputy building official, related technical officers, inspectors, plan examiners and other employees.

The CBO enforces and interprets the rules and regulations in conformance with the Adopted Construction Codes (Ord. 3051, 8-17-98; Ord. 3312, 4-19-2004)

B. Board of Appeals.

The City of Gillette Board of Examiners is the Board of Appeals ("Board") for the Adopted Construction Codes. The Board hears and decides appeals from orders, decisions, or determinations made by the CBO, regarding the application and interpretation of the Adopted Construction Codes. (Ord. 3051, 8-17-98; Ord. 3312, 4-19-2004)

C. Copies of Adopted Construction Codes.

At least one (1) copy of each of the Adopted Construction Codes and any amendments are available for public use and inspection at the City Clerk's office.to be made available.

D. Fees.

The fees for work under the Adopted Construction Codes are as established by City ordinance.

E. Fee refunds.

The CBO may authorize the refund of an erroneously paid or collected fee. The original permittee must file a written application with the CBO within one hundred and eighty (180) days of the payment of the fee to eligible for a refund.

F. Violation penalties.

Violation of the Adopted Construction Codes is a misdemeanor, punishable by a fine of not more than $750. Each day that a violation continues shall be deemed a separate offense. (Ord. 3312, 419-2004)

An investigation fee may be charged to any person who commences work before obtaining the necessary permit(s). The investigation fee is one hundred dollars ($100.00) or twice the permit fee, whichever is greater. (Ord. 3771, 8-20-2012)

G. Stop Work orders.

Work being done contrary to the provisions of any of the Adopted Construction Codes or in a dangerous unsafe manner shall immediately cease, upon notice from the CBO. The notice shall be in writing and state the conditions that work may resume. The notice must be provided to either the owner of the property, the owner's agent, or the person doing the work. In the case of an emergency, the CBO shall not be required to give a written notice prior to stopping work. Any person who continues work after receiving a notice to stop work is guilty of a misdemeanor and subject to the penalties set forth in Section 5-1 F. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

H. Climatic and Geographic Design Criteria for all building and structures.

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Minimum Roof Live Load for Roofs with = > 1:12 Pitch or greater 4.76 Degrees	Load reductions shall be prohibited.	**30 psf**

Minimum Roof Live Load for Roofs with less than 1:12 Pitch 4.76 Degrees	Load reductions shall be prohibited.	**35 psf**
Wind Loads		**Ultimate Design Wind Speed 115 mph Nominal Wind Speed 90 mph**
100-Year, 1 Hour Rainfall (inches)	Source: IPC Figure 1106.1(1)	**2.5**
Seismic Design Category		**B minimum**
SUBJECT TO DAMAGE FROM:		
	Weathering	**Severe**
	Frost Line Depth	**42 inches**
	Termite	**Slight to moderate**
	Decay	**None to slight**
Winter Design Temp	**Source: IPC Appendix D Table D-101**	**-8 F**

Ice Shield Underlayment Required	**Source: IBC Section 1507.1.2 IRC Section 905.1.2**	**Yes**
Flood Hazard	**Source: IRC Table R-301.2~~(1)~~ Note - G**	**10/15/1990**
Air Freezing Index	**Source: IRC Table R-403.3(2)**	**2500**
Mean Annual Temp	**Source: NOAA as referenced By the IBC.**	**450 F**

Heating ~~DegreeDays~~Degree Days (HDD)	**Climate Zone-6B.**	**7995**
Structural Concrete Minimum 28 Day Compressive Strength		**4,000 PSI**

§ 5-I-2. Adoption of International Building Code.

A. The International Building Code, 20212024 Edition, including Appendix C and H as amended from time to time ("Building Code") is hereby adopted for the incorporated areas of the City. The Building Code provides for the regulation and the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, of all buildings and structures within the City. The International Code Council A117.1-2009 National Standard for Accessible and Useable Buildings and Facilities, is also adopted in its entirety, as amended from time to time. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the Building Code are hereby adopted by the City, (Ord. 3312, 4-19-2004)

(1) Section 101.1 Title of the International Building Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Gillette, hereinafter referred to as "this code."

(2)Section 101.4.4 and 101.4.6 of the International Building Code are repealed. (Ord. 3691, 9-7-2010)

(3)Part 4. of Building of Section 105.2 of the International Building Code is amended to read as follows:

Retaining walls which are not over 4 feet (1219 mm) in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids. Retaining walls of any height, within public easements and rights of way shall require permits. (Ord. 3771, 8-20-2012)

(4)Sections 305.2, 308.5, 310.5 of the International Building Code are amended

Child Daycare shall be modified in accordance with the Wyoming State Child Care Licensing Rules. A complete guide of these rules and requirements can be viewed on the Wyoming Department of Family Services website at: http://dfswapps.state.wy.us/ (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(5) Chapter 13 of the International Building Code is amended to read as follows:

Commercial Buildings

A Comcheck compliance report using the 2012 Edition of the International Energy Conservation Code (IECC) or ASHRAE Standard 90.1.2013 shall be submitted with the proposed building plans at the time of application for review and comment. Only the building envelope calculations are required.

Exception: IBC Occupancies S-1, S-2, F-1, F-2, & U are exempt from the above requirement.

"Comcheck" software may be obtained at no cost on the internet at:

http://www.energycodes.gov/comcheck

(Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(6) Section 1612.3 Establishment of flood hazard areas is amended to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the City of Gillette has enacted sections 7-10 through 7-15 of the Gillette City Code. (Ord. 3630, 6-15-2009 effective 71-2009; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(7) Section 1805.4.3 of the International Building Code is amended to read as follows:

1805.4.3 Drainage discharge. The floor base and foundation perimeter drain shall discharge by gravity or mechanical means into an approved drainage system that complies with the International Plumbing Code. (Ord. 3659, 1-19-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

§5-I-3. Adoption of International Residential Code.

A. The International Residential Code, 20212024 Edition, including Appendix ~~AA, AB, AC, AE, AN, AQ, and AW (AW 3D Printed Construction)~~CA, CB, BA, CE, BB, BM is hereby adopted for the incorporated areas of the City. The Residential Code regulates the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all building and structures within the City. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Residential Code are hereby adopted by the City (Ord. 3312, 4-19-2004)

(1) Section R101.1 Title. of the International Residential Code is amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two- Family Dwellings of the City of Gillette, and shall be cited as such and will be referred to herein as "this code."

(2) Section R~~102.7~~ 102.6 of the International Residential Code is amended to read as follows:

R~~102.7~~ 102.6 Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue, without change, except as is specifically covered in this code, or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(3) Part 3. of Building of Section 105.2 of the International Residential Code is amended to read as follows:

Retaining walls which are not over 4 feet (1219 mm) in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge. Retaining walls of any height within public easements and rights of way shall require permits.

(4) Section R302.1 Exterior Walls of the International Residential Code is amended to read as follows:

R302.1 Exterior Walls. Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1). (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.

2. Walls of dwellings and accessory structures located on the same lot.

3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over the lot line.

4. Detached garages accessory to a dwelling located within 2 feet (610 mm) of a lot line are permitted to have roof eave projections not exceeding 4 inches (102 mm).

5. Foundation vents installed in compliance with this code are permitted.

(5) Table R302.1(2), of the International Residential Code, is repealed. (11-2-2015)

(6) Section R302.5.1. *Opening protection* of the International Residential Code is amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. (Ord. 3771, 8-20-2012)

(7) R-302.13 of the International Residential Code is repealed. (Ord. 3873, 11-2-2015)

(8) Section R309.5 of the International Residential Code is Repealed. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(9)Section **R310.4.3** Drainage, of the International Residential Code is amended to read as follows:

R~~310.4.3~~319.4.3 Drainage. Window wells shall be designed for proper drainage by connecting to the building's foundation drainage system required by Section R405.1 or by an approved alternative method. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(10) R~~313.2~~309.2 of the International Residential Code is repealed. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(11) Section R403.1.1 Footings of the International Residential Code is enacted to read as follows:

R403.1.1 Footings. Minimum steel reinforcement for typical spread footings shall be 2 (two) #4 rebar continuous. (Ord. 3555, 5-119-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(12) Section R403.1.4.1 Frost protection Exception 1 of the International Residential Code is amended to read as follows:

Freestanding accessory structures with an area of 1000 square feet (37m^2) or less and have height of 14 feet (4267.2 mm) or less shall not be required to be protected. (Ord. 3555, 5-19-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(13) Section R404.1.3.2 Foundation Walls of the International Residential Code is enacted to read as follows:

R404.1.3.2 Foundation Walls. Minimum steel reinforcement of typical foundation walls shall be #4 rebar, 2' on center, horizontal and vertical. (Ord. 3555, 5-19-00; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(14) Section R405.1 Concrete or masonry foundations, of the International Residential Code is amended to read as follows:

R405.1 Concrete or masonry foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose interior spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or other approved systems or materials shall be installed at or below the top of the footing or below that bottom of the slab and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend not less than 1 foot (305 mm) beyond the outside edge of the footing and 6 inches (152 mm) above the top of the footing and be covered with an approved filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper. Except where otherwise recommended by the drain manufacturer, perforated drains shall be surrounded with an approved filter ~~membrane~~membrane, or the filter membrane shall cover the washed gravel or crushed rock covering the drain. Drainage tiles or perforated pipe shall be placed on not less than 2 inches (51 mm) of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less than 6 inches (152 mm) of the same material. (Ord. 3662, 2-1-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-
20-2012; Ord. 3873, 11-2-2015)

Section R507.3 including the exceptions, is repealed.

Section R507.3.1 is repealed.

Section R507.3.2 is repealed.

Section R507.9.2 is repealed.

(15) Chapter 11 of the International Residential Code is amended to read as follows:

Residential Energy Efficiency Requirements for IRC Housing

Climate Zone-6B. Heating Degree Days (HDD) 7995

Note: Insulation R-Values are pre-calculated for insulation only and already assume credible ~~Rvalues~~R-values for other building materials. For example, you cannot add R-Value for sheetrock, OSB, vinyl siding, block, concrete, house wrap.

- FRAMED WALLS: R-19 CAVITY OR R-13 CAVITY + R-5 INSULATING SHEATHING.
- CEILINGS: R-49[1]

- ❖ BASEMENT WALLS: R-13 CAVITY OR R-10 CONTINUOUS. NOTE: THIS APPLIES TO FINISHED AND UNFINISHED BASEMENTS.
- ❖ FLOORS: R-30[2,3,4]
- ❖ CRAWLS PACE WALLS: R-13 CAVITY OR R-10 CONTINUOUS.
- ❖ WINDOW MAXIMUM ALLOWABLE U-FACTOR: 0.32[4]
- ❖ DOOR MAXIMUM ALLOWABLE U-FACTOR: 0.35[4]

FOOTNOTES:

1) Or insulation sufficient to fill the framing cavity, R-13 minimum. Intent: To allow for the use of hand cut rafters for cathedral ceilings & shed roofs that will not accommodate R-49

2) Or insulation sufficient to fill the framing cavity, R-19 minimum. Intent: To allow for the use of 2 X 6 floor joists that will not accommodate R-30.

3) Floor insulation may be deleted when the floor is over a conditioned space.

4) Required as modified by RES-check option. (Ord. 3691, 9-7-2010; Ord. 3873, 11-2-2015)

Additional Requirements:

1) A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall be completed by the builder or design professional and shall list all R- values of insulation for walls, ceilings/roofs, foundation walls, floor(s) over outside air, crawl space walls and or floors, ducts outside conditioned space(s), and U-factors of all doors & windows. The certificate shall list the type, size and efficiency of heating and cooling equipment. An additional copy shall be provided to the building inspection division prior to the final inspection. The "Residential Energy Efficiency Certificate" shall be provided by The City of Gillette Building Inspection Division.

2) The thickness of blown in or sprayed roof/ceiling insulation (fiberglass or cellulose) shall be written in inches on markers that are installed at least one for every 300 ft^2 throughout the attic

space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers a minimum of 1 inch high. Each marker shall face the attic access opening.

3) The following shall be caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film or solid material.
    1) All joints, seams and penetrations.
    2) Windows, doors and skylights.
    3) Openings between window and door assemblies and their respective jambs and framing.
    4) Utility penetrations.
    5) Dropped ceilings or chases adjacent to the thermal envelope.
    6) Knee walls.
    7) Walls and ceilings separating the garage from conditioned spaces.
    8) Behind tubs and showers on exterior walls.
    9) Common walls between dwelling units.
    10) Other sources of infiltration.
    11) Joints of duct systems shall be made substantially airtight in accordance with Section M1601.4.1.

4) All building plans shall clearly indicate all R-values of insulation for walls, ceilings/roofs, foundation walls, floor(s) over outside air, crawl space walls and or floors, ducts outside conditioned space(s), and U-factors of all doors & windows. The plans shall list the type, size and efficiency of heating, cooling and service water heating equipment.

5) Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. (Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3662, 2-1-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(16) Section P2503.5.1 Rough plumbing of the International Residential Code is amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 5 feet (3048 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes. (Ord. 3771, 8-20-2012)

3. Vacuum test. The portion under test shall be evacuated of air by a vacuum-type pump to achieve a uniform gauge pressure of -5 pounds per square inch or a negative 10 inches of mercury column (-34kPa). This pressure shall be held without the removal of additional air for a period of 15 minutes.

(17) Section P2603.5 *Freezing*, and P2603. 5.1 *Sewer depth*, of the International Residential Code are amended to read as follows:

P2603.5 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 66 inches below grade.

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. (Ord. 3555, 5-19-08; Ord. 3630, 6-15-2009 effective 7-1-2009; Ord. 3662, 2-1-2010; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(18) Section P2906.4 *Water Service Pipe* of the International Residential Code is enacted to read as follows:

P2906.4 Water Service Pipe. Water piping from the curb stop or meter pit to inside of a building meter or shut-off value location shall be type K copper or PE 200 Psi clear core or PE # 3408 160 psi. All joints or connections in PE piping shall be brass with minimum

2 stainless steel clamps at each side of the joint or connection. Stainless steel clamps shall be installed so that they are opposing each other or other approved connection. Interior water meters 1 inch or less in size shall have a clear space of 2 feet wide from the center of the meter and 3 feet in front of the meter housing on new construction. The measurement from the center of the meter shall be equal on both sides of the meter. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(19) Section M~~1411.9~~1411.15 of the International Residential Code is repealed. (Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

(20) Section M1502.4.2 of the International Residential Code is amended to read as follows:

M1502.4.2 Duct Installation. Exhaust ducts shall be supported at intervals not to exceed 4 feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1. Clothes dryer ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation. (Ord. 3771, 8-20-2012)

(21) Chapters 34 through 43 of the International Residential Code are repealed. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

§ 5-I-4. Adoption of International Plumbing Code.

A. The International Plumbing Code ~~2021~~ 2024 Edition, and Appendices B, D, and E, is hereby adopted by the City. The International Plumbing Code provides for regulating the installation, maintenance, and repair of plumbing, drainage systems, water systems. (Ord. 3312, 4-19-2004; Ord.

3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 112-2015)

B. The following amendments to the International Plumbing Code are hereby adopted by the City. Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Plumbing Code is amended to read as follows:

101.1 Title. These regulations shall be known as the International Plumbing Code of the City of Gillette, hereinafter referred to as "this code".

(2) Section ~~115.4~~114.4 Violation penalties of the International Plumbing Code is repealed.

(3) Sections ~~114.1~~112.1 through ~~114.4~~112.4 of the International Plumbing Code are repealed.

(4) Section 305.4 *Freezing* and 305.4.1 *Sewer depth* of the International Plumbing Code are hereby amended to read as follows:

305.4 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 66" inches below grade. (Ord. 3691, 9-72010; Ord. 3771, 8-20-2012)

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. (Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(5) Section 312.1 *Required tests*, of the International Plumbing Code is hereby amended to read as follows:

312.1 Required tests. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand

the test pressure prescribed in the following tests. All plumbing system piping shall be tested with either water or, by air. (Ord. 3771, 8-20-2012)

(6) Section 312.3 *Drainage and vent air test* of the International Plumbing Code is hereby amended to read as follows:

312.3 Drainage and vent air test. An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period. (Ord. 3771, 8-20-2012)

(7) Section 605.3 *Water service pipe*, of the International Plumbing Code is hereby amended to read as follows:

605.3 Water service pipe. Water piping from the curb stop or meter pit to inside of a building meter or shut-off value location shall be type K copper, PE 200 Psi clear core, PE # 3408 160 psi or cement lined ductile iron pipe in accordance with AWWA C104. All joints or connections in PE piping shall be brass with minimum 2 stainless steel clamps at each side of the joint or connection. Stainless steel clamps shall be installed so that they are opposing each other or other approved connection. Interior water meters 1 inch or less in size shall have a clear space of 2 feet wide from the center of the meter and 3 feet in front of the meter housing on new construction. The measurement from the center of the meter shall be equal on both sides of the meter. (Ord. 3691, 9-7-2010)

(8) Section 1003 **Grease Interceptors and Oil Separators**, of the International Plumbing Code is amended to read as follows:

Section 1003 Grease Interceptors and Oil Separators. Grease interceptors and oil separators shall comply with the requirements of Section 1003 of the International Plumbing Code and Section 17-15 (c)(4) of the Gillette City Code. (Ord. 3332, 7-19-2004; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

Section 1003.3.2 Where food waste disposers connect to grease interceptors, a solids interceptor shall separate the discharge before connecting to the grease interceptor. Solids interceptors and grease

interceptors shall be sized and rated for the discharge of the food waste disposers. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste disposer.

§5-I-5. Adoption of International Mechanical Code.

A. The International Mechanical Code ~~2021~~ 2024 Edition is hereby adopted for the incorporated areas of the City. The International Mechanical Code provides for the regulating, installation and maintenance fuel gas piping systems, fuel gas utilization equipment and related accessories. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Mechanical Code are hereby adopted by the City. (Ord. 3312, 4-19-2004; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012)

(1) Section 101.1 of the International Mechanical Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of City of Gillette hereinafter referred to as "this code."

(2) Section ~~115.4~~114.4 Violation penalties of the International Mechanical Code is repealed.

(3) Sections ~~114.1~~112.1 through ~~114.4~~112.4 of the International Mechanical Code are repealed.

§ 5-I-6. Adoption of National Electrical Code.

A. There is hereby adopted by reference the National Electrical Code, 2023 Edition, that certain document as copyrighted by the National Fire Protection Association including Article 80, also known as Annex H. Said document is hereby adopted as the Electrical Code for the incorporated areas of the City of Gillette for regulating the installation, maintenance, operation and repair of all electric wiring and electrical apparatus of any nature whatsoever, whether inside or outside of any building or structure and each and all regulations, provisions, penalties, conditions and terms of the National Electrical

Code, 2023 Edition, including Article 80, are hereby referred to, adopted, and made a part there of as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord 3461, 12-4-2006; Ord. 3536, 2-19-2008; Ord. 3691, 9-7-2010; Ord. 3728, 6-20-2011; Ord. 3830, 7-15-2014; Ord. 3980, 6-16-2020; Ord. 4034, 8-15-2023).

B. The following amendments to the Electrical Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 80.1 (2) of the National Electrical Code is repealed.

(2) Section 80.15 *Electrical Board*, of the National Electrical Code is renamed *Board of Examiners*.

(3) Section 80.15 (A) of the National Electrical Code is amended to read as follows:

(A) Board of Examiners. The Board of Examiners of the City of Gillette shall be the Board of Appeals for the interpretation of the National Electrical Code and may be referred to hereinafter as the Board.

(4) Sections (B) through (H) of Section 80.15 of the National Electrical Code are repealed

(5) Section 80.23 (B) (3) of the National Electrical Code is repealed.

(6) Sections 80.27, 80.29, 80.33 and 80.35 are repealed.

(7) Section 230.70 (A) (1) of the National Electrical Code is amended to read as follows:

(1) Readily Accessible Location. Outside disconnects are required for all services.

(8) Section 230.79 (C) of the National Electrical Code is amended to read as follows:

(C) One and Two-Family Dwellings and Townhouses. For ~~a~~ new one-family, two-family or townhouse dwelling, the service disconnecting means shall have a rating of not less than 200 amperes, 3-wire. (Ord. 3660, 1-19-2010)

§ 5-I-7. Adoption of International Fuel Gas Code.

A. The International Fuel Gas Code ~~2021~~ 2024 Edition and Appendix A, B, C and D is hereby adopted for the incorporated areas of the City. The International Fuel Gas Code provides for the regulating, installation and maintenance of fuel gas piping systems, fuel gas utilization equipment and related accessories. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873, 11-2-2015)

B. The following amendments to the International Fuel Gas Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Fuel Gas Code is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of City of Gillette hereinafter referred to as "this code."

(2) Section ~~115.4~~113.4 of the International Fuel Gas Code are repealed.

(3) Sections ~~113.1~~112.1 through ~~114.1~~112.4 of the International Fuel Gas Code are repealed.

§ 5-I-8. Adoption of International Fire Code.

A. The International Fire Code, ~~2021~~ 2024 Edition, including Appendices B, C, D, E, F, ~~and~~ G, H and I, is hereby adopted for the incorporated areas of the City. The International Fire Code provides for the regulation of the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all building and structures within the City. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3873,

11-2-2015)

B. The following amendments to the International Fire Code are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 of the International Fire Code is amended to read as follows:

101.1 Title. These regulations shall be known as the International Fire Code of the City of Gillette, hereinafter referred to as "this code".

(2) Section 103.1 General of the International Fire Code is amended to read as follows:

103.1 General. The Gillette/Wright/Campbell County Fire Protection Joint Powers Board, hereinafter the Fire Board, is the fire prevention department of the City of Gillette for the purposes of the International Fire Code. (Ord. 3691, 9-7-2010)

(3) Section 103.2 Appointment of the International Fire Code is amended to read as follows:

103.2 Appointment. The Fire Chief, as appointed by the Fire Board, or his designee, is the fire code official for the City of Gillette for the purposes of the International Fire Code. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010)

(4) Sections ~~104.7~~104.8 and ~~104.7.1~~104.8.1 of the International Fire Code are repealed. (Ord. 3691, 9-7-2010)

(5) Section ~~111.1~~112.1 of the International Fire Code is amended to read as follows:

~~111.1~~**112.1 Board of Examiners.** The Board of Examiners of the City of Gillette shall be the Board of Appeals for the interpretation of the International Fire Code and may be referred to hereinafter as the Board. (Ord. 3691, 9-7-2010)

(6) Section ~~111.3~~112.3 of the International Fire Code is repealed. (Ord. 3691, 9-7-2010)

(7) Section ~~112.4~~113.4 of the International Fire Code is repealed. (Ord. 3691, 9-7-2010; Ord. 3873, 11-2-2015)

(8) The Definitions of BONFIRE, OPEN BURNING, PORTABLE OUTDOOR FIREPLACE and RECREATIONAL FIRE in Section 202 of the International Fire Code read as follows:

BONFIRE. An outdoor fire utilized for ceremonial purposes.

OPEN BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, ~~smudgepots~~smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

PORTABLE OUTDOOR FIREPLACE. A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

RECREATIONAL FIRE. An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. (4-15-2014)

(9) Section 307.1 General and Section 307.1.1~~.1~~ Prohibited Open Burning of the International Fire Code are amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any *open burning* or *recreational fires*, unless conducted and *approved* in accordance with Sections 307.1.1 through 307.5. (4-15-2014)

307.1.1 Prohibited Open Burning. Open burning and recreational fires shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous, such as in the case of a full or partial fire restriction issued by the Campbell County Commissioners. (4-15-2014)

(10) Section 307.3 *Extinguishment Authority* of the International Fire Code is amended to read as follows:

307.3 Extinguishment Authority. When open burning or recreational fires create or add to a hazardous situation, or in the case of open burning, when a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning or recreational fire operation. (4-15-2014)

(11) Section 307.4.1 *Bonfires* of the International Fire Code is amended to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50' of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50' of a structure shall be eliminated prior to ignition. A bonfire that is not a recreational fire requires a written permit from the Fire Chief. (4-15-2014)

(12) Section 307.5 *Attendance* of the International Fire Code is amended to read as follows:

307.5 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended by a responsible adult, who is not impaired by alcohol or controlled substances, until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with minimum 4-A rating or other approved on-site fire extinguishing equipment, such as, water barrel, garden hose or water truck, shall be available for immediate utilization. (4-15-2014)

(13) Section 307.6 *Maintenance* of the International Fire Code is enacted to read as follows:

~~307.6.~~307.4.3 **Maintenance.** Fireplaces and portable fireplaces shall be maintained in good repair and shall be equipped with a spark arrestor if they have a chimney or chimney opening in the top. Fireplaces and portable fireplaces with hearth openings shall be equipped with screens. (4-15-2014)

(14) Section 401.3.2.1 of the International Fire Code is enacted to read as follows:

401.3.2~~.1~~ Central Stations. Central stations shall immediately notify the Campbell County Sheriff's Office Dispatch, for dispatch of the fire department, of alarm signals initiated by any fire alarm, fire extinguishing system, or equipment. Supervisory signals shall be relayed to the Campbell County Sheriff's Office Dispatch for dispatch of the fire department. The fire department must be notified by faxed or electronic report of all trouble signals which exist for greater than a single 6-hour time period. Campbell County Sheriff's Office Dispatch, for the Fire Department, shall be contacted prior to notification of the subscriber. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3817, 4-15-2014)

(15) Section 503.4.1 Traffic Calming Devices, of the International Fire Code is repealed. (Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(16) Section 506.1 *Where Required* of the International Fire Code is amended to read as follows:

506.1 Where Required. Key boxes shall be provided for Fire Department entry for all commercial occupancies, within the City of Gillette, that have a sprinkler system or a fire alarm and are not constantly attended 24 hours per day. The key boxes shall be installed on all new businesses before occupancy is granted. Any existing businesses that obtained a permit to do any work or change of use or occupancy which includes the installation of a sprinkler system or a fire alarm and are not constantly attended 24 hours per day, shall be required to install a key box before the work can be completed and signed off and occupancy resumed. The key box shall be located within 10 feet of the front doors, a minimum of 6 six feet above the ground level and not to exceed 7 seven feet in height unless approved in writing by the fire code official. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010;

Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014; Ord. 3848, 12-16-2014)

(17) Section 507.5.5 *Clear Space around hydrants* of the International Fire Code is amended

to read as follows:

507.5.5 Clear Space around hydrants. A 4-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(18) Section 901.10.1 Clearances, of the International Fire Code is enacted to read as follows:

~~**901.10.1**~~**509.2 Clearances.** Fire protection equipment shall not be obstructed and concealed. A minimum of (8) eight inches on each side and a clear access width of (3) three feet shall be maintained in-front of fire protection systems. Specific equipment referenced is as follows but not limited to, fire sprinkler control valves, risers, hose stations, standpipes, and fire alarm control panels. (Ord. 3549, 5-5-08; Ord.
3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

(19) Section **5706.3.1.3.2** *Existing wells* of the International Fire Code is amended to read as follows:

5706.3.1.3.2 Existing wells. Where wells are existing, buildings shall not be constructed within the distances set forth in Section 5706.3.1 for separation of wells or buildings. (Ord. 3873, 11-2-2015)

Exception: Building shall not be constructed less than 50 feet from an existing gas well that has a depth of less than 2000 feet. (Ord. 3549, 5-5-08; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord. 3817, 4-15-2014)

§ 5-I-9. Adoption of International Existing Building Code.

A. The International Existing Building Code, ~~2021~~ 2024 Edition is adopted by the City. The Existing Building Code provides for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3521, 11-19-2007; Ord. 3691, 9-7-2010; Ord. 3771, 8-20-2012; Ord.
3873, 11-2-2015)

B. The following amendments to the International Existing Building Code, are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) Section 101.1 Title of the International Existing Building Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of the City of Gillette, hereinafter referred to as "this code."

(2) Section 101.4 Existing Buildings, of the International Existing Building Code is amended to read as follows:

101.4 Applicability. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or in the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. (Ord. 3691, 9-7-2010)

(3) Section 1401.2 Conformance, of the International Existing Building Code is amended to read as follows:

1401.2 Conformance. The building shall be safe for human occupancy as determined by the International Fire Code. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.

§ 5-I-10. Adoption of Uniform Code for the Abatement of Dangerous Buildings.

A. The Uniform Code For The Abatement Of Dangerous Buildings, 1997 edition is hereby adopted by the City. The Uniform Code For The Abatement Of Dangerous Buildings provides for regulating and governing the conditions and maintenance of all property, buildings and structures by providing that structures are safe, sanitary and fit for occupation and use; the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of unfit existing structures. (Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

B. The following amendments to the Uniform Code For The Abatement of Dangerous Buildings are hereby adopted by the City. (Ord. 3312, 4-19-2004)

(1) **Section 205.1** General of the Uniform Code For The Abatement of Dangerous Buildings is amended to read as follows:

205.1 General. The Board of Examiners of the City of Gillette shall be the Board of Appeals for this Code. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code.

(2) **Section 301 BUILDING CODE** of the Uniform Code for The Abatement of Dangerous Buildings is amended to read as follows:

BUILDING CODE is the International Building Code or the International Residential Code, promulgated by the International Code Council, as adopted in Section 5-I-2 and 5- I-3 of the Gillette City Code.

(3) **Section 301 HOUSING CODE**, of the Uniform Code For The Abatement Of Dangerous Buildings is repealed.

(4) Sections 801.1, 802.1, 901, 909 and 911 of the Uniform Code for the Abatement of Dangerous Buildings are amended to read as follows:

Performance of work of repair or demolition

801.1 Procedure. When any work or repair or demolition is to be done pursuant to Section 701.3(3) of this code, the Building Official shall issue his order and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said Building Official. Plans and specifications therefor may be prepared by said Building Official, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be follows.

801.2 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

Repair and Demolition Fund

802.1 The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the Building Official to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

Account of Expense, Filing of Report, Contents

901. The Building Official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3(3) of this code. Upon the completion of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to 401.3.

Recoverable cost shall include expenses incurred by the jurisdiction for all legal services, title searches, inspector time for serving notices, posting notices on property, taking photographs, secretarial time for preparation of all documents, and all office supply material. Inspectors' and attorney's time spent during any hearing and appeal. These costs are in addition to any actual costs for the physical demolition of a building or structure.

Recording Ordinance, Abatement Assessment Roll, Lien Statement

909. After confirmation of the Report of the Director of Public Works, or Building Official, the ordinance confirming the assessment, the abatement assessment roll and a lien statement in substantial compliance with W. S. § 15-6-406(b), shall be recorded in the County land records with the Campbell County Clerk and Ex-Officio recorder of deeds.

Assessments; Foreclosure action for delinquency

911. The amount of the assessment shall be collected in the same manner as delinquent special assessments for local improvements by judicial foreclosure if they are not paid in full within 30 days after the recording of the ordinance confirming the assessment roll, according to the procedure and terms of W. S. § 15-6-406. Notice of the recording of the ordinance, the assessment roll and lien statement shall be given to the owners of the property in the same manner they were notified of the hearing on the Report of the Director of Public Works or Building Official.

In a judicial foreclosure action, it is sufficient to allege actions in conformity with the requirements of this code in lieu of the statutory requirements concerning the formation of local improvement districts listed in W. S. § 15-6-406 which are not relevant to demolitions. The City shall show the service of a Notice and Order to the owners of real property, finding that their property as described therein constitutes a dangerous building pursuant to § 302 of this code and ordering its demolition. The City shall show no appeal was filed within the time for appeal of the Notice and Order, or if an appeal has been filed, that the Notice and Order has been sustained on appeal. The City shall show that a Dangerous Building Certificate was recorded concerning the dangerous building. The City must prove the Report of the Director of Public Works or Building Official that the building has been demolished and provide the total cost of the demolition. The City must prove the owners were notified of a public hearing before the governing body of the City of Gillette to confirm the Report of the Director of Public Works or Building Official and decide either to assess the cost of the demolition against the owners or against the property and whether protests were filed by the owners. The City must allege the public hearing was held as advertised, how protests filed by the owners, if any, were resolved and that after the hearing was concluded the governing body passed a Resolution confirming the Report of the Director of Public Works Director or the Building Official, and to assess the costs of the demolition against the property itself.

The City must allege the passage of an ordinance confirming the Report of the Director of Public Works or Building Official and assessing the costs of the demolition as a special assessment against the property itself and confirming that assessment. The City must allege the Notice of the recording of the ordinance, the assessment roll and lien statement were mailed to the owners of the

property in the same manner they were notified of the hearing on the Report of the Director of Public Works or Building Official.

ARTICLE II

BOARD OF EXAMINERS

§ 5-II-1. Purpose.

This article is hereby made a part of the Building Code. Where the term "division" is used in this article, it shall mean the Building Inspection Division. Where the term "director" is used in this article, it shall mean the City Administrator or his authorized representative or designated subordinate. The term "City", as used in this article, shall mean the City of Gillette, Wyoming. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-2. Composition; appointment; qualifications of members terms of office; removal; compensation.

The Board of Examiners shall consist of nine members, all of whom must maintain a permanent residence or own, operate or maintain employment in a business within the Planning District as shown on the Planning District Boundary Map, as amended from time to time by amendments to the Comprehensive Plan, and who shall be appointed for regular three-year terms or to fill vacancies for unexpired terms, as provided by the City Code. They shall be appointed by the Mayor with the consent of the City Council. Two members of the Board shall be qualified master plumber or master HVAC - Mechanical holding current City licenses in good standing. Two members shall be qualified master electricians holding current City licenses in good standing. Two members shall be qualified general contractors holding current Class A or B City licenses in good standing. The seventh member may be chosen at large and may be nominated by the other members. The eighth and ninth members shall be chosen at large and shall be appointed by the Mayor with the consent of the City Council.

The terms of office shall be for three years, and members of the Board serving terms in March of 1989 shall have their terms extended to three years from the date their term began. The staggering of terms in effect in March of 1989 shall continue. The terms shall expire upon December first three years after the initial appointment.

A member may be removed after a hearing before the Board on written charges which may originate with the Board or the City Council. Consent of the City Council is necessary for any removal. Grounds for removal shall include but are not limited to, neglect of duties, inefficiency, malfeasance, conflict of interest and three consecutive unexcused absences from Board meetings. No member of

the Board shall participate in any matter before the Board which affects his business interests or contract obligations. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with official duties. The Board may recommend new appointees in writing to the Mayor two months prior to the expiration of terms. (Ord. 1007, 6-18-79; Ord. 1512, 2-6-84; Ord. 1718, 3-3-89; 6-18-90; Ord. 1870, 1-4-1993; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

§ 5-II-3. Chairman; secretary; rules of procedure; meetings; records.

The board of examiners shall elect its chairman from among its members, the term of chairman shall be for one year with eligibility for re-election. The board of examiners shall appoint a secretary, who may be an employee of the city. The board of examiners shall make its own rules of procedure, not in conflict with the rules and regulations of the city, and determine its time of meeting. All meetings of the board of examiners at which official action is taken shall be open to the public and all records of the board of examiners shall be a public record. (Ord. 604, §2, 12-16-69; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-4. Appeals.

Determinations of the Administrative Authority are appealable to the Board of Examiners. Determinations of the Board of Examiners are appealable to the City Council. The Wyoming Administrative Procedure Act applies to such appeals. The City Council determination constitute exhaustion of administrative remedies. (Ord. 419, § 4.0106; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-II-5. Municipal Court.

As an alternative or supplement to the procedure provided in G.C.C. § 5-II-2, the City may file a complaint in the municipal court. (Ord. 419, § 4.0106; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

ARTICLE III
BUILDING CONTRACTORS

§ 5-III-1. License required; contractor defined; exceptions.

(a) License required.

No contractor shall perform any work as a contractor within the city without first having obtained a license as provided herein. No permits shall be issued for work to be done by a contractor who does not have a valid and subsisting license as required in this article.

(b) Contractor defined.

A contractor, within the meaning of this article, is a person, firm, partnership, company, corporation, agency, association, or other organization that:

(1) Undertakes with or for another within the City to build, construct, alter, repair, add to, demolish, or move any building or structure or any portion thereof, for a fixed sum, price, fee, percentage, or other compensation or any combination thereof. (Ord. 1398, 10/4/82.)

(2) Builds, constructs, alters, adds to, moves or demolishes any building or structure either on his own or other property for the purpose of resale or rental except residence buildings and buildings or structures accessory thereto intended for his own personal use and occupancy. A person constructing his own home without the aid of a licensed contractor may secure a permit on only one residence in any five-year period and the construction of more than one residence by the person in any five (5) year period shall be presumed to be for resale. (Ord. 3567, 7-21-2008)

(c) Exception.

The following shall not be deemed to be contractors as the term is used in this article:

(1) Owners making repairs, alterations, additions, or improvements to their residence or business, including building accessory thereto which do not involve the structural elements of the building.

An Owner is any person, firm, corporation, or agent having a legal or equitable interest in the property. For the purpose of this section, the term Owner may extend, with written authorization of the Owner to perform work for which a permit is issued, to a tenant, lessee, employee(s) of the Owner.

(2) Exception: Electrical work can only be performed by the Owner or a licensed electrical contractor. For purposes of this section, the term employee shall not include anyone employed solely to perform the work for which a permit is issued. Written authorization shall be on a form provided by the Building Division.

(3) A homeowner that constructs his residence or building accessory to the residence intended for his personal use. The use under this section will be permitted one time in a five (5) year period.

(4) The Building Official shall maintain an approved listing of work which may be performed by Owners of commercial buildings without the aid of a licensed contractor. Such approval will be granted from time to time by the Board of Examiners. Other types of work may be approved by the Building Official upon application, provided the applicant has experience or knowledge which qualifies him to do the work. Denial by the Building Official of the application of an Owner of a commercial building to perform work other than that which has been approved by the formal action of the Board of
Examiners may be appealed to the Board. (Ord. 1755, 6-18-90; Ord. 2050, 6-3-96; Ord. 3415, 4-172006)

§ 5-III-2. License defined; authority; licensing board, examinations; issuance of licenses, etc.

(a) Definition.

A license is issued to the owner of a sole proprietorship or to an individual with the correct credentials as a Master of Record for a partnership, corporation, association, or other business entity to perform work according to the particular license Contractor Classification.

(b) Authority.

The Board of Examiners of the City of Gillette, hereinafter "board", shall review applications for licenses and accomplish the provisions and objectives of this article.

(c) Application standards and procedures.

The applications shall measure the applicant's knowledge of the applicable building codes; laws and ordinances adopted by the city; and the board shall set the application standards, establish procedures and shall forward to the director the results of the application.

(d) Issuance of licenses.

The determination of eligibility for license or other matters pertaining thereto shall be by the board. Applications for the contractor’s license shall be on such forms and all applicants shall furnish such information as the board may prescribe.

The Board may disqualify an applicant if:

(1) the application is incomplete, inaccurate, or contains misleading or false information,

or;

(2) the applicant has unreasonably failed to complete past construction projects

resulting in outstanding unsatisfied monetary judgments against this applicant, or;

(3) the applicant has failed to demonstrate experience or financial capacity by not

furnishing references which are relevant to the trade for which a license is sought, or;

(4) the applicant has performed work without a license after receipt of notice from the City that a license is required, or;

(5) the applicant has been convicted within the last 10 years of a felony involving moral turpitude such as forgery, embezzlement, obtaining money under false pretenses, larceny, extortion or any conspiracy to commit any of those crimes; or,

(6) evidence has been submitted to the Building Inspection Division during the previous five years of any of the grounds for suspension listed in section 5-III-10.

The board shall meet at reasonable intervals to review the information submitted in the applicant's license application, and to determine by a majority vote of the members of the board present at a meeting with a quorum, whether the application shows that the applicant is qualified to fulfill the obligations of a contractor, in which case they shall direct the Building Official to issue the applicant a license.

The department shall maintain a register reflecting the name of each contractor licensed by the City of Gillette. (Ord. 911, §2, 12-19-77; Ord. 1901, 9-20-93; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3608, 1-5-2009; Ord. 3721, 5-2-2011)

§ 5-III-3. Licensee's responsibility.

(a) General.

All licensees shall be responsible for work requiring a permit under the provisions of this article, and without limitation, to the items as herein listed:

(1) To present his license card when requested by the Building Official or his authorized representatives;

(2) To obtain a permit when the same is required;

(3) To faithfully construct, without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the department and permit issued for same, unless such changes are approved by the department;

(4) To complete all work authorized on the permit issued under the authority of the adopted construction codes unless good cause is proved;

(5) To obtain inspection services when the same are required by the adopted construction codes;

(6) To pay any fee assessed under authority of the adopted construction codes;

(7) To build in compliance with the adopted construction codes;

(8) To contact "dig-in" before doing any excavation in compliance with Wyoming Statutes § 37-12-301 through 304. (Ord. 1415, §1, 1-17-83);

(9) To immediately notify the owner of an underground facility if it is contacted or damaged in the course of excavation in compliance with Wyoming Statutes §37-12-301 through 304. (Ord. 1415, §2, 1-17-83; Ord. 2050, 6-3-96)

(b) Safety measures.

All federal and state laws and municipal ordinances dealing with measures for the safety of workmen and of the public shall be observed in addition to any requirements contained within this article. (Ord. 3415, 4-17-2006)

§ 5-III-4. Duties and responsibilities of the contractor.

All licensed contractors shall be responsible for the work under the contract including obtaining permits whether done by him or a subcontractor. The contractor is responsible for funds or property received by him for prosecution or completion of a specific project. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-5. Classification of Licenses.

There shall be various classes of licenses and the holder of each license shall be authorized to do the following:

(a) Class A: General Contractor

This license shall entitle the holder to contract for the construction, alteration or repair of any structure permitted by the Building Codes, except Class D or F Category construction

(b) Class B: Building Contractor

This license shall entitle the holder to contract for the construction, alteration, or repair of 1, 2, 3 or 4 - Family Residential Buildings of two (2) stories or less and/or one (1) story Commercial Buildings with five thousand (5,000) square feet total area or less. This license entitles a contractor to perform Class C category work with the exception of any Class D or F category work.

(c) Class R: Residential Contractor

This license shall entitle the holder to contract for the construction, alteration or repair of single-family residential structures and accessory buildings, house repair maintenance and any other activities involved in maintenance, improvement, or construction of additions to residences. This license entitles a contractor to perform Class C category work with the exception of any Class D or F category work.

(d) Class C Specialty Contractor

This license shall entitle the holder to perform the work described in this section. If an applicant desires to engage in more than one activity, a license must be obtained for each activity. Holders of Class C Type 1 licenses may perform the work of the Class C Type 2 contractors within their respective categories.

C – Structural Masonry–Type1 – The construction, alteration, repair or demolition of any structural masonry building, structure, or retaining wall.

C – Masonry Veneer – Type 2 – The erection, alteration or repair of nonstructural facing brick, precast concrete, stone or tile, and non-structural masonry fireplaces.

C – Structural Concrete–Type1 – The construction, alteration, repair or demolition of footings, foundations, retaining walls, structural walls and columns, post tension and pretension construction, precast structures, flat work (both public and private) and paving.

C – Non-Structural Concrete– Type 2 – The construction, alteration, repair or demolition of streets, alleys all flat work (both public and private) parking lots, sidewalks, driveways, curb cuts, curb and gutter, and floor slabs. This license also allows for the installation of monolithic foundations not exceeding 1,000 square feet.

C – Manufactured Housing – Type 1 – The installation or repair of manufactured housing (excluding structural, HVAC mechanical, gas, electrical and plumbing.)

C – Framing (Stick Built Structure) – The construction, alteration, repair or addition of the structural portions of a building or structures.

C – Roofing (General) – Application, repair or demolition of all types of approved roofing material.

C – Roofing (Shingles) – Application, repair or demolition of any manufactured or processed approved roofing material of the shingle type.

C – Drywall & Plaster – Application of drywall and plaster, taping and texturing.

C – Elevator – The installation, repair, demolition or maintenance of an elevator.

C – Excavating, Grading, Snow Removal and Demolition - Excavation, grading, snow removal and demolition of structures. A licensed Class D Contractor must obtain a permit to disconnect gas, electrical and plumbing associated with demolition of a building.

C – Insulation – Installation of insulation

C – Landscaping, sprinkler systems, fencing and tree trimming- Installation of landscaping, sprinkler systems, fencing and tree trimming (private and public).

C–Limited Technician – May perform work applicable to the class of license. All work authorized under the current NEC, as adopted and amended by the City of Gillette.

C – Low Voltage Technician – May perform work applicable to the class of license. All work authorized under the current NEC, as adopted and amended by the City of Gillette.

C- Signage – Building Signs and facings. A Licensed Class D - Electrical Contractor must obtain a permit for electrical work associated with a sign.

C – Trim Carpentry, Painting and Flooring – Installation of cabinets, shelving and trim work. This category also includes interior and exterior painting and all types of flooring.

C- Water and Sewer Pipe Layer – Water and sanitary sewer mains and service lines to within two feet of building envelope. Installation includes Storm Sewer mains and collection lines.

C – Windows, Siding, Gutters and Garage Doors – Installation of windows, siding, gutters and garage doors.

C – Miscellaneous – This category is for contractors who perform any type of work on any building, structure or site that are not included within categories Class A, Class B, Class R, Class D, Class F and Class C-Type 1 & 2 categories. The applicant must specify which specialty work they perform. If an applicant wishes to engage in more than one specialty, a separate license must be procured for each specialty. The Building Official may create and/or delete Class C License categories as the need arises. (Ord. 3784, 3-4-2013)

(e) Class D Contractor

This class includes all plumbing, Residential Fire Suppression System in Accordance with the International Residential Code, 2015 Edition, Section P2904, & NFPA 13-D, Section 6.3 & Section 6.5 Multipurpose & Common Supply Piping Systems, electrical, mechanical, and gas, license contractors. (Ord. 2050, 6-3-96; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

(f) Class F Fire Suppression Contractor

This license shall entitle the holder to perform the work described in this section. A license must be obtained for each activity. These are life safety systems consisting of one or more of the following:

F - Chemical Fire Suppression – Type 1 – The installation, demolition, repair, alteration, removal or maintenance of chemical fire suppression systems or appurtenances.

F-FireAlarm–Type1 – The installation, demolition, repair, alteration, removal or maintenance of fire alarm systems or appurtenances in commercial building. The applicant must possess both Wyoming State and City of Gillette licenses for one of the following: low voltage technician, journeyman electrician, or master electrician.

F - Sprinkler (Fire/Standpipe) – Type 1 – The installation, demolition, repair, alteration, removal or maintenance of building fire suppression systems or appurtenances except sprinkler systems in accordance with the International Residential Code, 2015 Edition Section P2904 & NFPA 13-D, Section 6.3 & Section 6.5 Multipurpose & Common Supply Piping Systems. (water type) (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-6. License Fees.

(a) Annual fees required:

The annual license fees applicable to those herein enumerated shall be as determined by the Director and the Board with final approval by the City Council.

(b) Prorating of fees.

License fees shall not be prorated for any portion of the year.

(c) License fee refund.

License fees are not refundable. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-7. Licenses, Fee Schedule.

The following annual fees are payable upon issuance of the type of license indicated:

Type of license	New	Renewal
Class A: General Contractor	$500.00	$500.00
Class B: Building Contractor	$300.00	$300.00
Class R: Residential Contractor	$150.00	$150.00
Class C: Specialty Contractor	$75.00	$75.00

Type of license	New	Renewal
Class D Electrical	$ 150.00	$ 50.00
Class D Plumbing	$ 150.00	$ 50.00
Class D HVAC, Mechanical	$ 150.00	$ 50.00
Class D Gas Pipefitters	$ 150.00	$ 50.00
Class F: Fire Suppression Contractor	$75.00	$75.00

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3568, 7-21-2008; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

§ 5-III-8. License Renewal.

(a) Licenses shall be renewed annually with a thirty (30) day grace period following the renewal date. Any work performed after expiration and prior to obtaining such license shall be a violation of this article. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004)

(b) After the effective date of this ordinance, no license shall be renewed unless the applicant submits proof that he has satisfied the testing requirements of Section 5-III-13 of the GCC. (Ord. 3658, 1-19-2010)

(c) License Renewals shall follow the terms of section 5-III-2. In addition, the Board may disqualify an applicant if evidence has been submitted during the previous year of any of the grounds for suspension listed in section 5-III-10. (Ord. 3658, 1-19-2010)

(d) A licensee that fails to reapply for a license at the one-year anniversary date of the license shall surrender his license and the same shall be deemed to be null and void. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

§ 5-III-9. Validity of License.

a. A Master of Record shall be designated as the license holder for every business entity. A Master of Record shall pass the required license test for the qualification for the Contractor Classification. (Ord. 3784, 3-4-2013)

b. A business entity which changes its name or Master of Record shall be considered to operate without a license until the change is reported to the City. Changes shall be reported by the business entity and/or the Master of Record to the City within thirty (30) days of any changes.

c. A business entity which changes its form to create a new legal entity requires a designation of a Master of Record for the new entity. An example would include the incorporation of a sole proprietorship or the creation of a partnership or limited liability company. One of the owners of the new entity such as a stockholder or director of a corporation or a manager of a limited liability company may qualify as Master of Record. The license may be transferred to the extent that a new fee shall not be charged. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 417-2006)

§ 5-III-10 Suspension of a Class A, B, R, C, or D or F Contractor License.

(a) All licensees shall be responsible for work requiring a permit under the provisions of this article. Any person who violates the provisions of Section 5-III-10 (a) (1) or does business within the city as a Contractor without a license is guilty of a misdemeanor subject to a fine of not more than seven hundred and fifty dollars ($750.00). Each day the violation continues shall be considered a separate offense.
(Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

(1) Contractor Violations. The board may suspend a Contractor license when one or more the following are committed by any Class A, B, R, C, or D or F Licensed Contractor in the City of Gillette:

(A) Failure to obtain the proper permit prior to performing work;

(B) Failure to faithfully construct, without substantial departure from or disregard of

drawings and specifications when such drawings and specifications have been filed and approved by the department and permit issued for same, unless such changes are approved by the department;

(C) Failure to complete all work authorized on the permit issued under the authority of any City ordinance or any adopted building code unless good cause is proved;

(D) Failure to obtain inspection services when the same are required by any City ordinance or any adopted building code;

(E) Failure to pay any fee assessed under any City ordinance or any adopted building code;

(F) Failure to build in compliance with all applicable codes

(G) Failure to contact "dig-in" before doing any excavation in compliance with Wyoming Statutes § 37-12-301 through 304.

(H) Failure to immediately notify the owner of an underground facility if it is contacted or damaged in the course of excavation in compliance with Wyoming Statutes § 37-12-301 through 304.

(I) Failure to maintain a current surety bond, and insurance prior to contracting.

(J) Failure to obtain a Certificate of Occupancy prior to occupancy by an owner (defined in Section 5-III-1(c)) of a building or structure.

(K) Knowingly combining or conspiring with a person, firm, or corporation by

permitting one's license to be used by such person, firm or corporation, except as provided for in §5III-1(c).

(L) By acting as agent, partner, associate, or in any other capacity, with persons, firms or corporations to evade the provisions of this article;

(M) Knowingly violating any provisions of this article.

(N) Hiring or subcontracting to unlicensed subcontractors.

(O) Failure to Maintain a clean and safe job site.

(P) Failure to comply with the terms of a Temporary Certificate of Occupancy

(2) Violation Notice. The Building Official shall provide the Contractor written notice of the violation of Section 5-III-10 (a) (1), (the "Violation Notice") and order the Contractor to correct the violation within ten (10) days. The Violation Notice will be sent by certified mail, return receipt requested, at the address for the Contractor on file with the Building Inspection Division and may also be hand delivered to the Contractor. The Contractor shall correct the violation of § 5-III-10 (a) (1) within ten (10) days, or his Contractor license will be suspended starting on the eleventh (11) day after the Violation Notice is mailed. The suspension shall continue at least until the next meeting of the Board of Examiners following the end of the 10-day correction period. If the Contractor files a timely notice of appeal, the suspension will not go into effect. The failure to appeal as provided in this section makes the Violation Notice final and not subject to review.

(3) Violation Notice Remedies. If no appeal is filed from the Notice of Violation and the violation is not corrected in the 10-day correction period, the Board of Examiners shall hold a hearing at the next meeting of the Board of Examiners, following the end of the 10-day correction period, and shall determine the penalty as follows:

(A) The Board may suspend the contractor's license for the remainder of the year

it was issued

(i) A Contractor's license shall be suspended at least ten (10) days for failure to comply with §5-III-3-(a) -(8) G.C.C., if underground facilities owned by the City of Gillette are damaged in the course of the excavation.

(ii) A Contractor's license shall be suspended at least five (5) days for failure to comply with §5-III-3-(a) -(9) G.C.C., if underground facilities owned by the City of Gillette are damaged in the course of the excavation.

(B) The Board may place a contractor on probation the remainder of the year for

which the license was issued only if the Contractor has never been charged with a violation of § 5-III10 (a) (1) and if the Contractor has corrected the violation(s) listed in the Violation Notice. A Probationary contractor may perform all actions permitted by a licensed Contractor. If a Probationary contractor is found to have violated §5- III-10 (a)(1), during his probationary period then his Contractor's license shall be subject to suspension pursuant to §5- III-10 (a)(4) (A) for a minimum of three (3) months.

(C) The Board may issue a formal reprimand containing the Board's findings of

fact and conclusions of law, which will become part of the Contractor's official file as an aggravating factor for license renewal. This remedy is only available for minor violations of 5-III-(a) -(1) that are remedied within the five (5) day notice period and which do not result in property damage or extra costs to any client of the contractor or other contractors.

(D) The Board may issue an informal reprimand, which will not become part of the Contractor's official file in the Building Division, nor be an aggravating factor for license renewal in the case of violations of 5-III-(a) -(1) that are remedied within the five (5) day notice period.

(4) Appeal of Violation Notice to Board of Examiners. Upon receipt of the Violation Notice, the Contractor may request a hearing by filing an appeal in writing with the Building Official within ten (10) days of mailing of the Violation Notice;

(A) When an appeal is filed, the Building Official shall notify the Board of Examiners,

at its next scheduled meeting and the Board of Examiners shall schedule the hearing for the next following scheduled meeting of the Board of Examiners, and the Building Official shall so notify the licensee in writing.

(B) The Contractor and the Master of Record shall attend the hearing on the appeal

of a Violation Notice The hearing will be conducted as a contested case hearing under the Wyoming Administrative Procedures Act. Failure of the Contractor to attend the hearing makes the decision of the Building Official final and not subject to review. Upon completion of the hearing, the board shall send written findings of fact and conclusions of law (the Final Order) by certified mail at the address for the Contractor on file with the Building Official. If the decision of the Board is adverse to the Contractor, it will include a penalty according to 5-III-10 (a)3.

(C) All Contractors whose licenses are revoked or suspended may appeal by filing

a Notice of Appeal within thirty (30) days of the date of mailing of the Board's Final Order and have the record of their case reviewed by the Gillette City Council. The failure of the Contractor to appeal as provided in this section shall make the decision of the board final and not subject to review.

(b) The Board of Examiners shall have the power to modify the suspension and/or probation. No probationary period shall extend longer than one (1) year. The Board of Examiners may also:

(1) Require a Contractor to conform his work to the appropriate code within a stated reasonable

period of time. If the Contractor fails to conform the work within the stated time period, the permit shall be voided and the Licensee shall remove himself from the job.

(2) While a license is suspended, a Contractor, or his employees shall not contract, perform warranty work, repairs or other operations commonly associated with the contracting business. (Ord.

2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3658, 1-19-2010)

(A) BUILDING CONTRACTOR LICENSES

§ 5-III-11. Licenses, generally.

The following licenses are issued for the term of one (1) year by the Board of Examiners in compliance with the applicable provisions of this code:

a) A Building Contractor's license may be issued to any Contractor defined in § 5-III-2 (b) G.C.C. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-12. License, Application

To obtain a license the applicant shall submit to the Board of Examiners a written and verified application for the type of license sought. The application shall state the education, training and experience of the applicant and shall contain the names and phone numbers of three (3) references who are familiar with the applicant's work. If an examination is required, results of the examination shall accompany the application prior to action on the application by the Board of Examiners. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

§ 5-III-13. Licenses, Examinations and Testing.

Examinations and testing by the State of Wyoming in the case of electrical licenses or the International Code Council, (ICC) are required for Class A, B, R, D and F licenses. When a specific ICC test is available and is required by the Building Division, then Class C categories shall be tested. The examination/testing shall measure the applicant's knowledge of the applicable building, and other codes, laws and ordinances adopted by the City; the Board shall set the application standards and establish procedures.

The owner or a full-time employee in a supervisory position shall have passed the relevant State of Wyoming or ICC examination. The individual who has passed the State of Wyoming or ICC test shall be the Master of Record and shall be the qualifying individual for not more than one (1) contractor or company at any given time, unless the Master of Record is the owner or part owner of

more than one company and is in a supervisory position in each company, in which case that individual may be the Master of Record for those companies. If the Master of Record for the company resigns, a company will have sixty (60) days to provide the City with a new qualified Master of Record.

All testing for a specific license shall be satisfied if the applicant provides the Board with proof that he has successfully passed the appropriate testing requirements of the State of Wyoming or the ICC voluntary testing program. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3813, 1-7-2014)

§ 5-III-14. Licenses, Contractor Bonding and Insurance.

Class A, B, R, C, D, and F contractors must file with the Building Inspection Secretary and maintain during the term of the license:

(a) surety bond in the sum of five thousand dollars ($5,000.00), payable to the City of Gillette all or part of which may be forfeited for damage to City property; and

(b) a certificate of insurance showing that the licensee has in force public liability insurance as follows:

License	Per Occurrence	Total Aggregate
Class A General Contractor -	$1,000,000	$2,000,000
Class B Building Contactor -	$ 500,000	$1,000,000
Class R Residential Contractor	$ 500,000	$1,000,000
Class C Specialty Contractor	$ 300,000	$ 600,000
Class D Vocational Contractor	$ 300,000	$ 600,000
Class F Fire Suppression Contractor	$ 300,000	$ 600,000

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3784, 3-4-2013)

(B) ELECTRICAL LICENSES

§ 5-III-15. Licenses, generally.

The following Class D - electrical licenses are issued for a one-year term by the Board of Examiners in compliance with the applicable provisions of this Code:

(a) An Electrical Contractor's license may be issued individually to natural persons or to corporations that hold a current Wyoming State Electrical Contractor's license.

(b) Individual Electrician's licenses are issued to natural persons who hold Wyoming State Electrician's licenses of the following kinds:

(1) Master Electrician's license; or

(2) Journeyman Electrician's license. (Ord. 2050, 6-3-96 ; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-16. Licenses - Electrical Contractors.

An Electrical Contractor must either be licensed as a Master Electrician himself or have a Master Electrician in his employ. Electrical contractors shall have at least one Master Electrician or Journeyman Electrician supervising each Apprentice Electrician. (Ord. 2050, 6-3-96; Ord. 3312, 4-192004; Ord. 3415, 4-17-2006)

§5-III-17. Licenses, Individual Electrician.

To obtain an Individual Electrician's license, one must possess the qualifications indicated

herein:

(a) Master Electrician - provide copy of State of Wyoming Master Electrician's card.

(b) Journeyman Electrician - provide copy of State of Wyoming Journeyman's Electrician's card. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-18. Licenses, Fee Schedule.

The following fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Electrical Contractor	$150.00	$50.00
Master Electrician	$50.00	$ 5.00
Journeyman Electrician	$25.00	$ 5.00

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

(C) PLUMBING LICENSES

§ 5-III-19. Licenses, Plumbing Generally.

The following Class D Plumbing licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code

(a) Contractor's licenses may be issued individually or to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) Plumbing Contractor License;

(b) These licenses are issued individually to natural persons

(1) Master Plumber License;

(2) Journeyman Plumber License;

(3) Apprentice Plumber License. (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)

§ 5-III-20. Licenses, Plumbing Contractors.

1. Plumbing contractors shall have at least one Master Plumber or Journeyman Plumber supervising every three Apprentice Plumbers.

a. The Master of Record of a business must be a full-time employee of that business.

b. The Master of Record of a particular plumbing contractor shall be able to respond to any job site where the plumbing contractor is employed within 48 hours.

(Ord. 419, § 5.0102; Ord. 774, §§ 1, 2, 3-17-75.; Ord 1916, 1-3-94; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

§ 5-III-21. Licenses, Individual Plumbers.

(a) To obtain a plumber's license, one must possess the qualifications indicated: (1)

Master Plumber:

(a) five years of approved experience; and
(b) passing ICC examination results. (2)

Journeyman Plumber:

(a) four years of approved experience and _

(b) passing ICC examination results. (3)

Apprentice Plumber:

(a) thirty days employment with a Gillette licensed plumbing contractor. (Ord. 419, § 4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013)

§ 5-III-22. Licenses, Examinations.

Master Plumbers and Journeyman Plumbers must show that they have passed the ICC test to receive a plumbing license. (Ord. 419, § 5.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

§ 5-III-23. Licenses, Fee Schedule.

The following fees are payable upon issuance of the type of license indicated.

Type of License	New	Renewal
Plumbing Contractor	$150	$50
Master Plumber	$50	$50
Journeyman Plumber	$25	$25
Apprentice Plumber	$5	$5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009)

(D) Residential Fire Suppression System Licenses

§ 5-III-24. Licenses, Residential Fire Suppression System Generally.

The following Class D – Residential Fire Suppression System licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code. Individuals must be employed by a licensed Plumbing Contractor with the City of Gillette. (Ord. 3875, 11-2-2015)

§ 5-III-25. Licenses – Residential Fire Suppression System Individuals.

(a) To obtain a Residential Fire Suppression System license, one must possess the qualifications indicated:

(1) Master:

(a) Master Plumbing License

(b) Residential Fire Suppression System ICC Certification

(2) Journeyman:

(a) Journeyman Plumbing License

(b) Residential Fire Suppression System ICC Certification (Ord. 3875, 11-2-2015)

§ 5-III-26. Licenses, Examinations.

Residential Fire Suppression System license holders must show that they have passed the specific ICC test to receive a Residential Fire Suppression System license. (Ord. 3875, 11-2-2015)

§ 5-III-27. Licenses, Fee Schedule.

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Residential Fire Suppression System	$50	$50

(Ord. 3875, 11-2-2015)

(E) HVAC MECHANICAL LICENSES

§ 5-III-28. Licenses, HVAC Mechanical Generally.

The following Class D- HVAC Mechanical licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code.

(a) Contractor's licenses may be issued to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) HVAC Mechanical Contractor License.

(b) These HVAC licenses are issued to natural persons:

(1) Master HVAC Mechanical License.
(2) Journeyman HVAC Mechanical License.
(3) Apprentice HVAC Mechanical License.

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-29. Licenses – HVAC Mechanical Contractor.

HVAC Mechanical Contractors shall have at least one Master HVAC Mechanical license holder or Journeyman Mechanical HVAC license holder supervising every three Apprentices.

(a.) The Master of Record of a business must be a full-time employee of that business.

(b.) The Master of Record of a particular HVAC Mechanical contractor shall be able to respond to any job site where the HVAC contractor is employed within 48 hours. (Ord. 3621, 5-42009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-30. Licenses – HVAC Mechanical Individuals.

(a) To obtain a HVAC Mechanical license, one must possess the qualifications indicated:

(1) Master:

(a) Five years of approved experience;

(b) passing ICC examination results.

(2) Journeyman:

(a) four years of approved experience

(b) passing ICC examination results.

(3) Apprentice:

(a) thirty days employment with a Gillette licensed HVAC Mechanical contractor. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-31. Licenses, Examinations.

Master HVAC Mechanical and Journeyman HVAC Mechanical license holders must show that they have passed the ICC test to receive a HVAC Mechanical Individual license. (Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-32. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
HVAC Mechanical Contractor	$ 150	$ 50
Master HVAC License	$ 50	$ 50
Journeyman HVAC License	$ 25	$ 25
Apprentice HVAC License.	$ 5	$ 5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

(F) Refrigeration Technicians

§ 5-III-33. Licenses, Refrigeration Technicians Generally.

The following Class D – Refrigeration Technicians licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code. Individuals must be employed by a licensed HVAC Contractor with the City of Gillette.

(a) These licenses are issued individually to natural persons;

(1) Master Refrigeration Technicians
(2) Journeyman Refrigeration Technicians
(3) Apprentice Refrigeration Technicians

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-34. Licenses – Refrigeration Technicians Individuals.

(a) To obtain Refrigeration Technicians license, one must possess the qualifications indicated:

(1) Master:

(a) five years of approved experience

(b) ESCO (Educational Standard Corp Institute Certification)

(EPA Section 608)

(c) passing ICC Certification

(2) Journeyman:

(a) four years of approved experience

(b) ESCO Institute Certification

(c) passing ICC Certification

(3) Apprentice:

(a) thirty days employment with a Gillette licensed HVAC Mechanical contractor.

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-35. Licenses, Examinations.

Master Refrigeration Technicians and Journeyman Refrigeration Technicians license holders must show they have passed the specific ICC test, and the ESCO Institute Certification to receive a Refrigeration Technicians license. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-36. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Master Refrigeration Technicians	$50	$50

Journeyman Refrigeration Technicians	$25	$25
Apprentice Refrigeration Technicians	$5	$5

(Ord. 3621, 5-4-2009)

(G) GAS PIPEFITTER LICENSES

§ 5-III-37. Licenses, Gas Pipefitter Generally.

The following Class D –Gas Pipefitters' licenses are issued for the term of one year by the Board of Examiners in compliance with the applicable provisions of this Code.

(a) Contractor's licenses may be issued individually or to any Contractor defined in § 5-III-5 (e) G.C.C. These licenses include:

(1) Gas Pipefitter Contractor; and

(b) These licenses are issued individually to natural persons;

(1) Master Gas Pipefitter

(2) Journeyman Gas Pipefitter

(3) Apprentice Gas Pipefitter

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

§ 5-III-38 Licenses – Gas Pipefitter Contractor

Gas Pipefitter Contractors shall have at least one Master Gas Pipefitter license holder or Journeyman Gas Pipefitter license holder supervising every three Apprentices.

(a) The Master of Record of a business must be a full-time employee of that business.

(b) The Master of Record of a particular Gas Pipefitter contractor shall be able to respond to any job site where the Gas Pipefitter contractor is employed within forty- eight (48) hours. (Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-39. Licenses – Gas Pipefitter Individuals.

(a) To obtain a Gas Pipefitter license, one must possess the qualifications indicated:

(1) Master:

(a) five years of approved experience;

(b) passing ICC examination results.

(2) Journeyman:

(a) four years of approved experience

(b) passing ICC examination results.

(3) Apprentice:

(a) thirty days employment with a Gillette licensed Gas Pipefitter contractor.

(Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-40. Licenses, Examinations.

Master Gas Pipefitter and Journeyman Gas Pipefitter license holders must show that they have passed the specific ICC test or an equivalent ICC test which includes gas, approved by the Building Division, to receive a Gas Pipefitter Individual license. (Ord. 3415, 4-17-2006) (Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

§ 5-III-41. Licenses, Fee Schedule

The following annual fees are payable upon issuance of the type of license indicated:

Type of License	New	Renewal
Gas Pipefitter Contractor	$150.00	$50.00
Master Gas Pipefitter	$50	$50
Journeyman Gas Pipefitter	$25	$25
Apprentice Gas Pipefitter	$5	$5

(Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3875, 11-2-2015)

(H) Connections to City Water or Sewer System

§ 5-III-42. Connections to City Water or Sewer.

Connections to the city water or sewer system may be made by a licensed Class D Plumbing Contractor or Class C - Water & Sewer Pipe Layer. No connection to the city water or sewer systems or building water or sewer service lines may be covered until it is inspected by the City. (Ord. 419, § 4.0103; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006; Ord. 3621, 5-4-2009; Ord. 3784, 3-4-2013; Ord. 3875, 11-2-2015)

ARTICLE IV.
PERMIT FEES AND REQUIREMENTS

§ 5-IV-1. Plan Review Fees, Permit Fees and Reinspection Fees.

(a) Plan Review Fees:

1.	Plans are required for one and two-family dwellings	No charge for plan reviews
2.	First Commercial Plan Review including Commercial Master Plans and additional plan review required by changes, additions, or revisions to approved plans	1st review $100 2nd review $200 3rd review $1,125 4th and any additional reviews are $1,500 each. (Ord. 3720, 5-2-2011)

(Ord. 3874, 11-2-2015)

(b) The fee for each building permit including additions shall be as set forth in the following schedule:

Building Square Feet	Fee
0-500	$30
500-1,000	$60
1,000 - 2,000	$100
2,000-5,000	$150
Over 5,000	$150+ $.04 per square foot

Type	Permit Fee
Signs (includes LED, not video)	$30

Miscellaneous Residential includes remodels, damage, repair or residing.	$20
Miscellaneous Commercial includes remodels up to 500sq. ft., for larger projects permits are based on the above chart	$30

*Storage Building/Garage	Fee is calculated according to the Building Square Feet table, above.
*Deck	$20
Fences over 6’	$10.00
*Retaining Walls (over 4 ft. high, require engineered drawings)	$20.00
Fire Sprinkler Systems Campbell County Fire Department performs the plan check and inspections.	$30
GRADING PLAN REVIEW FEE, and GRADING PERMIT FEE	$60
Building Demolition permits	$60
Cell and other Towers	$100
Antenna Co-Locates	$100
Temporary Job Trailers	$30

Re-Roof Shingles and Shakes (Over 100 sq. ft. requires permit)

Type	square foot fee	Permit Fee

Residential		$10.00
Commercial	$.0050 per sq. ft	

(b) FOUNDATION PERMIT FEE

Foundation only	$40
Foundation only – Plumbing	$40
Foundation Only Electrical	$40
Foundation Only – Mechanical	$40

A Building Permit must be obtained to finish a basement; however, a building permit fee will be waived. Because the building square footage is charged in original plans and plumbing, and mechanical work is usually roughed-in in unfinished basements, permits are required to finish the plumbing and mechanical but there is no charge for those permits, unless there are special circumstances. For example, if the basement floor must be opened to install new plumbing drain lines or if a new hot water heater or a furnace is installed then a permit and fee will be required. A standard electrical permit is required with the standard fee for the addition of new electrical circuits as well as for electrical wiring and new outlets to finish a basement. Standard inspections from the Building Division will still be conducted and work must be in compliance with the code enforced by the City of Gillette. (Ord. 1741 12-4-89; Ord. 1956 9-19-94; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006) (Ord. 3052, 8-17-98; Ord. 3415, 4-17-2006; Ord. 3690, 9-7-2010)

(c.) Reinspection Fees.

(Ord. 3618, 3-30-2009 effective 7-1-2009)

1.	Reinspection fees assessed under provisions of Section 108.8	$60.00

(d) Disaster Permits

Permits for repairs to a building or structure as the result of a natural disaster or accident as determined and approved by the Building Official shall be free of charge. (Ord. 3690, 9-7-2010)

§ 5-IV-2. Electrical Permit Fees.

(1) The fee for an electrical permit shall be computed in accordance with the following schedule. Fees are payable at the time of issuance of the electrical permit. The Minimum fee for the issuance of an electrical permit is $10.00.

(2) Electrical repair, Temporary Construction Electrical Service, MH and RV Hook-up, (not on a privately-owned lot). Services, change services, basement finish, additions, alterations, or repairs – circuits or sub-feeder (including circuit feed for sub- feeders) on either primary or secondary services are computed separately.

(a) 0 to 60-amp capacity - $10
(b) 61 - 100-amp capacity - $12
(c) 101-200-amp capacity - $13
(d) Each additional 100-amp capacity or fraction thereof - $4.00
(e) For each sub-panel - $5.00.

(3) Residential and Commercial Electrical Fees

(a) The maximum fee for single family residences on a privately-owned lot, as outlined by the International Residential Code, including, EMHs townhouses and patio houses is:

(1) 0 to 100-amp capacity - $40.00
(2) 101 to 200-amp capacity - $50.00

(b) The maximum fee for commercial building is:

(1) For commercial building including apartment buildings single phase service:

a. 0 to 100-amp capacity - $40.00

b. 101 to 200-amp capacity - $50.00

c. For each additional 100 amp or fraction thereof - $10.00.

d. $5 for each sub-panel.

(2) For commercial building including apartment buildings three phase service:

a. 0 to 100-amp capacity - $50.00

b. 101 - 200-amp capacity - $60.00

c. For each additional 100-amp capacity or fraction thereof -$12

d. $5 for each sub-panel.

(c) The maximum fee for a new mobile home park is $10 for each space for the first 40 spaces and $5 per each additional space.

(4) In addition to the foregoing a charge is made for special installations as follows in addition to a base charge of $10:

(a) Each street lighting standard - $1

(b) Each traffic signal standard - $2

(c) Each lighted sign - $10

(Ord. 1741, 12-4-89; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006)

(5) Demolition of Building – Disconnect power service line $10. (Ord. 618, 3-30-2009 effective 7-1-2009)

§ 5-IV-3. Plumbing, Mechanical and Gas Pipefitting Permit Fees.

(a) Plumbing Permit Fees

Minimum permit fee	$10.00
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	$2.00
For each water heater	$10.00
For each industrial waste pre-treatment grease or sand-oil interceptor, including its trap and vent, excepting kitchen type grease, interceptors functioning as fixture traps	$10.00
For installation, alteration or repair of water line	$10.00
For each lawn sprinkler system and associated backflow protection devices	$5.00
For water softeners or treatment systems	$10.00
Plumbing repair (any type)	$10.00
Sewer Line Installation and/or repair	$10.00
Residential Plumbing (New single-family construction) - Interior	$30.00
Demolition of Building – Cap off plumbing at Street	$10.00

(Ord. 3874, 11-2-2015)

(b) Mechanical Permit Fees

Unit Fee Schedule-

1.	Residential-New HVAC (Includes up to 2 heating units, A/C unit, vents, ducts, bath fans, dryer vents, & fire places) $15 per unit for each additional unit (Ord. 3690, 9-7-2010)	$30.00
2.	Residential-Replacement	Per unit
	A. Installation of a furnace, woodstove or heating unit	$15.00

	B. Installation of an Air Conditioning or cooling unit	$15.00
	C. Installation of a Boiler unit	$15.00
	D. Miscellaneous	$15.00
3.	Commercial New or Replacement	Per unit

	A. Installation of a furnace, wood stove or heating unit	$20.00
	B. Installation of an Air Conditioning window unit or cooling unit	$20.00
	C. Installation of a Boiler unit	$20.00
	D. Installation of a Grease hood or Exhaust Hood	$20.00
	E. New Construction or alteration of a Commercial Building HVAC (Heating unit, venting, ducts, air conditioning unit, grease hood, bathroom fan, dryer vent) $20 per unit for each additional unit.	$75.00 Flat fee
	F. Miscellaneous	$20.00

(c) Gas Pipefitting Permit Fees

	For each gas piping system of one (1) to four (4) outlets	$10.00
	For each gas piping system of five (5) or more per outlet	$15.00

(Ord. 1741, 12-4-89; Ord. 2050, 6-3-96; Ord. 3052, 8-17-98; Ord. 3415, 4-17-2006; Ord. 3618, 3-30-2009; Ord. 4004, eff. 1-3-2022)

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing the Vacation of a 20-Foot-Wide Public Access Easement Recorded in Book 1457 of Photos, Page 475-477 by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 7/0)

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

A request seeking approval for the vacation of a 20-foot public access easement at 200 N Garner Lake Rd. The public access easement was granted in 1997 for the purpose of the City of Gillette accessing a city-owned water well that lies east of the property. A Minor Subdivision, PL2024-0088 – Peterson Subdivision, was proposed and approved at a previous meeting. This subdivision will create right-of-way (ROW) to facilitate the future expansion of Warlow Drive. This new ROW will now be utilized by city staff to access the well east of the property, rendering the existing access easement no longer necessary.

City staff does not recommend the city seek compensation from the applicant for the value of the easement to be vacated. Rather, the applicant will provide separate access to the city's existing facilities through existing easements and other right-of-way dedication(s) as part of the subdivision platting process.

The vacation of this easement is a requirement of PL2024-0088 as the easement does not appear on the plat. The easement was left off as it was known that the owner of the property wanted to vacate the access easement.

This case was approved by the Planning Commission during their November 12, 2024, meeting with a vote of 7/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve an Ordinance Approving and Authorizing the Vacation of a 20-Foot-Wide Public Access Easement Recorded in Book 1457 of Photos, Page 475-477 by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

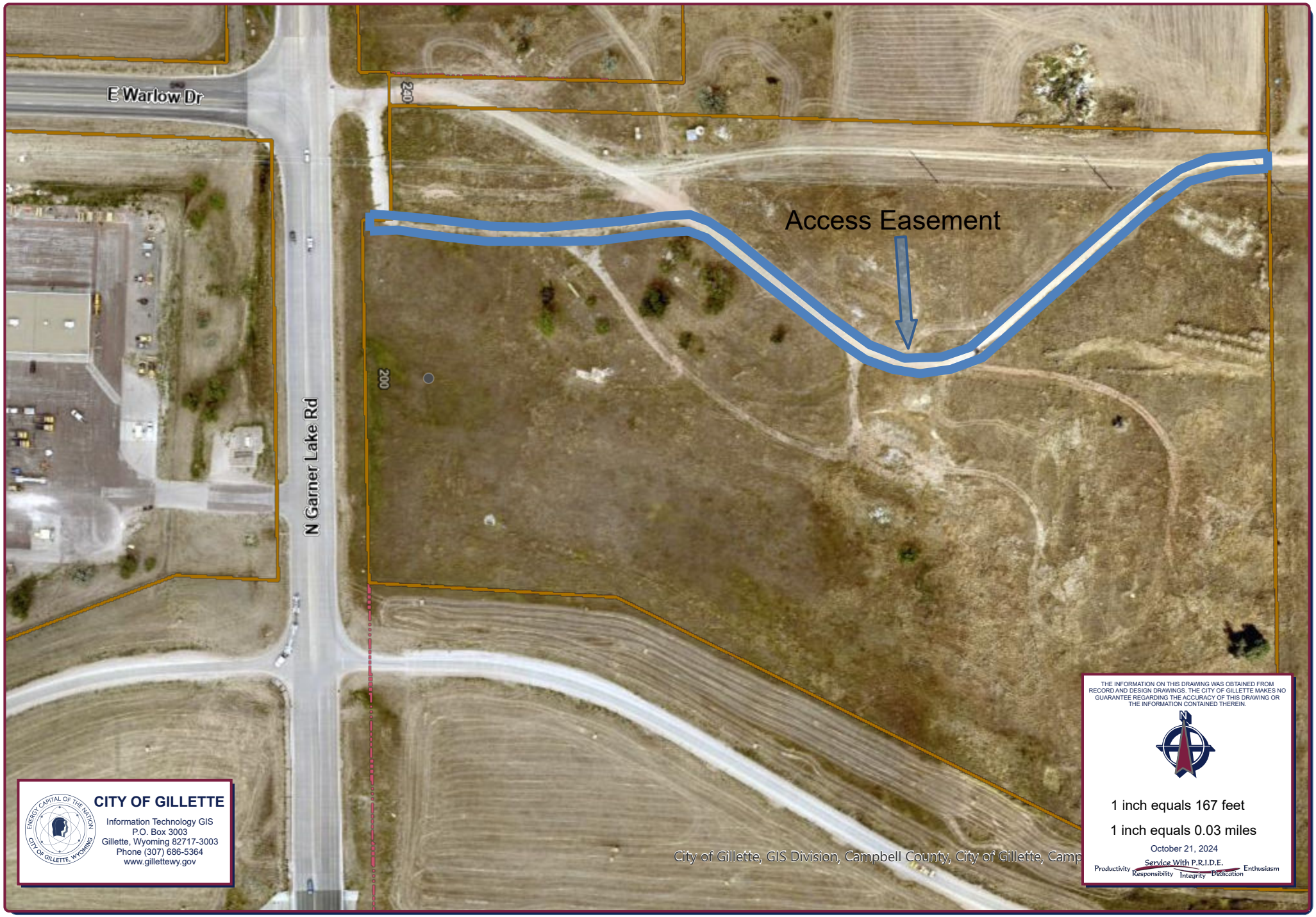
STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Vicinity Map
Ordinance
Exhibit A Map
Planning Requirements
Meeting Minutes 11.12.24

Easement Vacation | 200 N Garner Lake Rd



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

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1 inch equals 167 feet

1 inch equals 0.03 miles

October 21, 2024

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

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE VACATION OF A 20-FOOT-WIDE PUBLIC ACCESS EASEMENT RECORDED IN BOOK 1457 OF PHOTOS, PAGE 475-477 BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.
Pursuant to the petition of the City of Gillette and with the permission of the property owner of Tract A, of the Peterson Subdivision, a simple subdivision recorded in document number 2023-07851 by the Campbell County Clerk, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the vacation of the 20-foot wide public access easement, as contained entirely within Tract A, of the Peterson Subdivision, a simple subdivision recorded in document number 2023-07851 by the Campbell County Clerk, the easement being recorded by the Campbell County Clerk in Book 1457 of Photos, Page 475-477, will not abridge or destroy any of the rights and privileges of the other landowners in the vicinity of the vacation, and further finds that the vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached Exhibit "A" Map.

SECTION TWO.
(a) The Ordinance and Exhibit "A" Map shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, _____, 2024.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2024.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: _____, 2024

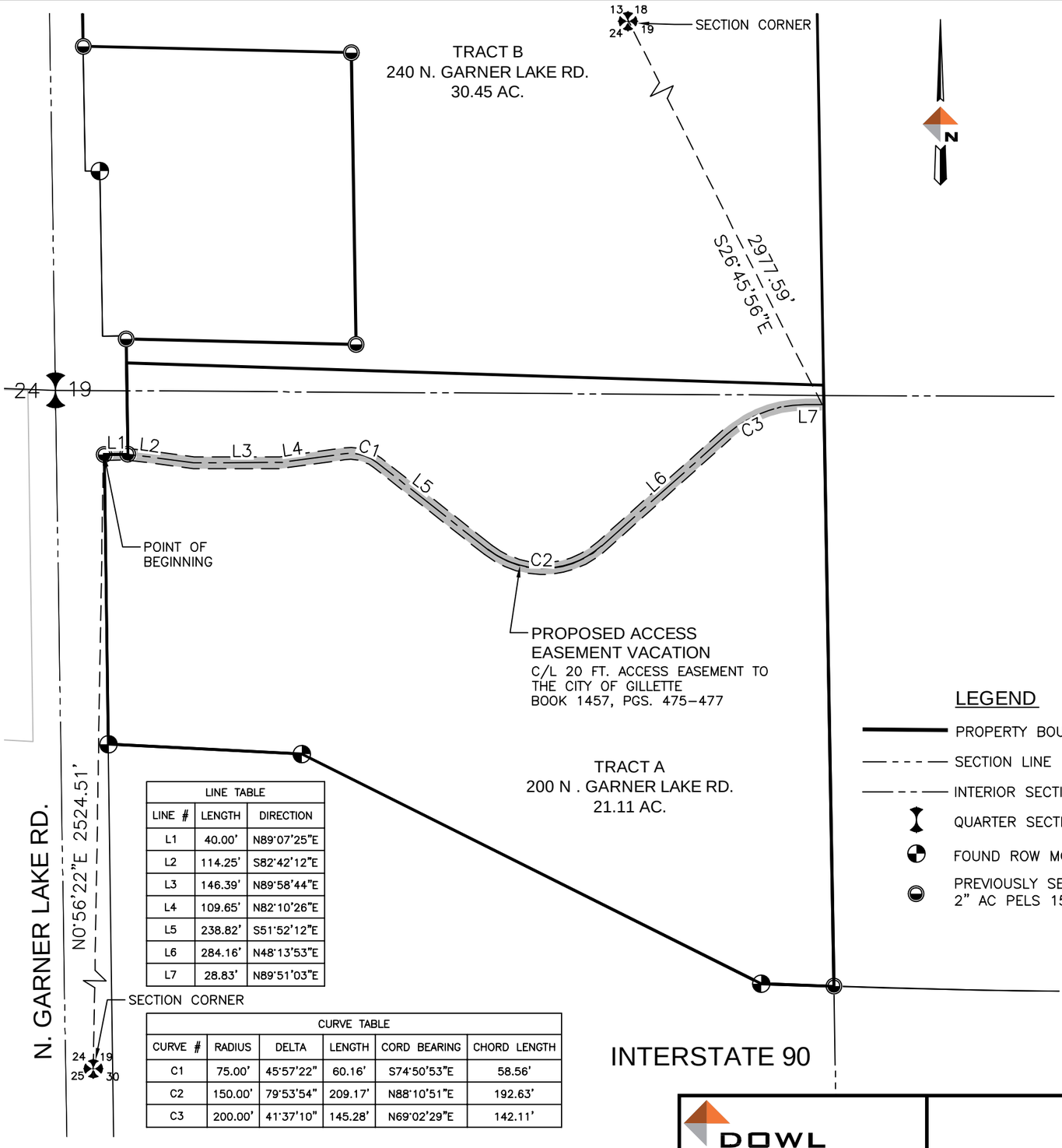
STATE OF WYOMING)
)ss.
County of Campbell)

On this ___ day of _____, 2024, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.00'	N89°07'25"E
L2	114.25'	S82°42'12"E
L3	146.39'	N89°58'44"E
L4	109.65'	N82°10'26"E
L5	238.82'	S51°52'12"E
L6	284.16'	N48°13'53"E
L7	28.83'	N89°51'03"E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CORD BEARING	CHORD LENGTH
C1	75.00'	45°57'22"	60.16'	S74°50'53"E	58.56'
C2	150.00'	79°53'54"	209.17'	N88°10'51"E	192.63'
C3	200.00'	41°37'10"	145.28'	N69°02'29"E	142.11'

EXHIBT A
EASEMENT VACATION

PORTION OF THE NW1/4SW1/4 OF SECTION 19,
T50N, R71W, OF THE 6TH P.M.

LEGAL DESCRIPTION

THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR AN EASEMENT VACATION, AS OFFICIALLY RECORDED IN BOOK 1457, PAGES 475–477 IN THE RECORDS OF THE CAMPBELL COUNTY CLERKS OFFICE, SITUATED IN A PORTION OF THE NW1/4SW1/4, OF SECTION 19, T20N, R71W, 6TH P.M., CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 20 FEET IN WIDTH, LYING 10 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST ROW LINE OF GARNER LAKE ROAD, WHICH POINT IS 80.00 FEET FROM THE WEST LINE OF SAID SECTION 19, AND WHICH BEARS N 00 °56'22" E, 2524.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 19;

THENCE ALONG SAID ROW N 89°07'25" E A DISTANCE OF 40.00 FEET TO A POINT; THENCE S 82°42'12" E A DISTANCE OF 114.25 FEET TO A POINT; THENCE N 89°58'44" E A DISTANCE OF 146.39 FEET TO A POINT; THENCE N 82°10'26" E A DISTANCE OF 109.65 FEET TO A POINT; THENCE A DISTANCE OF 60.16 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, CENTRAL ANGLE OF 45°57'22", AND A CHORD WHICH BEARS S 74°50'53" E, 58.56 FEET TO A POINT; THENCE S 51°52'12" E A DISTANCE OF 238.82 FEET TO A POINT; THENCE A DISTANCE OF 209.17 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 79°53'54", AND A CHORD WHICH BEARS N 88°10'51" E, 192.63 FEET TO A POINT; THENCE N 48°13'53" E A DISTANCE OF 284.16 FEET TO A POINT; THENCE A DISTANCE OF 145.28 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 41°37'10", AND A CHORD WHICH BEARS N 69°02'29" E, 142.11 FEET TO A POINT; THENCE N 89°51'03" E A DISTANCE OF 28.83 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NW1/4SW1/4, WHICH POINT BEARS S 26°45'56" E, 2977.59 FEET FROM THE NORTHWEST CORNER OF SECTION 19;

THIS EASEMENT VACATION BEING 1377 FEET IN LENGTH AND CONTAINING 0.63 ACRES, MORE OR LESS.

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- INTERIOR SECTION LINE
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- PREVIOUSLY SET 2" AC PELS 15057

SURVEY CERTIFICATE

I, TAD R. ROSENLUND, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, AND THAT SAID EASEMENT VACATION IS ACCURATELY REPRESENTED AS SHOWN HEREON.

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date 10/16/24
WYOMING

DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave
Sheridan, Wyoming 82801
307-672-9006

EXHIBIT A
EASEMENT VACATION

PORTION OF THE NW1/4SW1/4 OF SECTION 19, T50N, R71W,
OF THE 6TH P.M, CAMPBELL COUNTY, WYOMING.

PROJECT	63/28034.01
DATE	10/16/2024

C:\dowl_pw\d0410099\SC-ESMT-VAC-2-28034.dwg PLOT DATE 2024-10-16 16:11 SAVED DATE 2024-10-16 15:59 USER: trosenlund

PL2024-0097-Easement Vacation-200 N Garner Lake Rd

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ November 12, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Cristal Pratt, Richard Cone, Matthew Nelson, Ian Scott, and Jack Colson.

Commission Members Absent: None

Staff Present: Shannon Stefanick, Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Ian Scott to approve the meeting minutes of October 22, 2024. Cristal Pratt seconded the motion. Motion carried 7/0.

Case No. PL2024-0097 EASEMENT VACATION -- 200 N Garner Lake Road

A request seeking approval for the vacation of a 20-foot public access easement at 200 N Garner Lake Rd.

The public access easement was granted in 1997 for the purpose of the City of Gillette accessing a city-owned water well that lies east of the property. A Minor Subdivision, PL2024-0088 – Peterson Subdivision, was proposed and approved at a previous meeting. This subdivision will create right-of-way (ROW) to facilitate the future expansion of Warlow Dr. This new ROW will now be utilized by city staff to access the well east of the property, rendering the existing access easement no longer necessary.

The vacation of this easement is a requirement of PL2024-0088 as the easement does not appear on the plat. The easement was left off as it was known that the owner of the property wanted to vacate the access easement.

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

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

Richard Cone asked if there will still be access to the well on the property. Shannon Stefanick said after the easement is filed at the County, then the subdivision plat will be filed where there is a line in between the two lots that will be the new right-of-way and will facilitate the city's access to the well. As well, there are a few utility easements located below that will allow access to the water and electrical infrastructure.

There being no further comments or questions Richard Cone made a motion to approve the case, and Vice-Chair Conklin seconded. The Motion carried 7/0.

Case No. PL2024-0096 ZONING MAP AMENDMENT Parcel No. 20140221161 0310332631206

The owner is proposing to rezone Parcel No. 20140221161 0310332631206 that is along Force Road from R-S, Suburban Residential District to C-1, General Commercial District. The property is approximately 0.96 acres and is currently vacant; there are city utilities available.

The minimum district size for a C-1 zoning district is 4 acres. This rezone would not meet the minimum district requirements as the adjacent C-1 zoning district that the

property would merge with is only 1.88 acres; the merging of this rezone would help the existing come closer to compliance, as it would become 2.84 acres, but it would still be short of the 4-acre minimum.

The Zoning Ordinance does allow for adjacent County Zoning to be taken into consideration for minimum acreage calculations if the use is similar to those being sought by the applicant (Section 12.f.2.d); for the purpose of this rezone request, Staff does recognize that the adjacent County Zoning District is C-1, General Commercial, and can be used to meet the minimum acreage requirements, which it does at 17.16 acres.

Shannon Stefanick said the city received several inquiries from the public on the case. Most were concerns of what will be done with the parcel and if obnoxious structures are being built and lighting being put in. None of the citizen calls were in direct opposition but they did have concerns, Ms. Stefanick said.

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

Carolyn Killion, owner/resident next to the proposed rezoned property, was present and said she has come into meetings the past regarding this property and wanted to know how many times she had to come in and fight against a proposed rezoning on the property. Ms. Killion said the rezoning did not pass Council voting last time, she said due to the residents such as herself speaking out against it. Ms. Killion said she has lived in her home for 35 years and is concerned that once the property is zoned commercial it can be used for just about anything including a truck stop or a bar.

Ms. Killion said she is concerned for the children riding bikes on the sidewalk if it were to be turned into a truck stop. Ms. Killion said with her bedroom facing the property she is also concerned with lighting that will be used and if trucks will be puling in and out of the area at all hours of the night. Ms. Killion said while The Little Store was located on one of the lots, she said she called police several times due to attempted break-ins, fights, and vandalism, and is concerned with changing the zoning to commercial that it would bring up the crime rate in the area.

Ms. Killion thinks with the lot staying zoned residential it would continue to be a buffer for herself and the other residents for the commercial property traffic. Ms. Killion said there is a sign for no use of Jake Brakes by semi-trucks; however, she said she hears the trucks using the brakes coming down the hill. She feels if a truck stop were to be put in there would be even more trucks using them and feels no tickets are being given out that she has witnessed and has believes that the sign does not stop the use of the brakes.

Ms. Stefanick said the landscaping code does call for a buffer between commercial and residential properties, so there would be a buffer to whatever is built on the property.

William Hoskinson, owner of the proposed rezoned property, was present and said they just purchased the property along with the two adjacent lots, and their plans are rather transparent as they are going to build a gas station and a convenience store on the initial lot where the Little Store was located. The next phase of their plan would be a strip mall with a coffee shop and restaurant that served breakfast along with spaces for others to

rent. Mr. Hoskinson said a truck stop would not work on the property for a variety of reasons.

Ms. Killion asked for the strip mall what the working hours would be and if it would be late night, Mr. Hoskinson said for Gillette a late-night business would most probably not work as Gillette's business are typically 8 am to 5 pm or a little later so it would follow those hours.

Chair Hottell asked what type of buffer was being looked at being put in. Mr. Hoskinson said he was looking for the result to look very nice and he would do what was required as far as the landscaping buffer and to address the concerns of the residents.

Richard Cone said another concern was the lighting of the businesses at night for those that live in the area and asked if the lights would be not glaring in the residents' windows. Mr. Hoskinson said he could handle that with dimmers on the lights and use other technology to handle that. Mr. Hoskinson said the empty lots do back up to residents' homes and they would be cognizant of it, as the other two lots zoned commercial were also backed up against residential lots.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Jack Colson seconded. The Motion carried 7/0.

OLD BUSINESS — None.

NEW BUSINESS — Shannon Stefanick said the next meeting will be December 10, 2024. There will not be a Planning Commission Meeting on November 26, 2024, or December 24, 2024.

ADJOURNMENT — The meeting was adjourned at 5:37 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for 0.96 Acres Along Force Road, City of Gillette, Campbell County, Wyoming from R-S, Suburban Residential District, to C-1, General Commercial District, Per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 7/0)

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

The owner is proposing to rezone Parcel No. 201402211610310332631 that is along Force Road from R-S, Suburban Residential District to C-1, General Commercial District. The property is approximately 0.96 acres and is currently vacant; there are city utilities available.

The minimum district size for a C-1 zoning district is 4 acres. This rezone would not meet the minimum district requirements as the adjacent C-1 zoning district that the property would merge with is only 1.88 acres; the merging of this rezone would help the existing come closer to compliance, as it would become 2.84 acres, but it would still be short of the 4-acre minimum. The Zoning Ordinance does allow for adjacent County Zoning to be taken into consideration for minimum acreage calculations if the use is similar to those being sought by the applicant (*Section 12.f.2.d*); for the purpose of this rezone request, Staff does recognize that the adjacent County Zoning District is C-1, General Commercial, and can be used to meet the minimum acreage requirements, which it does at 17.16 acres.

The surrounding Zoning Districts are:

North – R-1, Single-Family Residential District

East – C-1, General Commercial District

South – County, County C-1, General Commercial District

West – R-S, Suburban Residential District

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

(1) Correct an obvious error, or

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

This proposed rezone recognizes recognize changing conditions within the City. The reason for the change per the applicant is to, “Update the zoning prior to subdividing and site plan”. This area of the city, the southwestern quadrant, is lacking commercial uses and is heavily residential. This rezone would recognize the commercial need of services in this part of the city.

· Public Welfare – increased opportunity for commercial business to support surrounding neighborhoods.

This case was approved by the Planning Commission during their November 12, 2024, meeting with a vote of 7/0.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval of Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for 0.96 Acres Along Force Road, City of Gillette, Campbell County, Wyoming from R-S, Suburban Residential District, to C-1, General Commercial District, Per the Attached Exhibit. Subject to all Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Map
Ordinance
Exhibit Map
Planning Requirements
Findings of Facts
Meeting Minutes 11.12.24

PL2024-0096 | Zoning Map Amendment

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

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

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1 inch equals 167 feet

1 inch equals 0.03 miles

October 22, 2024

Service With P.R.I.D.E.
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ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR PARCEL NO. 201402211610310332631, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, TO C-1, GENERAL COMMERCIAL DISTRICT, PER THE ATTACHED EXHIBIT, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

Section 1. Legal Description

Parcel No. 201402211610310332631, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Parcel No. 201402211610310332631, City of Gillette, Campbell County, Wyoming, is hereby amended from R-S, Suburban Residential District, to C-1, General Commercial District, per the attached Exhibit.

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

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

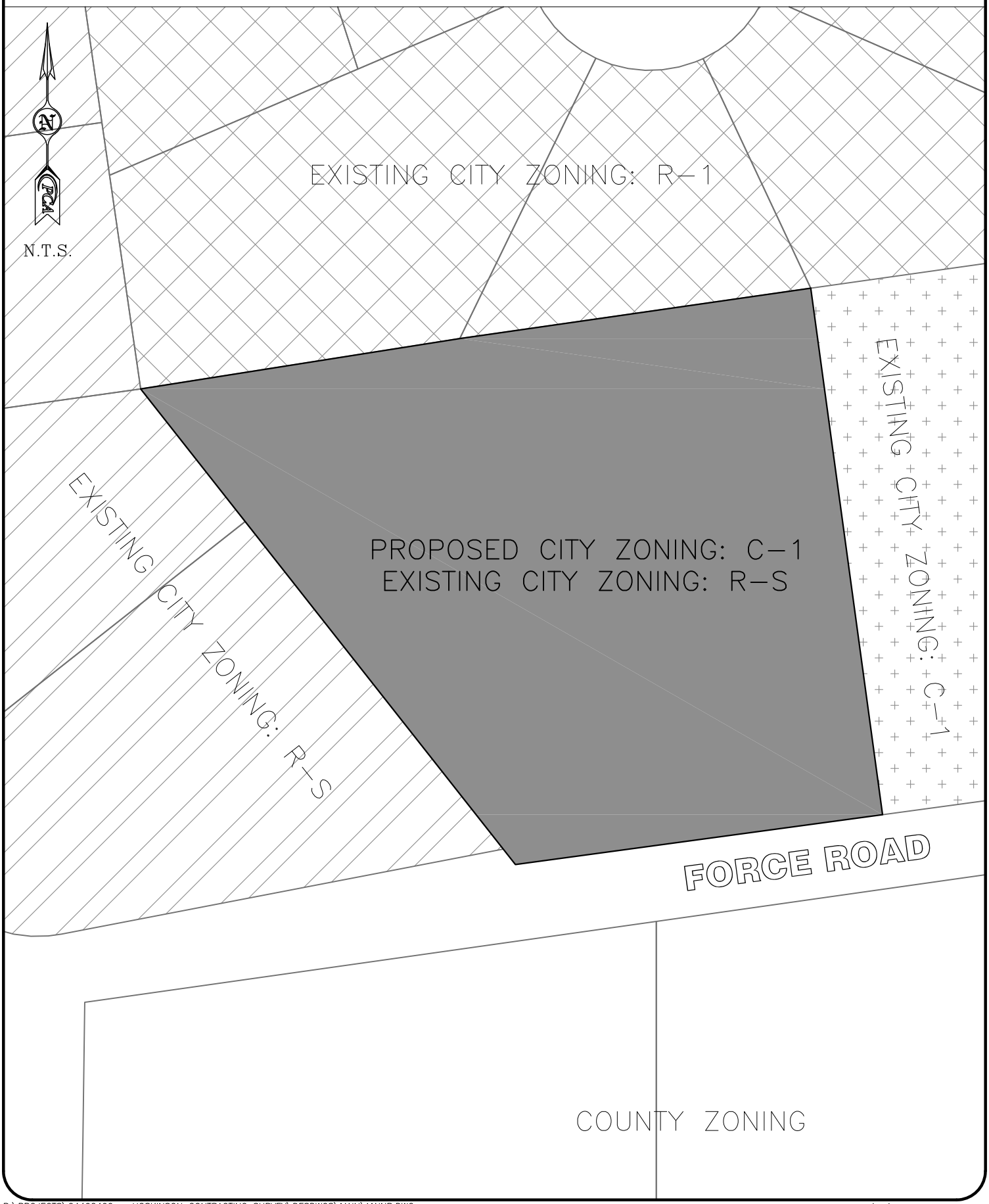
_____
Alicia Allen, City Clerk

Publication Date:

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyo. 82716
Ph. (307) 687-0600

ZONING EXHIBIT



Planning Requirements

PL2024-0096
Zoning Map Amendment – Parcel No. 20140221161031O332631

The Planning Requirements are as follows:

None

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2024-0096**
	)	**ZONING MAP AMENDMENT PARCELL NO. 201402211610310332631**
	)	**CITY OF GILLETTE ZONING ORDINANCE**
PETITIONER	)	**DUSTIN LINDER**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on November 12th, 2024, for hearing on the Zoning Map Amendment filed by Petitioner, Dustin Linder. Petitioner seeks to change the zoning district of Parcel No. 201402211610310332631 from R-S, Suburban Residential District to C-1, General Commercial District. Chairman Sean Hottell, chairman of the Commission presided. Commissioners Richard Cone, Matthew Nelson, Cristal Pratt, Ian Scott, Jack Colson, and Vice-Chair Ryan Conklin were also present.

Shannon Stefanick, City Planner for the City of Gillette, presented the case for the proceedings. Dustin Linder, acting as Petitioner, was not present. William Hoskinson, owner of the parcel, and Sheila Slocum, acting as the agent, were present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

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

2. Petitioner is requesting to change the zoning for Parcel No. 201402211610310332631;

the parcel having the following legal description:

Parcel located in the NW1/4 of Section 5, T49N, R72W of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Beginning at the SE corner of Hidden Valley Estates, said SE corner being on the north right of way line of Force Road, and bearing N37°37'39"E a distance of 264.88 feet from the east 1/4 of said Section 6, and considering said north right of way line of Force Road to bear N81°37'39"E along said north right of way line, a distance of 146.80 feet to a point; thence along the west boundary line of Lot 2, Block 1 of Executive Estates, Phase II, N08°22'21"W, a distance of 210.00 feet to a point; thence along the southerly boundary of said Executive Estates Phase II, S81°37'39"W, a distance of 268.05 feet to an angle point on the east boundary line of Hidden Valley Estates, said angle point being the common corner to Lots 2 and 3, Block 3 of Hidden Valley Estates, thence S38°19'32"E, along said boundary line, a distance of 242.49 feet to the point of beginning; also known as Parcel No. 201402211610310332631, City of Gillette, Campbell County, Wyoming.

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

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for Parcel No. 201402211610310332631 from R-S, Suburban Residential District to C-1, General Commercial District.

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

6. At the hearing, the Planner presenting the case demonstrated the proposed district change will not adversely affect the character of neighborhood.

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for Parcel No. 201402211610310332631.

8. At the hearing, the Planner presenting the case demonstrated the proposed changes will not adversely affect the character of the neighborhood with the change of zoning from R-S, Suburban Residential District, to C-1, General Commercial District. The neighborhood is lacking commercial uses, being heavily residential, and has a need for commercial uses to support the surrounding neighborhoods. The proposed Zoning Map Amendment recognizes the changing conditions regarding public welfare as it is in the best interest of public for the surrounding neighborhoods to have access to commercial uses.

9. The Case Manager presented that there were several inquiries from the general public on this matter. Several members of the public were concerned that their property was being rezoned. They were informed that it was not. Several other concerns about the possible usage, height and size, and lighting of future development were raised. No citizens that called with concerns stated that they were opposed to the rezoning of the property.

10. At the hearing, the owners of 3602 Force Road, a property to the west of and directly adjacent to the parcel being rezoned, were present. One of the owners, Carolyn Killion, spoke to the Commission. She stated that the matter of rezoning the parcel had come before Planning Commission and City Council before. According to her testimony, the rezone had been denied because the vacant lot acted as a buffer between the residential area and the commercial lots and that there were concerns for children riding their bikes to school. Staff finds this to be inconsistent as the two commercial lots to the east are directly adjacent to residentially zoned property currently and children must ride their bikes past those lots as well. Carolyn also presented the same concerns as the citizens who called in to

Planning to include the possible usage, heigh and size, and lighting of future development.

11. At the hearing, William Hoskinson, owner of the parcel being proposed for rezone, spoke to the Commission about the future development of the parcel and the two commercial parcels to the east. He stated that the plans for development included a gas station and a strip mall that contained a coffee shop, a breakfast and lunch eatery, and two or three other suites for other potential businesses that would be determined at the time of development. The intension of the development is to provide better access to commercial businesses for employees at Hoskinson's Health and Wellness and Hoskinson's Contracting. The establishments chosen would be in keeping with that sentiment and would not include bars and other late-night establishments.

CONCLUSIONS OF LAW

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

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

2. Under Section 12.a Statement of Policy, it is the intent of the City of Gillette that the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. "…the ordinance and map shall not be amended, except to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety or general welfare."

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

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

5. Petitioner established the legal basis for such an amendment by stating the proposed

change is to recognize changing conditions in the community.

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

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

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

9. The Board was unanimous in their vote to approve the Petitioner's Map Amendment to amend the Zoning District Map for Parcel No. 201402211610310332631 from R-S, Suburban Residential District to C-1, General Commercial District, based on changing conditions in the City. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

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

DATED THIS _____ day of November, 2024.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Shannon Stefanick, City Planner

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ November 12, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Cristal Pratt, Richard Cone, Matthew Nelson, Ian Scott, and Jack Colson.

Commission Members Absent: None

Staff Present: Shannon Stefanick, Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Ian Scott to approve the meeting minutes of October 22, 2024. Cristal Pratt seconded the motion. Motion carried 7/0.

Case No. PL2024-0097 EASEMENT VACATION -- 200 N Garner Lake Road

A request seeking approval for the vacation of a 20-foot public access easement at 200 N Garner Lake Rd.

The public access easement was granted in 1997 for the purpose of the City of Gillette accessing a city-owned water well that lies east of the property. A Minor Subdivision, PL2024-0088 – Peterson Subdivision, was proposed and approved at a previous meeting. This subdivision will create right-of-way (ROW) to facilitate the future expansion of Warlow Dr. This new ROW will now be utilized by city staff to access the well east of the property, rendering the existing access easement no longer necessary.

The vacation of this easement is a requirement of PL2024-0088 as the easement does not appear on the plat. The easement was left off as it was known that the owner of the property wanted to vacate the access easement.

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

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

Richard Cone asked if there will still be access to the well on the property. Shannon Stefanick said after the easement is filed at the County, then the subdivision plat will be filed where there is a line in between the two lots that will be the new right-of-way and will facilitate the city's access to the well. As well, there are a few utility easements located below that will allow access to the water and electrical infrastructure.

There being no further comments or questions Richard Cone made a motion to approve the case, and Vice-Chair Conklin seconded. The Motion carried 7/0.

Case No. PL2024-0096 ZONING MAP AMENDMENT Parcel No. 20140221161 0310332631206

The owner is proposing to rezone Parcel No. 20140221161 0310332631206 that is along Force Road from R-S, Suburban Residential District to C-1, General Commercial District. The property is approximately 0.96 acres and is currently vacant; there are city utilities available.

The minimum district size for a C-1 zoning district is 4 acres. This rezone would not meet the minimum district requirements as the adjacent C-1 zoning district that the

property would merge with is only 1.88 acres; the merging of this rezone would help the existing come closer to compliance, as it would become 2.84 acres, but it would still be short of the 4-acre minimum.

The Zoning Ordinance does allow for adjacent County Zoning to be taken into consideration for minimum acreage calculations if the use is similar to those being sought by the applicant (Section 12.f.2.d); for the purpose of this rezone request, Staff does recognize that the adjacent County Zoning District is C-1, General Commercial, and can be used to meet the minimum acreage requirements, which it does at 17.16 acres.

Shannon Stefanick said the city received several inquiries from the public on the case. Most were concerns of what will be done with the parcel and if obnoxious structures are being built and lighting being put in. None of the citizen calls were in direct opposition but they did have concerns, Ms. Stefanick said.

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

Carolyn Killion, owner/resident next to the proposed rezoned property, was present and said she has come into meetings the past regarding this property and wanted to know how many times she had to come in and fight against a proposed rezoning on the property. Ms. Killion said the rezoning did not pass Council voting last time, she said due to the residents such as herself speaking out against it. Ms. Killion said she has lived in her home for 35 years and is concerned that once the property is zoned commercial it can be used for just about anything including a truck stop or a bar.

Ms. Killion said she is concerned for the children riding bikes on the sidewalk if it were to be turned into a truck stop. Ms. Killion said with her bedroom facing the property she is also concerned with lighting that will be used and if trucks will be puling in and out of the area at all hours of the night. Ms. Killion said while The Little Store was located on one of the lots, she said she called police several times due to attempted break-ins, fights, and vandalism, and is concerned with changing the zoning to commercial that it would bring up the crime rate in the area.

Ms. Killion thinks with the lot staying zoned residential it would continue to be a buffer for herself and the other residents for the commercial property traffic. Ms. Killion said there is a sign for no use of Jake Brakes by semi-trucks; however, she said she hears the trucks using the brakes coming down the hill. She feels if a truck stop were to be put in there would be even more trucks using them and feels no tickets are being given out that she has witnessed and has believes that the sign does not stop the use of the brakes.

Ms. Stefanick said the landscaping code does call for a buffer between commercial and residential properties, so there would be a buffer to whatever is built on the property.

William Hoskinson, owner of the proposed rezoned property, was present and said they just purchased the property along with the two adjacent lots, and their plans are rather transparent as they are going to build a gas station and a convenience store on the initial lot where the Little Store was located. The next phase of their plan would be a strip mall with a coffee shop and restaurant that served breakfast along with spaces for others to

rent. Mr. Hoskinson said a truck stop would not work on the property for a variety of reasons.

Ms. Killion asked for the strip mall what the working hours would be and if it would be late night, Mr. Hoskinson said for Gillette a late-night business would most probably not work as Gillette's business are typically 8 am to 5 pm or a little later so it would follow those hours.

Chair Hottell asked what type of buffer was being looked at being put in. Mr. Hoskinson said he was looking for the result to look very nice and he would do what was required as far as the landscaping buffer and to address the concerns of the residents.

Richard Cone said another concern was the lighting of the businesses at night for those that live in the area and asked if the lights would be not glaring in the residents' windows. Mr. Hoskinson said he could handle that with dimmers on the lights and use other technology to handle that. Mr. Hoskinson said the empty lots do back up to residents' homes and they would be cognizant of it, as the other two lots zoned commercial were also backed up against residential lots.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Jack Colson seconded. The Motion carried 7/0.

OLD BUSINESS — None.

NEW BUSINESS — Shannon Stefanick said the next meeting will be December 10, 2024. There will not be a Planning Commission Meeting on November 26, 2024, or December 24, 2024.

ADJOURNMENT — The meeting was adjourned at 5:37 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Bills and Claims

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
Bills and Claims
Bills and Claims - Prepaids
Wire Transfers

Expenditure Approval Report
Check Approval Date of 12/03/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2300-WESTERN STATIONERS		
181990	OS INVENTORY	16.44
181991	OS INVENTORY	215.53
181992	OS INVENTORY	459.00
181993	OS INVENTORY	182.00
181994	OS INVENTORY	19.31
181995	OS INVENTORY	247.20
181996	OS INVENTORY	1,025.01
181997	OS INVENTORY	85.79
181998	OS INVENTORY	103.80
181999	OS INVENTORY	102.48
182000	OS INVENTORY	780.00
182001	OS INVENTORY	780.00
182002	OS INVENTORY	1,130.00
	VENDOR TOTAL:	**5,146.56**
	DIVISION TOTAL:	**5,146.56**
	DEPARTMENT TOTAL:	**5,146.56**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1748-THAT EMBROIDERY PLACE		
181864	BABY GIFT	45.00
	VENDOR TOTAL:	**45.00**
2012-THE PIN CENTER		
181753	2024 CHRISTMAS PIN	2,285.00
	VENDOR TOTAL:	**2,285.00**
1882-THOMAS A FORD		
181784	REPAIR OF GEORGE WASHINGTON SCULPTURE	500.00
	VENDOR TOTAL:	**500.00**
	DIVISION TOTAL:	**2,830.00**
02-ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
181871	TRAVEL REIMBURSEMENT	183.22
	VENDOR TOTAL:	**183.22**
	DIVISION TOTAL:	**183.22**
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
181768	CITY HALL RENOVATION DESIGN	1,205.11
	VENDOR TOTAL:	**1,205.11**
1999-HAWKINS INC		
181760	CITY POOL RECONSTRUCTION	1,075.00
	VENDOR TOTAL:	**1,075.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
181770	CONDUIT & WIRING FOR FIBER & SECURITY CAMERAS	1,670.16
	VENDOR TOTAL:	**1,670.16**
	DIVISION TOTAL:	**3,950.27**
	DEPARTMENT TOTAL:	**6,963.49**

Expenditure Approval Report
Check Approval Date of 12/03/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
1082-ARROW PRINTING AND GRAPHICS INC		
181757	BUSINESS CARDS - R WEISHEIMER	92.00
	VENDOR TOTAL:	**92.00**
2583-BEST BEST & KRIEGER LLP		
181785	CHARTER RENEWAL	7,923.00
	VENDOR TOTAL:	**7,923.00**
	DIVISION TOTAL:	**8,015.00**
	DEPARTMENT TOTAL:	**8,015.00**

Expenditure Approval Report
Check Approval Date of 12/03/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
1381-CITY OF GILLETTE		
181897	PETTY CASH REIMBURSEMENT 11/21/24	16.81
	VENDOR TOTAL:	**16.81**
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
181774	POPH2	500.00
	VENDOR TOTAL:	**500.00**
1753-EMPLOYMENT TESTING SERVICES INC		
181759	PRE-EMPLOYMENT, POST ACCIDENT AND RANDOM TESTING	346.00
	VENDOR TOTAL:	**346.00**
4305-STERLING INFOSYSTEMS, INC		
181775	BACKGROUND CHECKS	413.06
	VENDOR TOTAL:	**413.06**
	DIVISION TOTAL:	**1,275.87**
	DEPARTMENT TOTAL:	**1,275.87**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1158-BENNETT WEBER & HERMSTAD LLP		
181869	AUDIT SERVICES	40,000.00
	VENDOR TOTAL:	**40,000.00**
1852-FEDERAL EXPRESS CORPORATION		
181865	LATE FEES	15.62
	VENDOR TOTAL:	**15.62**
55555-MISC EMPLOYEE VENDOR		
181870	TUITION REIMBURSEMENT	1,394.25
	VENDOR TOTAL:	**1,394.25**
	DIVISION TOTAL:	**41,409.87**
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
181755	OCTOBER 2024 COLLECTIONS	1,826.54
	VENDOR TOTAL:	**1,826.54**
3369-POSTAL PROS SOUTHWEST INC		
181758	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,283.62
181867	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,455.30
181868	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,612.12
	VENDOR TOTAL:	**6,351.04**
	DIVISION TOTAL:	**8,177.58**
34-INFORMATION TECHNOLOGY		
2944-ADOBE SYSTEMS INC		
181837	ADDITIONAL ACROBAT LICENSES	1,915.41
181855	ACROBAT PRO LICENSES	914.44
	VENDOR TOTAL:	**2,829.85**
4893-ADVANCED NETWORK MANAGEMENT INC		
181935	REPLACEMENT SWITCHES	15,940.84
	VENDOR TOTAL:	**15,940.84**
1358-CENTURYLINK		
181856	LONG DISTANCE SERVICE	149.36
	VENDOR TOTAL:	**149.36**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
4437-FIFTH ASSET, INC		
181857	DEBT BOOK	8,600.00
	VENDOR TOTAL:	**8,600.00**
4762-GOVERNMENTJOBS.COM		
181836	POWERDMS POWERPOLICY CONTENT HUB	2,250.80
	VENDOR TOTAL:	**2,250.80**
3976-GRANICUS LLC		
181838	INTRANET WEBSITE CREATION	1,500.00
	VENDOR TOTAL:	**1,500.00**
2824-MAGNET FORENSICS USA, INC		
181839	MAGNET FORENSICS	5,190.00
	VENDOR TOTAL:	**5,190.00**
	DIVISION TOTAL:	**36,460.85**
	DEPARTMENT TOTAL:	**86,048.30**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4481-BALCO UNIFORM CO., INC		
181828	VEST POUCHES	1,102.80
	VENDOR TOTAL:	**1,102.80**
2477-CAMPBELL COUNTY JUVENILE PROBATION		
181892	DRUG TESTING	3,508.80
	VENDOR TOTAL:	**3,508.80**
2483-CAMPBELL COUNTY SHERIFF		
181851	OCTOBER 2024 PRISONER BILLING	3,250.00
181852	DUI BLOOD DRAWS	525.00
	VENDOR TOTAL:	**3,775.00**
1368-CHILDREN'S HOME SOCIETY		
181747	FORENSIC INTERVIEW	150.00
181748	FORENSIC INTERVIEW	150.00
181749	FORENSIC INTERVIEW	150.00
	VENDOR TOTAL:	**450.00**
2597-CRAIG FURMAN		
181752	DUI BLOOD DRAW	75.00
181833	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**150.00**
1916-GALLS INC		
181745	UNIFORMS	204.00
181826	HENSON UNIFORMS	161.63
181827	HANDCUFFS	84.99
	VENDOR TOTAL:	**450.62**
2159-JANE STEARNS M.S. LPC		
181832	PD COUNSELING	825.00
	VENDOR TOTAL:	**825.00**
55555-MISC EMPLOYEE VENDOR		
181872	TRAVEL REIMBURSEMENT	85.22
	VENDOR TOTAL:	**85.22**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2066-SOURCE OFFICE PRODUCTS		
181746	CALENDARS	46.58
	VENDOR TOTAL:	**46.58**
5071-T-MOBILE		
181750	SEARCH WARRANT	50.00
181751	SEARCH WARRANTS	100.00
	VENDOR TOTAL:	**150.00**
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
181829	PD COUNSELING	200.00
181830	PD COUNSELING	200.00
181831	PD COUNSELING	200.00
	VENDOR TOTAL:	**600.00**
2435-WYOMING STATE		
181863	NOTARY RENEWAL - E HAUBER	60.00
	VENDOR TOTAL:	**60.00**
	DIVISION TOTAL:	**11,204.02**
	DEPARTMENT TOTAL:	**11,204.02**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
181713	RUG CLEANING	42.89
181714	RUG CLEANING	46.10
181715	RUG CLEANING	57.75
181718	RUG CLEANING	28.69
181719	RUG CLEANING	19.82
	VENDOR TOTAL:	**195.25**
1919-PAINTBRUSH SEWER & DRAIN		
181766	LIGHTING PROJECT DUMPSTER	137.50
	VENDOR TOTAL:	**137.50**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
181763	HVAC CHEMICAL TEST	140.00
	VENDOR TOTAL:	**140.00**
	DIVISION TOTAL:	**472.75**
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
181891	SCHEDULING FOR THE FIELDS	200.00
	VENDOR TOTAL:	**200.00**
	DIVISION TOTAL:	**200.00**
51-PARKS		
1040-ALSCO		
181722	UNIFORM CLEANING	50.28
	VENDOR TOTAL:	**50.28**
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
181893	ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	**7.50**
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
181894	CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	**7.50**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1918-GAMETIME		
181835	DALBEY PLAYGROUND REPAIRS	251.23
	VENDOR TOTAL:	**251.23**
1510-HERITAGE VILLAGE WATER & SEWER DISTRICT		
181761	2024 HERITAGE VILLAGE WATER	6,210.71
	VENDOR TOTAL:	**6,210.71**
1958-PCA ENGINEERING INC		
181756	ECSC FIELD REGRADING-FINAL TOPO & SURVEY POST CNST	1,171.45
	VENDOR TOTAL:	**1,171.45**
	DIVISION TOTAL:	**7,698.67**
53-FORESTRY		
5076-CLEAN CUT TREE SERVICE		
181853	STORM CLEAN UP 10/29/24	4,500.00
	VENDOR TOTAL:	**4,500.00**
	DIVISION TOTAL:	**4,500.00**
54-STREETS		
1040-ALSCO		
181716	UNIFORM CLEANING	63.44
	VENDOR TOTAL:	**63.44**
1897-ONE CALL OF WYOMING COPR		
181888	ONE-CALL OF WYOMING	116.25
	VENDOR TOTAL:	**116.25**
1919-PAINTBRUSH SEWER & DRAIN		
181778	PORTA TOILET AT WARLOW YARD	265.00
	VENDOR TOTAL:	**265.00**
2005-PETE LIEN & SONS INC		
181984	STREETS * CONCRETE BLOCK * SCOTT	600.00
	VENDOR TOTAL:	**600.00**

Expenditure Approval Report
Check Approval Date of 12/03/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
2035-POWDER RIVER ENERGY CORPORATION		
181727	ELECTRIC - SIGN LIGHTING HWY 50	43.80
181728	ELECTRIC - SIGN LIGHTING HWY 14/16	44.98
181729	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	45.98
	VENDOR TOTAL:	**134.76**
1802-SIMON CONTRACTORS		
181779	WINTER SUPPLY OF PATCHING EMULSION	3,230.00
	VENDOR TOTAL:	**3,230.00**
	DIVISION TOTAL:	**4,409.45**
	DEPARTMENT TOTAL:	**17,280.87**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
55555-MISC EMPLOYEE VENDOR		
181886	TRAVEL REIMBURSEMENT	1,451.02
	VENDOR TOTAL:	**1,451.02**
	DIVISION TOTAL:	**1,451.02**
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
181843	SIGNAL REPAIRS	1,156.25
181844	SCHOOL LIGHTS REPAIRS	1,218.88
181846	CROSS WALK REPAIRS	1,156.25
181847	INSTALL NEW ADA BUTTONS AT CROSSWALK WITH RFB	1,156.25
181848	SIGNAL MAINTENANCE	1,812.33
181859	CROSS WALK REPAIR	245.00
181860	SIGNAL REPAIR	1,430.00
	VENDOR TOTAL:	**8,174.96**
	DIVISION TOTAL:	**8,174.96**
63-PLANNING		
1381-CITY OF GILLETTE		
181897	PETTY CASH REIMBURSEMENT 11/21/24	34.13
	VENDOR TOTAL:	**34.13**
	DIVISION TOTAL:	**34.13**
	DEPARTMENT TOTAL:	**9,660.11**

Expenditure Approval Report
Check Approval Date of 12/03/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
32-JUDICIAL		
2483-CAMPBELL COUNTY SHERIFF		
181851	OCTOBER 2024 PRISONER BILLING	125.00
	VENDOR TOTAL:	**125.00**
	DIVISION TOTAL:	**125.00**
	DEPARTMENT TOTAL:	**125.00**
	FUND TOTAL:	**145,719.22**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1182-BLACK CAT CONSTRUCTION LLC		
181895	CONCRETE PATCH REPAIR	7,675.00
	VENDOR TOTAL:	**7,675.00**
5075-CALIFORNIA SENSOR CORPORATION		
181841	HWY 59 2-WIRE DIAGNOSTICS AND TROUBLESHOOTING	10,610.00
	VENDOR TOTAL:	**10,610.00**
1663-LAND SURVEYING INCORPORATED		
181776	FOOTHILLS SUBDIVISION RIGHT-OF-WAY	2,121.47
	VENDOR TOTAL:	**2,121.47**
4906-LN CURTIS & SONS		
181981	PD * NIGHT VISION GOGGLES * DEREK	101,281.39
	VENDOR TOTAL:	**101,281.39**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
181849	SIGNAL UPGRADES	4,811.25
181858	SIGNAL UPGRADE	2,190.00
	VENDOR TOTAL:	**7,001.25**
2760-WAYNE E. ECKAS, P.E.		
181896	IRRIGATION CENTRAL CONTROL IMP	2,001.30
	VENDOR TOTAL:	**2,001.30**
	DIVISION TOTAL:	**130,690.41**
	DEPARTMENT TOTAL:	**130,690.41**
	FUND TOTAL:	**130,690.41**

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1559-DOWL LLC		
181918	GILLETTE REGIONAL WATER SUPPLY	34,421.33
	VENDOR TOTAL:	**34,421.33**
	DIVISION TOTAL:	**34,421.33**
	DEPARTMENT TOTAL:	**34,421.33**
	FUND TOTAL:	**34,421.33**

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
181717	UNIFORM CLEANING	20.14
181721	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**40.28**
3894-CAMPBELL COUNTY LANDFILL		
181710	OCTOBER 2024 LANDFILL CHARGES	83,642.25
	VENDOR TOTAL:	**83,642.25**
3904-CBH CO-OP		
181782	WEIGH TICKETS	230.00
	VENDOR TOTAL:	**230.00**
	DIVISION TOTAL:	**83,912.53**
	DEPARTMENT TOTAL:	**83,912.53**
	FUND TOTAL:	**83,912.53**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1029-AIR TECH INC		
181862	PINE RIDGE HVAC REPAIRS	272.00
	VENDOR TOTAL:	**272.00**
3894-CAMPBELL COUNTY LANDFILL		
181712	OCTOBER 2024 WATER LANDFILL CHARGES	195.75
	VENDOR TOTAL:	**195.75**
4864-EDI MENDOZA		
181754	CONCRETE REPAIR	20,140.00
	VENDOR TOTAL:	**20,140.00**
3877-EXTREME PRECISION INDUSTRIAL CONTRACTORS, LLC		
181861	PUMP STATION 1 AERATOR 2 REPAIR	14,956.34
	VENDOR TOTAL:	**14,956.34**
1852-FEDERAL EXPRESS CORPORATION		
181866	MISC SHIPPING	67.96
	VENDOR TOTAL:	**67.96**
1422-GILLETTE CONTRACTORS SUPPLY INC		
181953	WATER * FITTINGS * TROY/MIKE J	1,207.07
181954	WATER * FITTINGS * TROY/MIKE J	258.46
	VENDOR TOTAL:	**1,465.53**
1897-ONE CALL OF WYOMING COPR		
181888	ONE-CALL OF WYOMING	116.25
	VENDOR TOTAL:	**116.25**
2035-POWDER RIVER ENERGY CORPORATION		
181730	ELECTRIC - FORCE RD STORAGE BLDG	80.47
181731	ELECTRIC - CPS #2	40.00
181732	ELECTRIC - CPS #3	50.59
181733	ELECTRIC - MADISON REHAB CPS #4	44.89
181734	ELECTRIC - MADISON REHAB CPS #7	54.66
181735	ELECTRIC - BENNOR ESTATES	49.14
181736	ELECTRIC - OVERBROOK	70.95

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2035-POWDER RIVER ENERGY CORPORATION		
181737	ELECTRIC - RAFTER D	50.59
181738	ELECTRIC - SOUTHFORK	56.65
181739	ELECTRIC - COOK RD	63.62
181740	ELECTRIC - FORCE RD JOINT POWERS BOARD	45.25
181741	ELECTRIC - SERVICE CONTROL BUILDING	51.85
181742	ELECTRIC - 8 MILE WATER SYSTEM	73.31
181743	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	46.43
	VENDOR TOTAL:	**778.40**
2554-QUALITY AGG AND CONSTRUCTION INC		
181834	J-BASE	103.36
	VENDOR TOTAL:	**103.36**
	DIVISION TOTAL:	**38,095.59**
	DEPARTMENT TOTAL:	**38,095.59**
	FUND TOTAL:	**38,095.59**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2683-ENERGY SHARE OF WYOMING		
181854	FY24/25 1ST QTR CONTRIBUTIONS	9.98
	VENDOR TOTAL:	**9.98**
5074-MENDOZA, BIANCA		
181679	UB 4776 2417 DOGWOOD AVE 02	200.00
	VENDOR TOTAL:	**200.00**
88888-MISC UTILITY OVERPAYMENTS		
181622	UE 42140 4054 BOXELDER	152.23
181623	UE 11480 2401 NOGALES	18.77
181624	UE 35068 701 EXPRESS	183.24
181625	UE 35152 705 EXPRESS	232.96
181626	UE 18810 1031 GURLEY	15.57
181627	UE 3294 304 JUNIPER	137.07
181628	UE 19710 710 GURLEY	191.13
181629	UE 13242 1202 WARLOW	44.24
181630	UE 6010 1490 4-J	30.11
181631	UE 17981 2419 GALLERY VIEW	98.50
181632	UE 38760 3419 BANTAM	205.95
181633	UE 33420 2400 APPLECREEK	164.86
181634	UE 35458 719 EXPRESS	146.38
181635	UE 38896 3402 QUACKER	160.31
181636	UE 25046 600 GARNER LAKE	255.38
181637	UE 19674 3800 BROADWAY	38.79
181638	UE 39888 1923 HARVEST MOON	155.34
181639	UE 11368 811 MOUNTAIN VIEW	10.94
181640	UE 11446 2301 NOGALES	136.55
181641	UE 14264 602 LARAMIE	117.00
181642	UE 27312 1001 DESERT HILLS	31.79
181643	UE 4448 2501 EMERSON	107.74
181644	UE 9914 3339 GEORGIA	106.02

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
181645	UE 2204 411 OSBORNE	67.23
181646	UE 14240 602 LARAMIE	72.79
181647	UE 18254 1024 CHURCH	82.21
181648	UE 17010 19 SIERRA	27.40
181649	UE 12836 6 CLEARVIEW	27.08
181650	UE 18080 1001 STANLEY	13.02
181651	UE 34082 5507 DERRINGER	48.60
181652	UE 12630 2304 NOGALES	116.47
181653	UE 7152 2524 CASCADE	49.28
181654	UE 16388 301 WORKS	366.87
181655	UE 32828 4534 RUNNING W	115.29
181656	UE 1896 505 3RD	142.02
181672	UE 34172 2106 BIG LOST	388.46
181700	UE 9980 804 TRAILS	460.79
181701	UE 17896 1016 ELON	68.38
181702	UE 32922 4536 RUNNING W	122.46
181703	UE 39586 5017 MILTON	194.57
181704	UE 27686 1101 DESERT HILLS	17.88
181705	UE 35610 1054 COUNTRY CLUB	17.26
181706	UE 24012 490 DOUGLAS	110.69
181707	UE 32346 4512 RUNNING W	187.03
181708	UE 4838 2513 DOGWOOD	54.85
181709	UE 32884 4536 RUNNING W	7.43
181810	UE 14490 509 LINCOLN	456.64
	VENDOR TOTAL:	**5,955.57**
	DIVISION TOTAL:	**6,165.55**
	DEPARTMENT TOTAL:	**6,165.55**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3004-DEPARTMENT OF ENERGY		
181842	OCTOBER 2024 ENERGY	57,240.01
	VENDOR TOTAL:	**57,240.01**
1450-HDR ENGINEERING INC		
181887	WESTERN TIE 69KV TRANSMISSION	2,733.75
	VENDOR TOTAL:	**2,733.75**
1897-ONE CALL OF WYOMING COPR		
181888	ONE-CALL OF WYOMING	117.00
	VENDOR TOTAL:	**117.00**
2035-POWDER RIVER ENERGY CORPORATION		
181744	OCTOBER 2024 69KV WHEELING	5,250.00
	VENDOR TOTAL:	**5,250.00**
2071-PROELECTRIC INC		
181889	ANNUAL MISCELLANOUS ELECTRICAL	986.66
181890	ANNUAL MISCELLANOUS ELECTRICAL	1,658.91
	VENDOR TOTAL:	**2,645.57**
4975-RUSSELL ELLISON		
181781	LED STRINGS, HOLIDAY TREE DECORATING	4,800.82
	VENDOR TOTAL:	**4,800.82**
1493-S & S BUILDERS		
181780	OIL CONTAINMENT WALL EXTENSION	16,525.00
	VENDOR TOTAL:	**16,525.00**
	DIVISION TOTAL:	**89,312.15**
	DEPARTMENT TOTAL:	**89,312.15**
	FUND TOTAL:	**95,477.70**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
181720	UNIFORM CLEANING	136.73
181724	UNIFORM CLEANING	136.73
	VENDOR TOTAL:	**273.46**
1197-BORDER STATES ELECTRIC		
181783	PARTS FOR GRIT BUILDING	3,412.36
	VENDOR TOTAL:	**3,412.36**
3894-CAMPBELL COUNTY LANDFILL		
181711	OCTOBER 2024 WW LANDFILL CHARGES	695.25
	VENDOR TOTAL:	**695.25**
3904-CBH CO-OP		
181946	WASTEWATER * DIESEL	2,322.57
181947	WASTEWATER * DIESEL	2,969.21
181948	WASTEWATER * DIESEL	2,403.05
	VENDOR TOTAL:	**7,694.83**
1792-ENERGY LABORATORIES INC		
181771	TESTING	65.80
181772	TESTING	67.80
181777	TESTING	402.60
	VENDOR TOTAL:	**536.20**
1897-ONE CALL OF WYOMING COPR		
181888	ONE-CALL OF WYOMING	116.25
	VENDOR TOTAL:	**116.25**
2035-POWDER RIVER ENERGY CORPORATION		
181725	ELECTRIC - GIL SEWAGE MTR STA	46.07
181726	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,066.20
	VENDOR TOTAL:	**1,112.27**
2044-POWER SCREENING LLC		
181773	RENTAL	38,000.00
	VENDOR TOTAL:	**38,000.00**

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
181769	TEMP POWER FOR GRIT BUILDING	2,313.49
	VENDOR TOTAL:	**2,313.49**
	DIVISION TOTAL:	**54,154.11**
	DEPARTMENT TOTAL:	**54,154.11**
	FUND TOTAL:	**54,154.11**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1077-ARCHITECTURAL SPECIALTIES LLC		
181767	DALBEY PARK DOOR REPAIRS	158.50
	VENDOR TOTAL:	**158.50**
1397-COLLINS COMMUNICATIONS INC		
181765	FIRE ALARM INSPECTIONS PRDF	328.75
	VENDOR TOTAL:	**328.75**
1527-HIGH GLASS WINDOW CLEANERS INC		
181762	CLEAN WINDOWS AT CITY WEST	305.00
	VENDOR TOTAL:	**305.00**
1511-NORCO INC		
181764	WAREHOUSE SWEEPER REPAIRS	357.70
	VENDOR TOTAL:	**357.70**
	DIVISION TOTAL:	**1,149.95**
	DEPARTMENT TOTAL:	**1,149.95**
	FUND TOTAL:	**1,149.95**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
181936	ELECTRICAL INVENTORY	2,001.75
181937	ELECTRICAL INVENTORY	61.92
181938	WATER INVENTORY	13.92
181939	ELECTRICAL INVENTORY	50.00
	VENDOR TOTAL:	**2,127.59**
1197-BORDER STATES ELECTRIC		
181942	ELECTRICAL INVENTORY	1,171.30
181943	ELECTRICAL INVENTORY	1,009.44
181944	ELECTRICAL INVENTORY	658.80
181945	ELECTRICAL WAREHOUSE	842.64
	VENDOR TOTAL:	**3,682.18**
1519-CRUM ELECTRIC SUPPLY COMPANY		
181967	EW 277/480 3-PHASE TRANSFORMERS	17,963.16
181968	ELECTRICAL INVENTORY	1,110.00
181969	ELECTRICAL INVENTORY	69.60
	VENDOR TOTAL:	**19,142.76**
1911-GADES SALES COMPANY INC		
181973	TRAFFIC SAFETY INVENTORY	620.00
181974	TRAFFIC INVENTORY	380.00
	VENDOR TOTAL:	**1,000.00**
1422-GILLETTE CONTRACTORS SUPPLY INC		
181949	WT INVENTORY (COUPLINGS, NUTS, CTS)	332.36
181950	WATER INVENTORY	7,436.21
181951	WT	11.70
181952	WASTEWATER INVENTORY	191.45
181955	WATER INVENTORY	1,255.08
181956	WATER INVENTORY	2,526.07
181957	WATER INVENTORY	4,328.40
181958	WATER INVENTORY	148.00

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
181959	WATER INVENTORY	3,711.97
181960	WATER INVENTORY	358.50
181961	WATER INVENTORY	6,132.50
181962	WATER INVENTORY	905.73
181963	WATER INVENTORY	1,582.56
181964	WATER INVENTORY	83.40
181965	WATER INVENTORY	72.18
181966	WATER INVENTORY	166.90
	VENDOR TOTAL:	**29,243.01**
1479-NEWMAN SIGNS INC		
181982	TRAFFIC INVENTORY	1,032.25
	VENDOR TOTAL:	**1,032.25**
2198-STUART C. IRBY CO		
181985	ELECTRICAL INVENTORY	3,028.24
181986	ELECTRICAL INVENTORY	5,300.00
	VENDOR TOTAL:	**8,328.24**
2338-TRAFFIC PARTS INC		
181987	TRAFFIC INVENTORY	905.63
	VENDOR TOTAL:	**905.63**
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
181988	ELECTRICAL INVENTORY	67.62
	VENDOR TOTAL:	**67.62**
2731-WATERWORKS INDUSTRIES		
181989	WATER INVENTORY	2,226.00
	VENDOR TOTAL:	**2,226.00**
5028-WYOMING MECHANICAL SUPPLY		
182003	WATER INVENTORY	577.92
	VENDOR TOTAL:	**577.92**
	DIVISION TOTAL:	**68,333.20**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
	DEPARTMENT TOTAL:	68,333.20
	FUND TOTAL:	68,333.20

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1167-BIG HORN TIRE INC		
181940	VM INVENTORY	1,896.00
182004	VM INVENTORY	1,240.00
	VENDOR TOTAL:	**3,136.00**
1575-HOMAX OIL		
181975	VM INVENTORY	385.25
181976	VM INVENTORY	395.65
	VENDOR TOTAL:	**780.90**
5050-HUGHES FIRE EQUIPMENT, INC.		
181977	VM INVENTORY	2,782.18
181978	VM INVENTORY	52.69
181979	VM INVENTORY	1,391.35
	VENDOR TOTAL:	**4,226.22**
3398-JACK'S TRUCK CENTER INC		
181970	VM INVENTORY	87.60
181971	VM INVENTORY	63.15
181972	VM INVENTORY	147.41
	VENDOR TOTAL:	**298.16**
4462-JOE JOHNSON EQUIPMENT, LLC		
181980	VM INVENTORY	1,134.87
	VENDOR TOTAL:	**1,134.87**
5078-PARTSONE LLC		
181983	VM INVENTORY	384.04
	VENDOR TOTAL:	**384.04**
	DIVISION TOTAL:	**9,960.19**
	DEPARTMENT TOTAL:	**9,960.19**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
181723	UNIFORM CLEANING	103.41
	VENDOR TOTAL:	**103.41**
4213-BEAR COMMUNICATIONS INC		
181816	PARTS	137.00
	VENDOR TOTAL:	**137.00**
1171-BIGHORN HYDRAULICS INC		
181807	PARTS	233.86
181808	PARTS	49.85
181809	PARTS	105.29
181811	PARTS	22.30
181812	PARTS	27.28
	VENDOR TOTAL:	**438.58**
4909-COULTER WEST		
181821	WRAP	746.50
181822	REMOVE WRAP	200.00
	VENDOR TOTAL:	**946.50**
4289-IDENTIFIX INC		
181824	PARTS	119.00
	VENDOR TOTAL:	**119.00**
3398-JACK'S TRUCK CENTER INC		
181819	REPAIRS	1,111.25
181820	PARTS	11.49
	VENDOR TOTAL:	**1,122.74**
2197-LADONNA HATCH		
181825	REPAIRS	210.00
	VENDOR TOTAL:	**210.00**
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
181818	TESTING	41.90
	VENDOR TOTAL:	**41.90**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1511-NORCO INC		
181813	PARTS	33.72
181814	PARTS	15.40
181815	PARTS	123.37
	VENDOR TOTAL:	**172.49**
5078-PARTSONE LLC		
181899	PARTS	27.09
181900	PARTS	18.24
181901	PARTS	169.85
181902	PARTS	157.50
181903	PARTS	278.97
181904	PARTS	31.32
181905	PARTS	7.11
181906	PARTS	412.32
181908	PARTS	12.98
181909	CORE DEPOSIT	-18.00
181910	RETURN PARTS	-482.28
181911	PARTS	7.96
181912	PARTS	203.41
181913	PARTS	-83.88
181914	PARTS	46.74
181915	PARTS	41.98
181916	PARTS	520.53
181917	PARTS	11.15
	VENDOR TOTAL:	**1,362.99**
2074-SOUTHWESTERN EQUIPMENT COMPANY		
181817	PARTS	1,223.83
	VENDOR TOTAL:	**1,223.83**

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604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2315-THUNDER BASIN FORD LLC		
181804	PARTS	2,769.69
181805	CORE DEPOSIT	-1,000.00
181806	PARTS	451.30
	VENDOR TOTAL:	**2,220.99**
	DIVISION TOTAL:	**8,099.43**
	DEPARTMENT TOTAL:	**8,099.43**
	FUND TOTAL:	**18,059.62**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
4909-COULTER WEST		
181823	WRAP	373.25
	VENDOR TOTAL:	**373.25**
1313-MOTOROLA		
181850	RADIO REPAIRS UNIT #449	4,193.36
	VENDOR TOTAL:	**4,193.36**
	DIVISION TOTAL:	**4,566.61**
	DEPARTMENT TOTAL:	**4,566.61**
	FUND TOTAL:	**4,566.61**
	GRAND TOTAL:	**674,580.27**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
181618	PIF AND PERMIT REFUND	50.00
	VENDOR TOTAL:	**50.00**
	DIVISION TOTAL:	**50.00**
	DEPARTMENT TOTAL:	**50.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
77777-MISC ONE TIME VENDOR		
181616	2024 CHRISTMAS PIN WINNER	50.00
181617	2024 CHRISTMAS PIN WINNER ART TEACHER	150.00
	VENDOR TOTAL:	**200.00**
	DIVISION TOTAL:	**200.00**
	DEPARTMENT TOTAL:	**200.00**
	FUND TOTAL:	**250.00**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
00-UNDEFINED		
00-UNDEFINED		
1864-FIRST NATIONAL BANK OF GILLETTE		
181619	CERTIFICATE OF DEPOSIT	1,000,000.00
	VENDOR TOTAL:	**1,000,000.00**
	DIVISION TOTAL:	**1,000,000.00**
	DEPARTMENT TOTAL:	**1,000,000.00**
	FUND TOTAL:	**1,000,000.00**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
181618	PIF AND PERMIT REFUND	360.00
	VENDOR TOTAL:	**360.00**
	DIVISION TOTAL:	**360.00**
	DEPARTMENT TOTAL:	**360.00**
	FUND TOTAL:	**360.00**
	GRAND TOTAL:	**1,000,610.00**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
00-UNDEFINED		
00-UNDEFINED		
2033-POWDER RIVER CONSTRUCTION		
181671	RETAINAGE RELEASE	8,856.62
	VENDOR TOTAL:	**8,856.62**
	DIVISION TOTAL:	**8,856.62**
	DEPARTMENT TOTAL:	**8,856.62**
	FUND TOTAL:	**8,856.62**
	GRAND TOTAL:	**8,856.62**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
181699	RETURN LANDSCAPING INSTALLATION DEPOSIT	44,760.00
	VENDOR TOTAL:	**44,760.00**
	DIVISION TOTAL:	**44,760.00**
	DEPARTMENT TOTAL:	**44,760.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
1300-MILSOFT INTEGRATED SOLUTIONS		
181369	MILSOFT	40,305.00
	VENDOR TOTAL:	**40,305.00**
	DIVISION TOTAL:	**40,305.00**
	DEPARTMENT TOTAL:	**40,305.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
61-BUILDING INSPECTION		
4142-SILVER NAIL CONSTRUCTION, LLC		
181356	SECURING 407 & 427 OREGON	35,400.00
	VENDOR TOTAL:	**35,400.00**
	DIVISION TOTAL:	**35,400.00**
	DEPARTMENT TOTAL:	**35,400.00**
	FUND TOTAL:	**120,465.00**

Expenditure Approval Report
Check Approval Date of 11/20/2024

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
2442-DAVIS & CANNON LLP		
181657	DEFEND CLAIMS FOR BREACH OF CONTRACT-VELOCITY CONS	1,347.96
181658	DEFEND CLAIMS FOR BREACH OF CONTRACT-VELOCITY CONS	7,397.50
181659	DEFEND CLAIMS FOR BREACH OF CONTRACT-VELOCITY CONS	4,977.50
	VENDOR TOTAL:	**13,722.96**
	DIVISION TOTAL:	**13,722.96**
	DEPARTMENT TOTAL:	**13,722.96**
	FUND TOTAL:	**13,722.96**
	GRAND TOTAL:	**134,187.96**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
181680	NATURAL GAS - 528 EXCHANGE AVE	100.72
	VENDOR TOTAL:	**100.72**
	DIVISION TOTAL:	**100.72**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
181681	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	326.91
	VENDOR TOTAL:	**326.91**
	DIVISION TOTAL:	**326.91**
	DEPARTMENT TOTAL:	**427.63**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
181682	NATURAL GAS - 950 W WARLOW DR	127.80
181683	NATURAL GAS - 808 W WARLOW DR	207.05
181684	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	2,247.55
	VENDOR TOTAL:	**2,582.40**
	DIVISION TOTAL:	**2,582.40**
51-PARKS		
3379-BLACK HILLS ENERGY		
181685	NATURAL GAS - 2909 S DOUGLAS HWY	200.30
	VENDOR TOTAL:	**200.30**
	DIVISION TOTAL:	**200.30**
54-STREETS		
3379-BLACK HILLS ENERGY		
181686	NATURAL GAS - 800 N BURMA AVE BLD 414	333.62
	VENDOR TOTAL:	**333.62**
	DIVISION TOTAL:	**333.62**
	DEPARTMENT TOTAL:	**3,116.32**
	FUND TOTAL:	**3,543.95**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
181684	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	73.36
181687	NATURAL GAS - 200 ROCK RD GEN	43.45
181688	NATURAL GAS - 816 W WARLOW DR	473.01
181694	NATURAL GAS-611 N EXCHANGE,5000 DOUD,1103 LAKEWAY	111.76
	VENDOR TOTAL:	**701.58**
	DIVISION TOTAL:	**701.58**
77-SWIMMING POOL		
3379-BLACK HILLS ENERGY		
181689	NATURAL GAS - 909 S GILLETTE AVE	91.33
	VENDOR TOTAL:	**91.33**
	DIVISION TOTAL:	**91.33**
	DEPARTMENT TOTAL:	**792.91**
	FUND TOTAL:	**792.91**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
181690	NATURAL GAS - 940 W WARLOW DR	91.30
	VENDOR TOTAL:	**91.30**
	DIVISION TOTAL:	**91.30**
	DEPARTMENT TOTAL:	**91.30**
	FUND TOTAL:	**91.30**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
181691	NATURAL GAS - 4520 UNIVERSITY RD	45.35
181692	NATURAL GAS - 1700 PLUM CRK	36.76
181693	NATURAL GAS - 3101 S GARNER LAKE RD	5,353.28
	VENDOR TOTAL:	**5,435.39**
	DIVISION TOTAL:	**5,435.39**
	DEPARTMENT TOTAL:	**5,435.39**
	FUND TOTAL:	**5,435.39**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
181694	NATURAL GAS-611 N EXCHANGE,5000 DOUD,1103 LAKEWAY	142.89
181695	NATURAL GAS - 611 N EXCHANGE AVE	1,087.91
181696	NATURAL GAS - 561 COMMERICAL DR	778.04
181697	NATURAL GAS - 624 COMMERICAL DR	2,116.00
	VENDOR TOTAL:	**4,124.84**
	DIVISION TOTAL:	**4,124.84**
	DEPARTMENT TOTAL:	**4,124.84**
	FUND TOTAL:	**4,124.84**

Expenditure Approval Report
Check Approval Date of 11/22/2024

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
181698	NATURAL GAS - 800 BURMA AVE	416.41
	VENDOR TOTAL:	**416.41**
	DIVISION TOTAL:	**416.41**
	DEPARTMENT TOTAL:	**416.41**
	FUND TOTAL:	**416.41**
	GRAND TOTAL:	**14,404.80**

Expenditure Approval Report
Check Approval Date of 11/25/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
2435-WYOMING STATE		
181922	2024 EUTHANASIA RENEWAL - T MILLS & B BYELICH	100.00
	VENDOR TOTAL:	**100.00**
	DIVISION TOTAL:	**100.00**
	DEPARTMENT TOTAL:	**100.00**
	FUND TOTAL:	**100.00**
	GRAND TOTAL:	**100.00**

Expenditure Approval Report
Check Approval Date of 11/25/2024

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
3493-FREMONT MOTOR LANDER INC		
181929	FOUR NEW 2025 1 TON CREW CAB PICKUPS	50,194.00
181930	FOUR NEW 2025 1 TON CREW CAB PICKUPS	50,194.00
181931	FOUR NEW 2025 1 TON CREW CAB PICKUPS	50,194.00
181932	FOUR NEW 2025 1 TON CREW CAB PICKUPS	50,194.00
	VENDOR TOTAL:	**200,776.00**
	DIVISION TOTAL:	**200,776.00**
	DEPARTMENT TOTAL:	**200,776.00**
	FUND TOTAL:	**200,776.00**
	GRAND TOTAL:	**200,776.00**

Expenditure Approval Report
Check Approval Date of 11/14/2024

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
181660	JUNE 2024 WELLNESS	2,640.00
181661	JULY 2024 WELLNESS	3,775.00
181662	AUGUST 2024 WELLNESS	2,595.00
181663	SEPTEMBER 2024 WELLNESS	2,240.00
181664	OCTOBER 2024 WELLNESS	1,615.00
	VENDOR TOTAL:	**12,865.00**
2503-DELTA DENTAL OF WYOMING		
181665	OCTOBER 2024 ADMIN FEES AND CLAIMS	27,881.35
	VENDOR TOTAL:	**27,881.35**
1912-GALLAGHER BENEFIT SERVICES, INC		
181669	NOVEMBER 2024 SHORT TERM DISABILITY ADMIN FEES	137.50
	VENDOR TOTAL:	**137.50**
3960-MII LIFE INSURANCE, INCORPORATED		
181668	NOVEMBER 2024 ADMIN FEES	237.25
	VENDOR TOTAL:	**237.25**
3687-OPTUM HEALTH FINANCIAL SERVICES		
181666	OCTOBER 2024 HSA MONTHLY MAINTENANCE FEE	178.75
181667	OCTOBER 2024 COBRA PARTICIPANT FEE	145.75
	VENDOR TOTAL:	**324.50**
	DIVISION TOTAL:	**41,445.60**
	DEPARTMENT TOTAL:	**41,445.60**
	FUND TOTAL:	**41,445.60**
	GRAND TOTAL:	**41,445.60**

Expenditure Approval Report
Check Approval Date of 11/08/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
181424	OCTOBER 2024 SALES AND USE TAX	8.75
	VENDOR TOTAL:	**8.75**
	DIVISION TOTAL:	**8.75**
	DEPARTMENT TOTAL:	**8.75**
	FUND TOTAL:	**8.75**

Expenditure Approval Report
Check Approval Date of 11/08/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
181424	OCTOBER 2024 SALES AND USE TAX	106,822.02
	VENDOR TOTAL:	**106,822.02**
	DIVISION TOTAL:	**106,822.02**
	DEPARTMENT TOTAL:	**106,822.02**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2365-WYODAK RESOURCES DEVELOPMENT CORP		
181420	NOVEMBER 2024 WYGEN III GROUND LEASE	44,247.06
	VENDOR TOTAL:	**44,247.06**
	DIVISION TOTAL:	**44,247.06**
	DEPARTMENT TOTAL:	**44,247.06**
	FUND TOTAL:	**151,069.08**

Expenditure Approval Report
Check Approval Date of 11/08/2024

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
181424	OCTOBER 2024 SALES AND USE TAX	469.00
	VENDOR TOTAL:	**469.00**
	DIVISION TOTAL:	**469.00**
	DEPARTMENT TOTAL:	**469.00**
	FUND TOTAL:	**469.00**

Expenditure Approval Report
Check Approval Date of 11/08/2024

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
181425	PRESCRIPTIONS,CLAIMS, COTIVITI, CASH FLOW REG	70,322.31
	VENDOR TOTAL:	**70,322.31**
	DIVISION TOTAL:	**70,322.31**
	DEPARTMENT TOTAL:	**70,322.31**
	FUND TOTAL:	**70,322.31**
	GRAND TOTAL:	**221,869.14**

Expenditure Approval Report
Check Approval Date of 11/21/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
3960-MII LIFE INSURANCE, INCORPORATED		
181879	WEEKLY CLAIMS	2,136.15
181880	WEEKLY CLAIMS	3,848.18
	VENDOR TOTAL:	**5,984.33**
	DIVISION TOTAL:	**5,984.33**
	DEPARTMENT TOTAL:	**5,984.33**
	FUND TOTAL:	**5,984.33**

Expenditure Approval Report
Check Approval Date of 11/21/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2288-WELLS FARGO BANK		
181881	CTII SEMI-ANNUAL BOND PAYMENT	358,619.21
181882	WYGEN III SEMI-ANNUALBOND PAYMENT	1,143,932.45
	VENDOR TOTAL:	**1,502,551.66**
	DIVISION TOTAL:	**1,502,551.66**
	DEPARTMENT TOTAL:	**1,502,551.66**

Expenditure Approval Report
Check Approval Date of 11/21/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
181873	OCTOBER 2024 WYGEN III CAPITAL AND O&M	376,413.74
181874	OCTOBER 2024 CTII ENERGY	31,831.85
181875	OCTOBER 2024 WYGEN III ANCILLARY	123,906.79
181876	OCTOBER 2024 TRANSMISSION	207,679.01
	VENDOR TOTAL:	**739,831.39**
2697-BLACK HILLS WYOMING LLC		
181877	OCTOBER 2024 CTII CAPITAL AND O&M	174,113.54
181878	OCTOBER 2024 CTII ENERGY	260,064.47
	VENDOR TOTAL:	**434,178.01**
2365-WYODAK RESOURCES DEVELOPMENT CORP		
181883	OCTOBER 2024 WYGEN III COAL	115,953.63
	VENDOR TOTAL:	**115,953.63**
	DIVISION TOTAL:	**1,289,963.03**
	DEPARTMENT TOTAL:	**1,289,963.03**
	FUND TOTAL:	**2,792,514.69**

Expenditure Approval Report
Check Approval Date of 11/21/2024

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
181884	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	71,881.95
181885	DRUG COSTS, WEEKL CLAIMS, COTIVITI, CASH FLOW REG	82,770.78
	VENDOR TOTAL:	**154,652.73**
	DIVISION TOTAL:	**154,652.73**
	DEPARTMENT TOTAL:	**154,652.73**
	FUND TOTAL:	**154,652.73**
	GRAND TOTAL:	**2,953,151.75**

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Recognition of the City of Gillette 2024 3rd Quarter P.R.I.D.E. Award Recipient, Scott Ostlund, Streets Manager.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download
Nomination

2024 3rd QUARTER *P.R.I.D.E.* AWARD

~ Scott Ostlund ~

We are honored to nominate Scott Ostlund as an outstanding manager for the Streets Division. Scott's journey from operator to manager is reflected in his dedication, work ethic, and leadership. His unwavering commitment to his team has had a profound impact on the division.

Scott approaches every challenge with a positive attitude, even during the most demanding situations. His ability to mentor and inspire others extends beyond the professional realm, fostering personal growth and creating a supportive environment. His kindness and contagious optimism brighten any room, making him an invaluable asset to the team.

Scott's pride in his crew is evident daily, particularly in his early morning meetings, where he consistently acknowledges their hard work and contributions. His exceptional organizational skills ensure the team is always informed and prepared, and his professionalism shines when addressing citizen concerns or collaborating with other departments.

A true leader, Scott excels in managing complex situations with poise and promptness. His dedication to excellence is especially evident in snow operations, where he prioritizes safety and efficiency. Beyond his managerial responsibilities, Scott goes above and beyond—often stepping in after hours to handle tasks himself, from clearing roads after accidents to tidying up the city, without hesitation or expectation of recognition.

Scott's actions exemplify his deep care for his team, the Streets Division, and the city as a whole. He is not just a manager but a role model who leads by example and inspires those around him. The Streets Division is stronger because of Scott Ostlund, and we are proud to call him one of our own.

The Mayor, Council and City Administrator would like to congratulate Scott Ostlund in the Public Works Department for achieving the 3rd Quarter P.R.I.D.E. Award for 2024. This individual was nominated by his peers for outstanding commitment to the City of Gillette and was chosen based on his ability to exemplify the City's core values. Productivity, Responsibility, Integrity, Dedication, and Enthusiasm.

Sincerely,

Mike Cole
City Administrator

Shay Lundvall
Mayor

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance Establishing Zoning Regulations for Land Use, Building Location, Height, Bulk, Density, and Surrounding Areas; Dividing the City into Districts; Adopting a Zoning Map; Defining Relevant Terms; Creating a Board of Adjustments and a Planning Commission; and Amending Ordinance No. 979 and all Amendments Thereto Commonly Known as the "Zoning Code." (Planning Commission Vote: 4/0)

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

The first Zoning Ordinance was adopted by the City of Gillette City Council on February 16, 1968, as Ordinance No. 527. The present-day Zoning Ordinance that current City Staff utilized daily was adopted on January 23, 1979, as Ordinance No. 979 in response to multiple necessary code update. Sine 1979, there have been no less than 96 amendments to the original 1979 code.

In 2018, City Planning Staff requested and was granted permission by City Council to undertake an in-house rewrite of the Zoning Ordinance. With the intent to modernize the code and provide residents more flexibility while still maintaining even regulation, City Staff began work. Due to a number of factors outside of the City Planning Staff's control, the completion and adoption of the rewrite had been delayed on several occasions.

The following have been organized Public Outreach efforts made by City Planning Staff:

– A digital copy of the proposed rewrite has been available for Public Comment on the City Planning webpage since 2019.

– Four presentations to City Council since permission was granted in 2018: January 15, 2019; February 25, 2020; September 29, 2020; March 19, 2024

– Landscape Ordinance Presentation to the Parks Board on July 25, 2019

– Realtors Open House on August 8, 2019

– When the rewrite began, City Staff requested some review and insight by community members through Think Tank meetings. In total, two meetings were held: August 15, 2019; February 12, 2020

Outside of the organized Public Outreach events hosted by City Staff, there has been numerous

instances where public feedback has been volunteered or requested at the Planning Counter on the 2nd floor of City Hall by Staff when speaking with residents regarding the regulations within the Zoning Ordinance.

This case was approved by the Planning Commission during their October 22, 2024, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval of an Ordinance Establishing Zoning Regulations for Land Use, Building Location, Height, Bulk, Density, and Surrounding Areas; Dividing the City into Districts; Adopting a Zoning Map; Defining Relevant Terms; Creating a Board of Adjustments and a Planning Commission; and Amending Ordinance No. 979 and all Amendments Thereto Commonly Known as the "Zoning Code."

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Ordinance
Exhibit A
Planning Requirements
Meeting Minutes 10.22.24
Findings of Fact

ORDINANCE NO.

AN ORDINANCE CREATING ZONING REGULATIONS RESTRICTING THE USE OF LAND AND THE USE AND LOCATION OF BUILDINGS AND STRUCTURES; REGULATING AND RESTRICTING THE HEIGHT AND BULK OF BUILDINGS AND STRUCTURES AND DETERMINING THE AREA OF YARDS, COURTS, AND OTHER PLACES SURROUNDING THEM; REGULATING AND RESTRICTING THE DENSITY OF POPULATION; DIVIDING THE CITY INTO DISTRICTS FOR SUCH PURPOSES; ADOPTING A MAP OF THE CITY SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS; DEFINING TERMS USED IN SAID ORDINANCE; ESTABLISHING A BOARD OF ADJUSTMENTS; PROVIDING FOR CHANGES AND AMENDMENTS TO THE SAID REGULATIONS ESTABLISHING A PLANNING COMMISSION; AND AMENDING ORDINANCE NO. 979 AND ALL AMENDMENTS THERETO COMMONLY KNOWN AS THE “ZONING CODE”

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

Ordinance 979, and all amendments thereto are amended in their entirety and shall henceforth be organized as follows:

See Attached Exhibit A

PASSED, APPROVED, AND ADOPTED this 17th day of December 2024.

_____

Shay Lundvall, Mayor

(SEAL)
ATTEST:

_____

Alicia Allen, City Clerk
Publication Date:

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ZONING CODE

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SECTION 1. ADMINISTRATION

Contents:

a. Authority

b. Short Title

c. Purpose, Application, and Severability

d. Administration and Enforcement

e. Amendment Procedures

a. Authority

This ordinance is adopted in accordance with the authority vested in the Gillette City Council by the statutes of the State of Wyoming, 15-1-103(xli); 15-1-501-512; and 15-1-601-611, as amended from time to time.

b. Short Title

This ordinance may be cited as the “Zoning Ordinance" or "Zoning Code”.

c. Purpose, Application, and Severability

This ordinance has been made with the following objectives in mind:

1. **Purpose**
    - **a.** Provide for the public health, safety, and general welfare of the City of Gillette and its residents.
    - **b.** Classify property by districts for compatible land uses.
    - **c.** Encourage compatibility of adjacent land uses.

d. Provide for attractive development within the City and its jurisdiction.

e. Encourage development that improves quality of life, conserves environmental resources, and strengthens the physical character of the City of Gillette.

f. Execute the Comprehensive Plan of the City of Gillette.

2. **Application**

a. All land shall be used and occupied and all structures shall be erected, used, altered, or occupied in conformance with the provisions of this ordinance.

b. This ordinance shall not prohibit the continuation of the lawful use of any land or structures legally established before the effective date of this ordinance, nor shall this ordinance require an additional permit. Alterations to an authorized structure, additional structures, or any change in the authorized use of land shall be subject to the provision of this ordinance.

c. Restrictive covenants or agreements shall not be a substitute for these zoning regulations.

d. If any provision of this ordinance conflicts with any other provision of this ordinance, any other ordinance of the City of Gillette, or any applicable state or federal law, the more restrictive provision shall apply.

e. No person or corporation shall knowingly sell, rent, or lease land for any use or purpose contrary to the provisions of this ordinance.

3. **Severability**

a. Should any portion of this ordinance be judicially determined to be illegal or unenforceable, the remainder of the ordinance shall continue in full force and effect.

d. Administration and Enforcement

1. **Administering, Enforcement and Inspection Agency**
The Planning Division ("Division") is responsible for the administration and enforcement of the Zoning Code. Division duties include:

a. Maintain necessary records for the Division.

b. Perform any necessary studies to determine compliance and appropriateness of the Zoning Code.

c. Propose to the Planning Commission and City Council any necessary amendments to the Zoning Code or Zoning Map.

d. Revoke zoning permits, issue "cease and desist" orders, or take any other lawful action to ensure compliance with the provisions of the Zoning Code.

e. Participate in the meetings or public hearings related to zoning before the Board of Adjustment, the Planning Commission, and the City Council.

f. Receive all notices of appeal and requests for variances, and transmit the appeal or request, the record of denial, and order or requirement from which the appeal or request was made, to the Board of Adjustment.

g. Receive, review, and approve or disapprove all applications for permits including construction, alterations, or change of use or occupancy of land or structures.

h. Coordinate with other departments in the administration and enforcement of the Zoning Code.

i. Establish and administer the rules and procedures for zoning in the City, including development of the forms and procedures not described by the Zoning Code.

j. Propose to the Planning Commission and the City Council any changes to the Zoning Code or to the zoning district classifications within the City when necessary. All such changes shall be subject to the amendment procedures set forth in the Zoning Code.

k. Maintain the official District Zoning Map(s) and records.

l. Receive and review all applications for commercial, industrial, and residential development and prepare recommendations for review and action.

m. Receive and refer all applications for amendments to the language of the Zoning Code or Zoning Map to the Planning Commission and its recommendations to the City Council.

2. Inspection Agency

a. The Zoning Administrator is responsible for inspections to ensure compliance with provisions of the Zoning Code. The Zoning Administrator shall establish rules and procedures for the conduct of inspection.

3. Administrative Liability

a. The City does not waive governmental immunity by enforcing these ordinances and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and other applicable law.

4. Permits

a. Additional permits are not required for structures, use of any structure, or land use legally established prior to the effective date of this ordinance. Any future modifications to existing structures or changes of use of any structure or land requires appropriate permits established by this Zoning Code.

b. No building or structure shall be constructed, erected, or altered unless a zoning permit has been issued by the Zoning Administrator. Any building or structure over twenty-five thousand (25,000) square feet, or when two (2) or more buildings are being built upon the same commercial or industrial zone lot at the same time, must be approved by the City of Gillette Planning Commission before it is eligible for a zoning permit.

c. A zoning permit is required prior to establishing or changing any land use or any building or structure use.

d. A legal Permitted Use must be established before an Accessory Structure or building may be constructed or placed upon a lot.

e. Applications for zoning permits shall be accompanied by a site plan drawn to scale, the required application, and any other information necessary for the proper enforcement of the Zoning Code at the discretion of the Zoning Administrator.

f. No zoning permit will be issued for the erection, alteration, use, or occupancy of any structure that is not connected to a public sewage system or served by a water supply system meeting the standards of the State of Wyoming Department of Environmental Quality and approved by the City Engineer.

g. The Zoning Administrator will grant a permit if the proposed construction or use complies with the requirements of the Zoning Code. If the Zoning Administrator denies a permit, the Zoning Administrator will specifically state the reason(s) for denial.

h. A copy of all required permits and variance requests shall be maintained by the Zoning Administrator and made available to the public.

i. When weather or other extraordinary circumstances make immediate compliance with the terms of the Zoning Code impractical, the applicant shall execute an agreement with the City, guaranteeing the completion of the required improvements within a time period specified by the Zoning Administrator. This agreement shall be secured with a bond, letter of credit, or other suitable financial guarantee, in an amount which will cover the estimated cost of improvements required. If the applicant defaults, the certificate of occupancy may be revoked. At the Zoning Administrator's discretion, the improvement guarantee may be waived.

5. Violations, Penalties, and Remedies

a. No person shall construct or alter any building or land within the City limits in violation of the Zoning Code.

b. The Zoning Administrator shall address in writing any violation, the Zoning Code provision violated, and the date by which the violation must be corrected. After a notice of violation has been served, no work shall proceed on any building or land except to correct or to comply with the notice.

c. The Zoning Code shall be enforceable by injunction, mandamus, proceedings in abatement, or any other remedies provided by law. Appeals from judgments rendered in any action instituted to enforce this ordinance shall be in accordance with applicable provisions of Wyoming law regarding appeals from the Municipal Court.

d. Any person who violates any provision of this Zoning Code is guilty of a misdemeanor and may be fined not more than seven hundred and fifty ($750.00) dollars, plus court costs. Each day of non-compliance with any provision of the Zoning Code shall constitute a separate offense.

e. The City of Gillette and its Zoning Administrator are not responsible for any damage to persons or property based on any inspection or failure to inspect, or issuing of a Zoning Permit authorized by the Zoning Code.

6. Appeals

a. *Appeals Generally.* Any decision made by the Zoning Administrator may be appealed to the Board of Adjustment by any person or agency aggrieved by a decision. Any appeal must be submitted to the Zoning Administrator within ten (10) days from the date of the decision. All appeals must be in writing specifying the grounds for the appeal. The Zoning Administrator shall transmit the written notice of appeal and all original documents to the Board of Adjustment.

b. *Effect of a Pending Appeal on a Denial*. The Zoning Administrator's denial of a permit requires all construction activity and/or use to cease. If such denial is then appealed, then construction activity and/or use may only continue if the Zoning Administrator certifies in writing to the Board of Adjustment that a pause of construction and/or use would cause imminent peril to life or property. (See W.S. 15-1-607(b)).

7. Board of Adjustment (the Board)

Purpose: The purpose of the Board of Adjustment is to hear appeals for variances from the terms of this Zoning Ordinance. A property owner must demonstrate that the strict application of the requirements of the Zoning Ordinance would result in unnecessary hardship that would deprive the owner of the reasonable use of their land or structure, when compared to other land or structures similarly situated.

a. Creation

1) The Board shall consist of five (5) residents of the City of Gillette. The members are appointed by the Mayor and with the consent of the City Council. The Board of Adjustment, existing on the effective date of this Zoning Code, shall be allowed to complete their appointed terms of office. Appointments shall be made for three (3) years. Vacancies shall be filled for any

unexpired term by the Mayor and City Council. Any member of the Board may be removed, for cause, by the City Council upon written charges and after a public hearing. Members of the Board shall serve without compensation.

2) The Board may appoint a Secretary from within the five (5) currently serving members.

3) The members of the Board shall convene after receiving a BOA application and after proper notice as set forth in W.S. 15-1-602, is provided to the applicant and public. They shall select one (1) of their members as Chair and one (1) as Vice-Chair, who shall serve one (1) year terms. Special meetings may be called at any time by the Chair or in their absence, by the Vice-Chair. A majority of the Board constitutes a quorum.

b. Powers and Jurisdiction of the Board of Adjustment

The Board has jurisdiction to:

1) Determine on appeal whether to allow a nonconforming use or structure on a specific property.

2) Interpret the provisions of the Zoning Code in accordance with the Comprehensive Plan.

3) Permit the reconstruction of a nonconforming building. The nonconforming building must have been damaged by accident or disaster, act of god, or public enemy, to the extent that more than sixty percent (60%) of the structural value of the building and the land upon which it is located has been destroyed. The BOA must find some compelling public necessity requiring continuance of the nonconforming use. The primary purpose of continuing the nonconforming use shall not be to continue a monopoly. In the case of doubt, the fair market value shall be determined, as provided in SECTION 7. Non-Conforming Uses and Structures.

4) Reverse, affirm, or modify the order of the Zoning Administrator.

c. Variances

1) A request for variance shall only occur after the denial of a permit. The request for a variance must be submitted to the Zoning Administrator prior to an appeal to the Board of Adjustment. The Zoning Administrator shall transmit the request, a copy of the denied permit, and any other pertinent information to the Board for their consideration.

2) A variance is specific to a use or structure and runs with the land. The following circumstances do not qualify for a variance:

a) Self-imposed hardships.

b) Hardships based solely on financial considerations, convenience, or inconvenience.

c) Conditions that are alleged to be "special," but that are actually common to many properties within the same zoning district.

3) The Board must find that each of the following conditions are present before granting a variance:

a) The use is already allowed in the district in which the variance is requested.

b) Literal enforcement of the provisions of the Zoning Code will result in an unnecessary hardship on the property.

c) The owner of the property did not create the extraordinary circumstances and the circumstances do not represent a general condition of the district.

d) The variance will not substantially injure any adjacent conforming property.

e) The variance will not alter the character of the district in which it is located.

f) The variance will provide relief with the minimum deviation from the Zoning Code.

g) The variance will not adversely affect public health, safety, or welfare.

d. Rules for Proceeding Before the Board of Adjustments on Appeals

1) Appeals to the Board of Adjustment may be made by any aggrieved person or any officer, department, board, or bureau of the City affected by any decision of the Zoning Administrator. All appeals shall be in writing and filed with the Zoning Administrator within ten (10) days from the date of the decision of the Zoning Administrator. The Zoning Administrator shall then immediately transfer the written notice of appeal and all original documents pertaining to the appeal to the Board.

2) Upon receipt of the notice of appeal, the Board shall fix a reasonable time and place for a public hearing and proceed in accordance with the following rules:

a) Public notice shall be given of all hearings to aggrieved parties. Public notice consists of:

i. Notice of the hearing must be provided to each party in interest--served personally or by mail at least fifteen (15) days prior to the hearing. The notice will include a statement of (i) the time, place, and nature of the hearing, (ii) the legal authority and jurisdiction under which the hearing is to be held, (iii) the particular sections of the statutes and/or rules involved, and (iv) a short and plain statement of the matters asserted and parties involved; or

ii. One (1) published notice in a newspaper of general circulation at least fifteen (15) days prior to the hearing when the indispensable and necessary parties are composed of a large class, including the same information that would be included in the documentation served personally or by mail otherwise.

b) An aggrieved party may appear at a public hearing in person and/or be represented by an agent or attorney.

i. In all contested cases, depositions, subpoenas, and discovery may be held before the public hearing pursuant to Wyoming Statute 16-3-107.

c) Any witnesses shall swear or affirm their testimony under oath. Each party may offer evidence and cross-examine witnesses.

d) A majority vote of the Board is necessary to reverse any order, requirement, or decision of the Zoning Administrator.

e) The Board shall render a written decision in every appeal within thirty (30) days of the hearing. Each decision must include findings of fact and conclusions of law. The Board shall file with the Campbell County Clerk each variance granted including the nature of the variance, time limitations, and any special conditions imposed by the Board.

f) The Board shall keep a record of the proceeding and make copies available to any party at a cost consistent with public records requests.

3) Decisions of the Board under this section may be appealed and reviewed on appeal by the District Court within the jurisdiction pursuant to Wyoming Statute 16-3-114.

8. Zoning Fees

The following fees shall be collected by the City of Gillette, Development Services Department, prior to review of the following applications:

Figure d. A Permit Fees for Services Described in the Zoning Code	
Permit Type	**Fee**
Commercial Site Plan	$375
Planned Unit Development	$1,000
Zoning Map Amendment	$400
Zoning Text Amendment	$1,000
Zoning Variance	$655
Zoning Appeal	$655
Electronic Graphic Display Billboard	$2,500 Application Fee and $250 License Annual Fee
Tower Application	See SECTION 9., Wireless Communication Facilities

e. Amendment Procedures

1. **Statement of Policy:** The City of Gillette Zoning Code promotes sound development and stable land use patterns. Any person, corporation, or the City may initiate amendments to the Zoning Code to:
    - **a.** Correct an obvious error or oversight in the regulations; or
    - **b.** Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.
2. **Amendments: Type and how made**
    - **a.** The City recognizes two types of Amendments:
        - **1)** Text amendments seeking to change the language of the Zoning Code.
        - **2)** Map amendments seeking to change the district boundary lines.
            - **a)** Map Amendments seeking to be rezoned as Agricultural District will not be accepted as the Agricultural District is no longer considered a valid Zoning District.
    - **b.** Applications for amendments shall be made to the Zoning Administrator. The Zoning Administrator may develop forms for this purpose. The application shall include:
        - **1)** Name and address of applicant.
        - **2)** Applicant's interest in the application.
        - **3)** Name and address of any other interested parties.
        - **4)** Explanation of reasons for amendment.
        - **5)** Amendment(s) to the Zoning Map must also include:
            - **a)** Map and legal description of the property sought to be rezoned; map must show abutting properties.
            - **b)** Existing zoning district designation and proposed zoning district designation.
            - **c)** The names and addresses of all landowners within one hundred forty (140) feet of the outer limits of the area proposed for rezoning, the width of any intervening street or alley right-of-way shall not be included.
            - **d)** Proof of ownership of property requested to be rezoned. (i.e., Warranty Deed, Title Report)
    - **c.** The Zoning Administrator collects all comments and schedules the matter for public hearings before the Planning Commission and City Council.

3. **Public Hearing**
   - **a.** The Planning Commission shall hold a public hearing for proposed amendment(s) to the Zoning Code and Zoning Map. Notice of the public hearing shall be given per W.S. 15-1-602.
   - **b.** Following a public hearing the Planning Commission shall vote and forward their recommendations in writing to the City Council.
   - **c.** The City Council cannot consider a zoning amendment until it receives the Planning Commission's recommendations. The Council is not bound by the recommendation of the Planning Commission and may consider any available evidence in its decision. A majority vote of the City Council is required to pass a zoning amendment.
   - **d.** All protests to a proposed amendment to the Zoning Code or Zoning Map shall be filed with the Zoning Administrator at least twenty-four (24) hours before the City Council meeting considering the proposed amendment.
   - **e.** If the owners of twenty percent (20%) or more of the area of the lots included within the proposed change or those immediately adjacent within a distance of one hundred forty (140) feet (the rights-of-way not included) protest a proposed amendment by filing a signed objection, the amendment shall not become effective, except by the affirmative vote of three fourths (3/4) of all the members of the City Council.
     - **1)** A signed objection must include a printed name, address, and signature of protesting property owners within the area of the lots included in the proposed change, or those within the one hundred and forty (140) feet therein.
4. **Amendments for Mineral Extraction or Production**
   - **a.** All mineral extraction and/or production activity shall take place in an I-2 District.
   - **b.** Applications for amendments to allow mineral extraction and production shall follow the established amendment procedures.
   - **c.** Following a public hearing, the City Council may:
     - **1)** Request that State or Federal approvals be withheld, pending recommended modifications.
     - **2)** Impose such additional conditions and safeguards deemed necessary to protect the surrounding environment or adjacent uses of land.
5. **Limitations on Filing**
   - **a.** A Text or Map Amendment that has been denied may not be requested and filed again until one (1) year from the date of the final hearing has passed.

SECTION 2. DISTRICT REGULATIONS

Contents:

a. Establishment of Zoning Districts

b. Purpose and Land Use

a. Establishment of Zoning Districts

1. **District Classification**
   Land within the corporate limits of the City of Gillette shall be divided into the following zoning districts:

Table a. A Districts Established		
Abbreviation	**District Name**	**Reference**
AG	Agricultural District **Grandfathered Status*	a.
R-R	Rural Residential District	b.
R-S	Suburban Residential District	c.
R-1	Single-Family Residential District	d.
R-2	Single and Two-Family Residential District	e.
R-3	Single and Multiple-Family Residential District	f.
R-4	Multi-Family Residential	g.
M-H	Mobile Home District	h.
E-MH	Enhanced Manufactured Home District	i.
E-MH RS	Enhanced Manufactured Home Suburban Residential District	j.
C-P	Planned Neighborhood Business District	k.
C-O	Office and Institutional	l.
C-1	General Commercial District	m.
C-2	Office and Institution	n.
C-3	Business and Services District	o.
I-I	Light Industrial District	p.
I-2	Heavy Industrial District	q.

2. Zoning District Map

a. The boundaries of the zoning districts are shown on a map titled, "Zoning Map, Gillette, Wyoming". This map, and all official amendments, are hereby declared to be part of this ordinance. The Zoning Map can be found on the City website under "Planning Services Division".

b. All lands within the corporate boundaries shall be within one of the Zoning Districts.

c. All lands which are hereafter annexed to the City of Gillette will have the default zoning of R-1, Single-Family Residential District, unless otherwise designated by the City Council as a part of the annexation and zoning process. Established zoning may be amended pursuant to the procedures established by the Zoning Code.

3. Uniform District Regulations

This ordinance applies uniformly in all zoning districts with the same classification:

a. If a single property is divided by a zoning district boundary line, and if one parcel is smaller than the minimum lot size required by the Zoning Code, the zoning district regulations for the larger parcel shall apply to the small parcel.

b. If a single property is divided by a zoning district boundary line, and if each parcel is at least equal to the minimum lot size required by the Zoning Code, the zoning district regulations for each parcel shall apply.

c. If a single property is divided by a zoning district boundary line, and if both parcels are smaller than the minimum lot size required by the Zoning Code, the most restrictive of the zoning district regulations for the two parcels shall apply to both parcels.

d. Lots located in R-1, R-2, M-H, E-MH and E-MH-RS Zoning Districts may have one (1) primary structure; this applies to individually owned lots in the M-H Zoning District. Lots located in the

remaining zoning districts and mobile home parks located in an M-H Zoning District may have more than one (1) primary structure. All structures must comply with the Zoning Code.

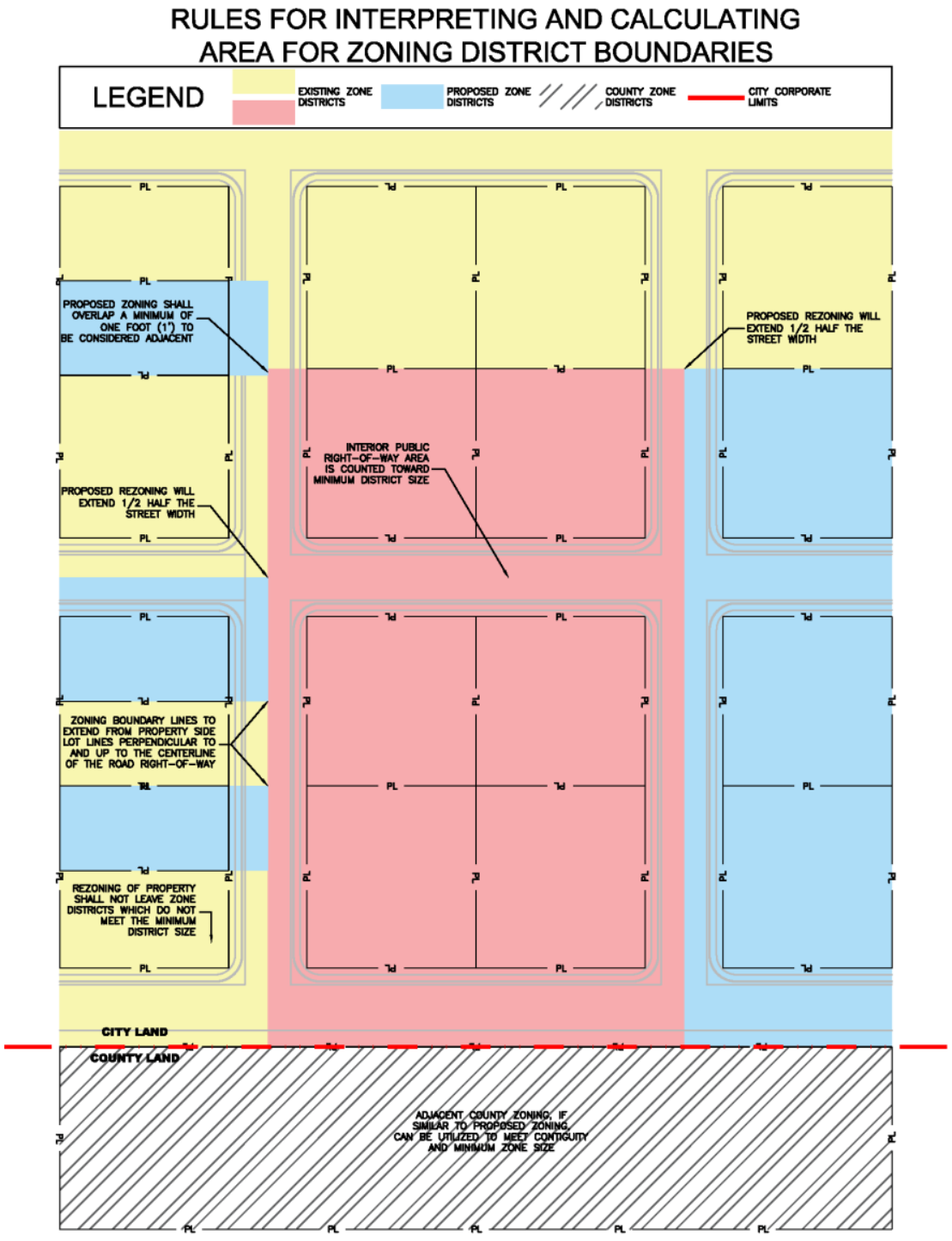
4. **Minimum Size of District Area**
   Amendments to the Zoning Code must meet minimum size requirements.

Table a. B
Minimum Size of District Area

Abbreviation	District Name	Minimum Size of District
Ag	Agricultural	No New Districts Allowed
R-R	Rural Residential	10 acres
R-S	Suburban Residential	10 acres
R-1	Single-Family Residential	10 acres
R-2	Two-Family Residential	3 acres
R-3	Single and Multiple Family Residential	3 acres
R-4	Multi-Family Residential	2 acres
M-H	Mobile Home	5 acres
E-MH	Enhance Manufactured Home	7 acres
E-MH RS	Enhanced Manufactured Home Suburban Residential	10 Acres
C-O	Office and Institutional	1 acre
C-P	Planned Neighborhood Business	1 acre
C-1	General Commercial	4 acres
C-2	Office and Institution	1 acre
C-3	Business/Service	10 acres
I-1	Light Industrial	5 acres
I-2	Heavy Industrial	10 acres

5. **Rules for Interpreting and Calculating Area for Zoning District Boundaries**
   - **a.** All rights-of-way within City limits are to be zoned to the centerline.
   - **b.** Side lot lines extend to the centerline of the right-of-way.
   - **c.** Interior public right-of-way counts toward minimum district size.
   - **d.** Natural features are zoned to the centerline when at a boundary limit.
   - **e.** Adjacent and contiguous land in the surrounding county that is zoned in a similar category can be used for rezoning acreage calculation purposes.
   - **f.** Upon annexation and zoning of County land, the zoning will be adjusted to the center of right-of-way as applicable.

Figure a. A
Rules for Interpreting and Calculating Area for Zoning Districts



b. Purpose and Land Use

Table b. A Permitted Uses																	
X = Permitted Use																	
Use	Ag	R-R	R-S	R-1	R-2	R-3	R-4	M-H	E-MH	E-MHRS	C-O	C-P	C-1	C-2	C-3	I-1	I-2
Amusement Place													X				
Animal Boarding/Training	X														X	X	X
Animal or Livestock Sales																	X
Antique Shop (all merchandise sold indoors)												X	X	X			
Asphalt Plant or Concrete Plant																	X
Automobile Body Work, Painting, or Major Repairs																X	X
Automobile Wrecking/Salvage Yard/Junk Yard																	X
Automobile/Mobile/Manufactured Homes Sales													X		X	X	
Automobile Supply Store													X		X		
Bar/Tavern/Lounge											X	X	X	X			
Barber, Beauty Shop, or Spa											X	X	X	X	X		
Bed & Breakfast		X	X	X	X			X									
Boarding or Rooming House							X										
Bulk Plant, Gasoline, or LP Gas																	X
Carpenter and Cabinet Shop; (employing 5 persons or less in C-1 and C-2)													X	X	X	X	X
Car Servicing/Repair													X	X	X	X	
Cemetery	X	X	X	X	X			X		X							
Church	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Civic (police, post office, fire, utilities, parks, libraries, etc.)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Commercial Recreation													X	X	X	X	X
Community Center		X	X	X	X	X	X	X	X	X			X				
Condominium or Townhouse					X	X	X										
Contractors' Yard (vehicles, equipment/supplies, etc.)																X	X
Crematorium (as primary use)																X	X
Daycare* - with appropriate state license and special permit		X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Dry cleaning/Laundry, etc.											X	X	X	X	X	X	X
Entertainment - Family-Friendly (movie theater, bowling alley, etc.)												X	X				
Financial Institutions (banks, lending, etc.)											X	X	X	X			
Fix-it-Shop (small appliance, household, and small engine repair)												X	X				
Flooring and carpet store													X		X		
Food Sales (bakery, coffee shop, etc.)											X	X	X	X	X		
Foster Home	X	X	X	X	X	X	X	X	X	X							
Gas Station (does not include body work, painting, or major repairs)												X	X		X	X	X
General Agriculture	X																

Table b. A Permitted Uses																	
X = Permitted Use																	
Use	Ag	R-R	R-S	R-1	R-2	R-3	R-4	M-H	E-MH	E-MHRS	C-O	C-P	C-1	C-2	C-3	I-1	I-2
Golf Course	X		X	X									X				
Greenhouse/Plant Nursery	X											X	X		X	X	X
Grocery Store													X				
Group Care Facility	X	X	X	X	X	X	X	X	X	X	X		X	X			
Group Daycare Facility (with appropriate state license)						X	X					X	X	X	X		
Group Foster Home - with appropriate state license						X	X							X			
Halfway House														X		X	
Heavy Equipment Sales, Service, and Repair																	X
Heavy Manufacturing, Processing, and Fabrication																	X
Hospital						X	X				X			X			
Hotel/Motel													X	X			
Industrial Pipe Yard																	X
Institution of Higher Learning, Including Dormitory Accommodations						X	X						X	X			
Junk Yard																	X
Light Manufacturing, Processing, or Fabrication															X	X	X
Lumber/Pipe Yard/Building Material Storage and Sales (except ready mix concrete)													X		X	X	X
Medical Offices											X	X	X	X	X		
Mixed-use Development (Minimum area of zone lot for mixed-use shall be 2000 square feet per residential development.)											X	X	X	X	X		
Mobile Vendors**	X										X	X	X	X	X	X	X
Mobile/Manufactured Home								X	X	X							
Mortuary (Does not include Crematorium as an Accessory Use in Residential Zones)					X	X					X		X	X			
Multi-Family Dwelling						X	X										
Museum													X	X			
Neighborhood Recreational Facility											X	X					
Nursing Home/Assisted Living for Elderly						X	X				X			X			
Office											X	X	X	X	X	X	
Off-Street Parking and Storage of Personal Effects								X	X	X							
Oil/Gas/Mineral Exploration, Production	X																X
Oil/Gas/Mineral Supply, Storage, and Sales																X	X
Parking Garage													X	X	X		
Parking of Vehicles (Must comply with SECTION 5.)					X	X		X			X		X	X	X	X	X
Pet Store												X	X	X			

Table b. A Permitted Uses																
X = Permitted Use																
Use	Ag	R-R	R-S	R-1	R-2	R-3	R-4	M-H	E-MH	E-MH RS	C-O	C-P	C-1	C-2	C-3	I-1	I-2
Pharmacy											X	X	X	X			
Printing and Publishing, Including Newspaper Office													X		X		
Private Club/Lodge						X	X						X	X	X		
Professional Services											X	X	X	X	X	X	X
Railroad	X				X	X							X		X	X	X
Ready-mix Concrete Plant																	X
Recreation Camp	X																
Recreational Vehicle (RV) Park													X				
Refinery																	X
Rental Store													X			X	
Restaurant, Fast Food											X		X				
Restaurant, Standard											X	X	X	X	X	X	
Retail, Alcohol/Tobacco Sales											X	X	X	X			
Retail, General Goods											X	X	X	X	X		
Sanitary Landfill																	X
Schools (Public and Private)	X	X	X	X	X	X	X	X			X		X	X			
Self Service Laundry													X				
Sexually Oriented Business																	X
Shared Living Residence for Senior Citizens		X	X	X	X	X	X	X						X			
Single-Family Dwelling		X	X	X	X	X	X	X	X	X							
Slaughterhouse																	X
Storage Facility													X		X	X	X
Taxidermy***															X	X	
Telecommunication Studio (television, radio, etc.)													X		X	X	
Truck or Railroad Terminal																X	X
Two-Family Dwelling					X	X	X										
Underground Oil or Gas Storage Facilities, as Approved by the City Engineering and Fire Marshall																X	
Veterinary Clinic	X												X		X	X	X
Victim Service Agency					X	X	X						X				
Warehouse																X	X
Welding Shop																X	X
* Daycares: R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH, and E-MH-RS - Family Child Care Home (FCCH), or Family Child Care Center (FCCC), with appropriate State License and operated from the provider's home with a special permit, or Child Care Center (CCC) operated by a church with appropriate State License as required under Section 3.t. of this code. Family Child Care Center (FCCC) or Child Care Center (CCC) can operate C-O, C-P, C-1, C-2, C-3. All outdoor play areas must be fenced.																	
**Mobile Vendors (excluding Ice Cream Trucks) are only allowed within Residential Zone Districts in City Parks. All Mobile Vendors are required to obtain a Zoning Permit for all permitted Districts.																	

Table b. A Permitted Uses																	
X = Permitted Use																	
Use	Ag	R-R	R-S	R-1	R-2	R-3	R-4	M-H	E-MH	E-MH RS	C-O	C-P	C-1	C-2	C-3	I-1	I-2
***Tanning of hides, preparation such as boiling skulls for European Mounts and anything that causes obnoxious odors and smells are not allowed in the C-2, Central Business District and the C-3, Business/Service District.																	
Not all uses are listed as part of this table. Uses not listed shall be subject to administrative review and approval.																	

Table b. B Permitted Encroachments in All Zoning Districts	
Type	Amount
Belt courses, sills, lintels, exterior columns, chimneys, and building accessories	2 feet
Open/unwalled porches, terraces, balconies, and exterior stairways	3.5 feet
Cornices, overhangs, eves, and gutters	2 feet

Table b. C Permitted Accessory Uses in Residential Districts					
Type	Ag	R-R	R-S	R-1, R-2, M-H, E-MH, E-MH-RS	R-3, R-4
Clearly incidental, customary, and commonly associated with the primary structure	X	X	X	X	X
Operated and maintained under the same ownership and on the same lot as the primary structure	X	X	X	X	X
Accessory use in detached structures	X	Gross floor area not to exceed 1.5 times that of primary structure	Gross floor area not to exceed 1.5 times that of primary structure	Not to exceed the Gross Floor Area of the permitted use.	Not to exceed the Gross Floor Area of the permitted use.
Livestock and fowl - with restrictions	X	X	---	---	---
Chickens - Up to five (5) Chickens in Accordance with Chapter 4, Sections 4-33 through 4-43 of the Gillette City Code.	X	X	X	X	X
Residential occupancy - with restrictions*	X	See Table 20.02.02 E	See Table 20.02.02 E	See Table 20.02.02 E	See Table 20.02.02 E

Table b. D Permitted Accessory Uses in Commercial and Industrial Districts						
Type	C-P	C-O	C-1	C-2	C-3	I-1, I-2
Clearly incidental, customary, and commonly associated with the primary structure.	X	X	X	X	X	X
Operated and maintained under the same ownership and on the same zone lot as the permitted use.	X	X	X	X	X	X

Table b. D Permitted Accessory Uses in Commercial and Industrial Districts						
Type	**C-P**	**C-O**	**C-1**	**C-2**	**C-3**	**I-1, I-2**
Does not include structures or structural features inconsistent with the permitted use.	X	X	---	X	---	---
Does not include residential occupancy	X	X	X	X	---	---
Does not include residential occupancy, except by a caretaker or watchman employed on the premises.	---	---	---	---	X	X
Except for Mixed-Use Development, does not include residential occupancy, except by owners and employees employed on the premises and their families; provided however, that no more than one (1) such dwelling unit shall be allowed for each permitted use. Mobile or manufactured homes shall not be permitted.	X	X	X	X	X	---
If operated wholly or partly within the structure containing the permitted use, the gross floor area utilized by the accessory use shall not exceed thirty (30%) percent of gross floor area of the permitted use.	---	---	---	X	---	---
If operated within a structure, shall not exceed a gross floor area of fifty (50%) percent of the gross floor area of the permitted use. If operated as an open accessory use, shall not exceed a gross floor area of fifty (50%) percent of the area of the zone lot.	X	X	X	---	X	X
Does not include an area of over ten (10%) percent of the area of the zone lot.	---	---	---	---	---	X
Does not include an area of over ten (10%) percent of the area of the zone lot or thirty-five (35%) percent of the gross floor area of the permitted use, whichever is greater.	---	---	---	---	X	---
If in a separate, detached structure from a permitted use, the gross floor area devoted to the accessory use shall not exceed the gross floor area of the permitted use.	---	---	---	X	---	---

Table b. E Accessory Dwelling Units (ADU)	
Use	**Requirement**
Occupancy	Owner must live on-site in either the primary dwelling or the ADU
Quantity	One ADU per lot
Foundation	Must be on a permanent foundation
Utilities	Water, sewer, and electric utilities shall be provided to each ADU
Parking	Must provide one additional off-street paved parking space (9'x18') in addition to primary dwelling parking requirements
Setbacks and Open Space	Must adhere to zoning district accessory use setbacks and open space requirements.
Size	800 square feet maximum
ADU's are allowed in all residential zoning districts on lots that are individually owned and contain single-family dwellings. No Day Cares are allowed in ADU's. ADU's must comply with the current Building Code as adopted by the City of Gillette.	

Table b. F Shipping Containers		
Residential	**Commercial**	**Industrial**
Allowed only as Accessory use to Primary Structure (Not allowed as ADU)	Allowed as Primary or Accessory Structure	Allowed as Primary or Accessory Structure
Solid 6' screen fence required	Solid 6' screen fence required or mural for screening. Construction shall meet all current Building Codes	Construction shall meet all current Building Codes

SECTION 3. DISTRICT STANDARDS

Contents:

a. Agricultural (Ag)
b. Rural Residential (R-R)
c. Suburban Residential (R-S)
d. Single-Family Residential (R-1)
e. Two-Family Residential (R-2)
f. Single and Multiple Family Residential District (R-3)
g. Multi-Family Residential District (R-4)
h. Mobile Home District (M-H)
i. Enhanced Manufactured Home District (E-MH)
j. Enhanced Manufactured Home Suburban Residential District (E-MH R-S)
k. Planned Neighborhood Business District
l. Office and Institutional (C-0)
m. General Commercial (C-1)
n. Central Business (C-2)
o. Business/Service (C-3)
p. Light Industrial (I-1)
q. Heavy Industrial (I-2)
r. Fences, Walls, and Retaining Walls
s. Home Occupations
t. Child Day Cares
u. Recreational Vehicle (RV) Park Standards

a. Agricultural (Ag)

The Agricultural District is no longer considered a valid Zoning District. Any lots zoned Ag before the effective date of this ordinance, shall have a grandfathered status.

This district is intended to allow for and protect existing agricultural uses within the City by controlling density and land coverage and providing for compatible land use.

1. The following uses are allowed within this District:
    a. General agriculture; including farming, ranching, grazing, dairying, and animal or plant husbandry.
    b. Residential occupancy within Ag is permitted by owners or persons employed on the premises and their immediate families.
    c. Single-family dwellings, mobile/manufactured homes, guest homes, and lodges may be accessory uses to a permitted use.
2. The following is not allowed within this District:
    a. The spreading, accumulating, feeding, or use of garbage in any manner on the open surface of the land.
    b. Animal feedlot or commercial holding pens.
    c. Any use or activity that results in unreasonable and continuous odor, dust, or noise, if located within 300 feet of a residential structure or food or retail business.

Table a. A
Building Placement in Agricultural District (Ag)

Type	Primary Structure	Accessory Structure
Minimum Area of Lot	None Except when permanent residential occupancy is conducted as an accessory use, then at least 3 acres per permanently occupied dwelling unit	---
Minimum Width of Lot	None	---
Front Yard Setback	30 feet Except on corner lots, any front yard not directly adjacent to the primary entrance to a main building is reduced to 25 feet	30 feet Except on corner lots, any front yard not directly adjacent to the primary entrance to a main building is reduced to 25 feet
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	40 feet	5 feet A garage entered from an alley must maintain a minimum distance of 10 feet from the alley

Maximum Height *	When within 150 feet from a residential district: 35 feet When more than 150 feet from a residential district: 80 feet	When within 150 feet from a residential district: 35 feet When more than 150 feet from a residential district: 80 feet
*Permitted exceptions to maximum height: church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations.		

Figure a. A
Agricultural (Ag) Standard Lot

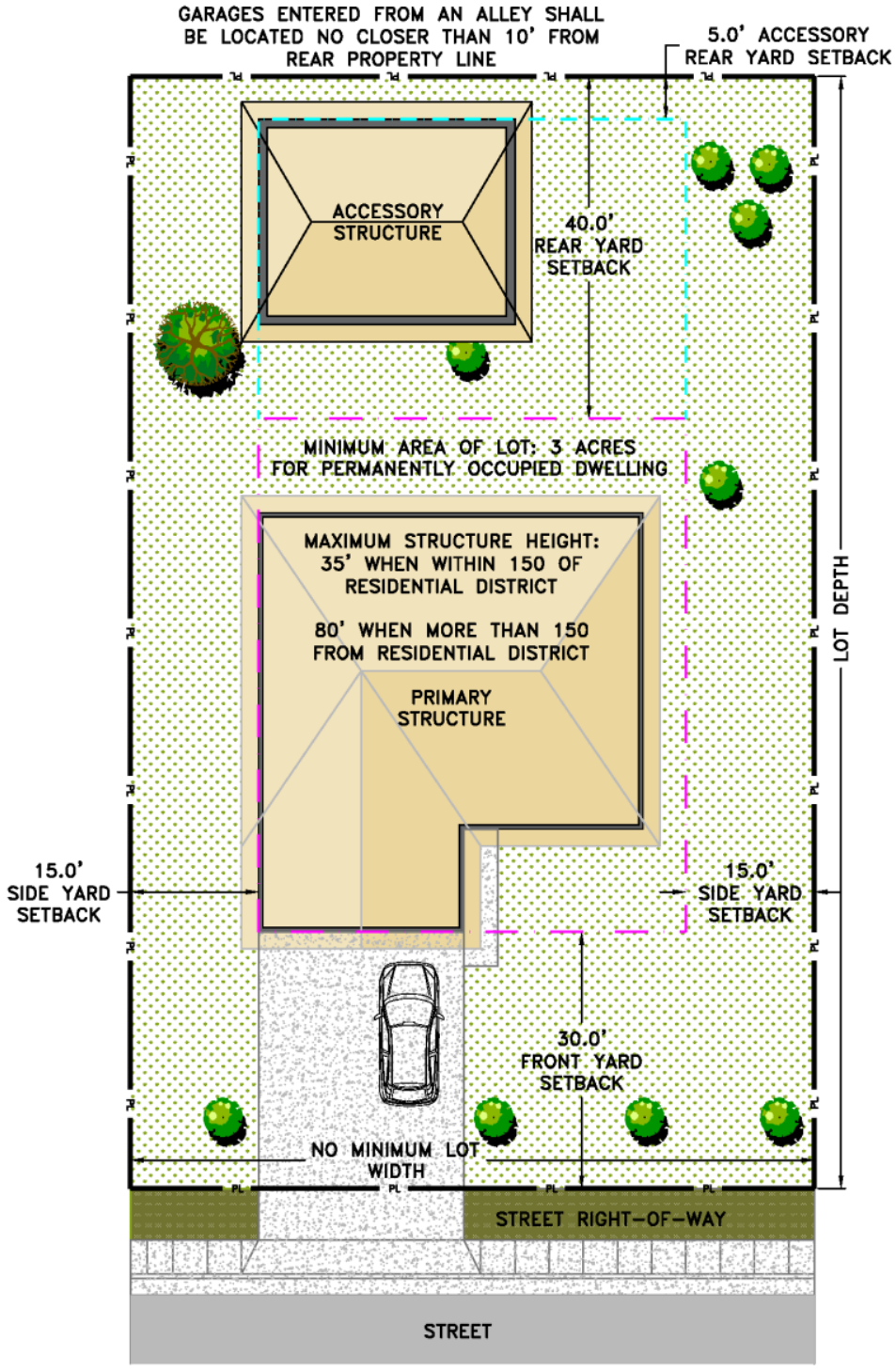
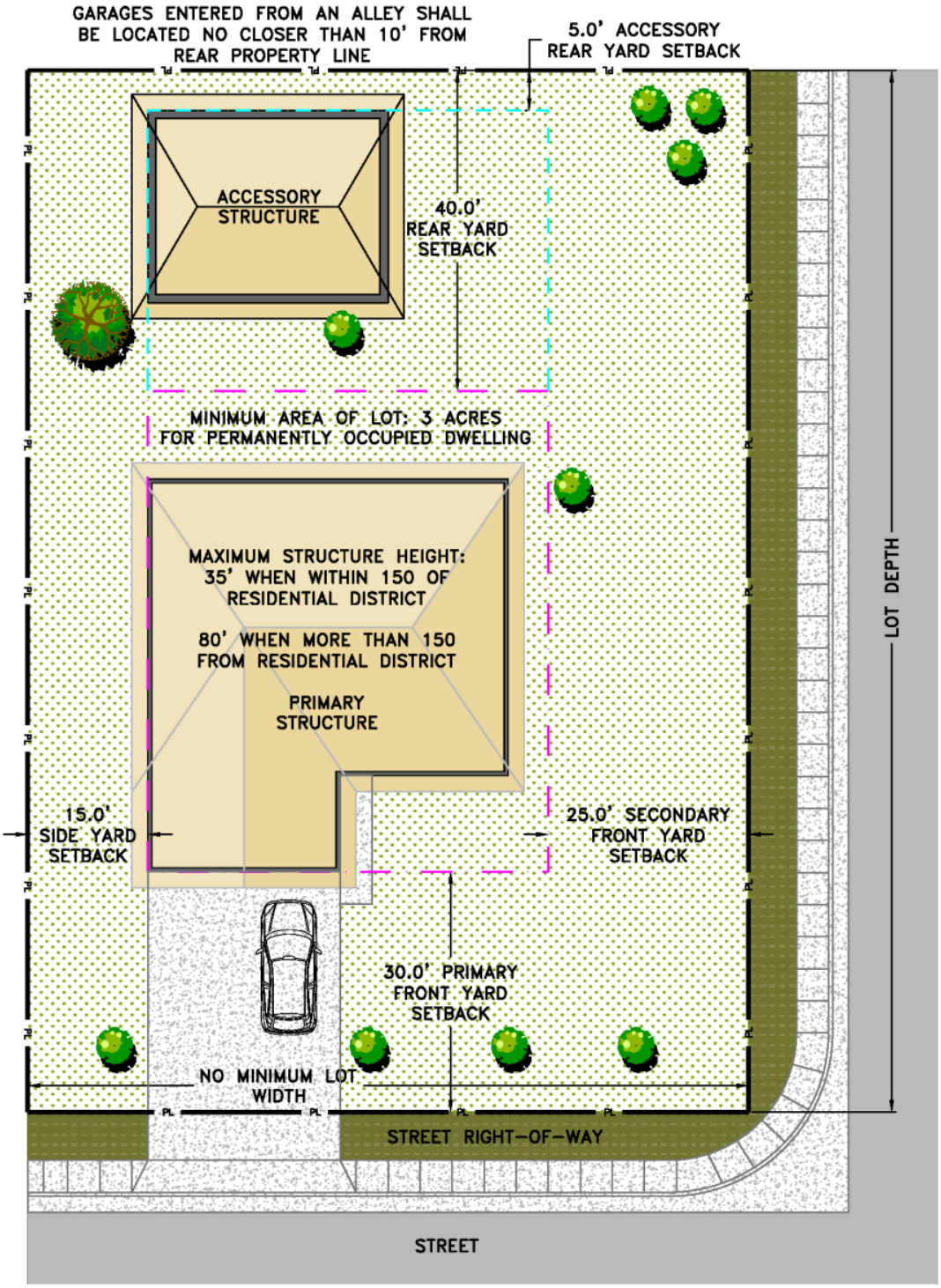


Figure a. B
Agricultural (Ag) Corner Lot



b. Rural Residential (R-R)

This District is intended to accommodate single-family dwellings, accessory structures, and uses for those areas of the community where it is desirable to maintain a semi-rural environment.

1. Livestock and fowl are permitted in accordance with the following provisions:
    - **a.** The number of livestock, including horses, cattle, sheep, burros, or goats (excluding swine) is limited to 1 animal per 1.5 acres on each platted lot, up to a total of 2 animals. Unweaned offspring are not included in this allowance.
    - **b.** Rabbits, fowl, or poultry, including chickens, turkeys, geese, or game birds are limited to 10 rabbits or mixed fowl per 1 acre.
    - **c.** No commercial breeding of livestock and fowl is permitted.
    - **d.** Areas of the lot as well as accessory buildings or structures devoted to livestock and fowl must be maintained and kept in such a manner as to not constitute a nuisance to the surrounding properties.

Table b. A
Building Placement in Rural Residential (R-R)

Type	Primary Structure	Accessory Structure
Minimum Area of Lot	1 acre	---
Minimum Width of Lot	125 feet	---
Front Yard Setback	40 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building is reduced to 30 feet	40 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building is reduced to 30 feet
Side Yard Setback	15 feet	6 feet
Rear Yard Setback	40 feet	10 feet
Maximum Height*	35 feet	35 feet

*Permitted exceptions to maximum height: church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations.

Figure b. A
Rural Residential (R-R) Standard Lot

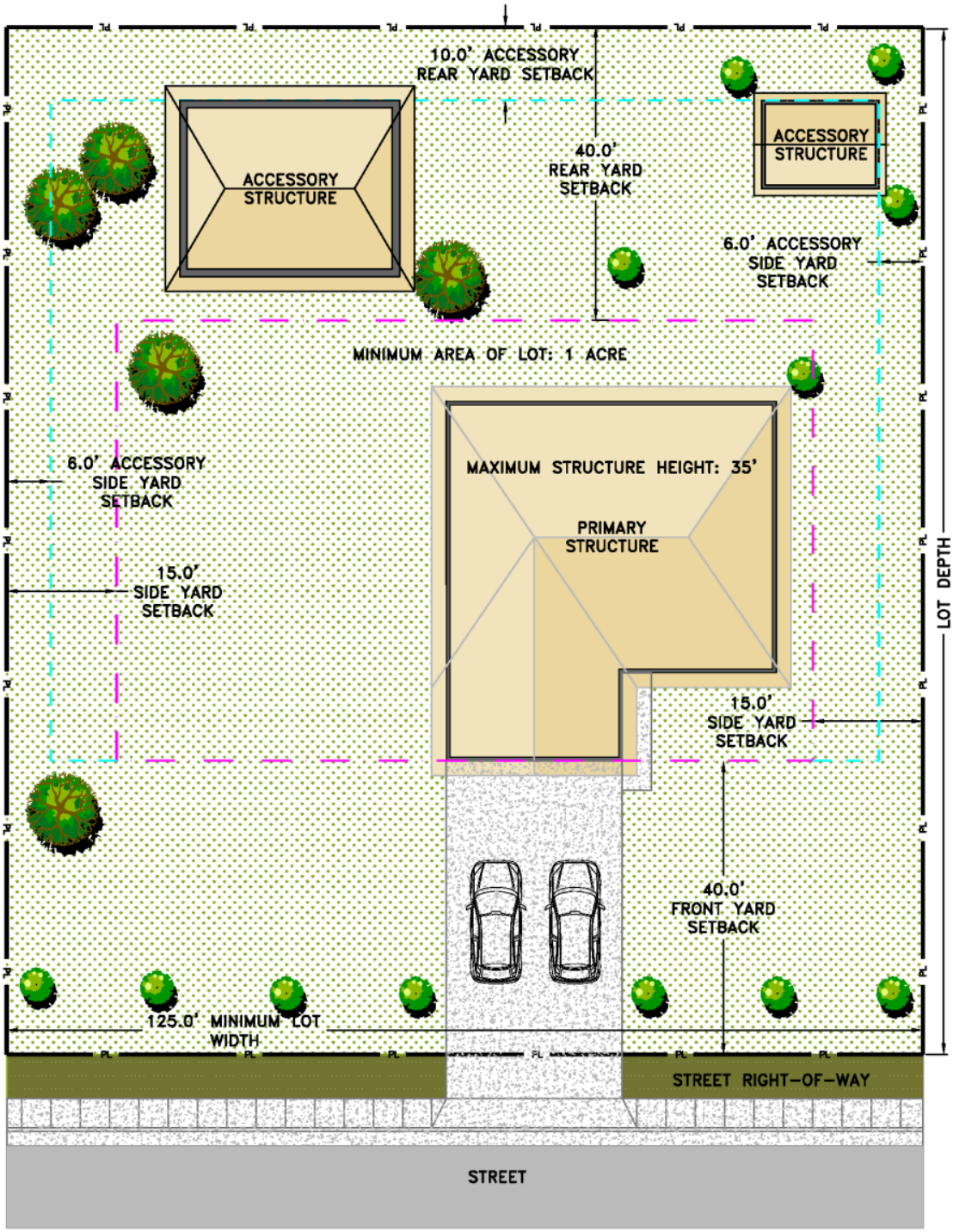
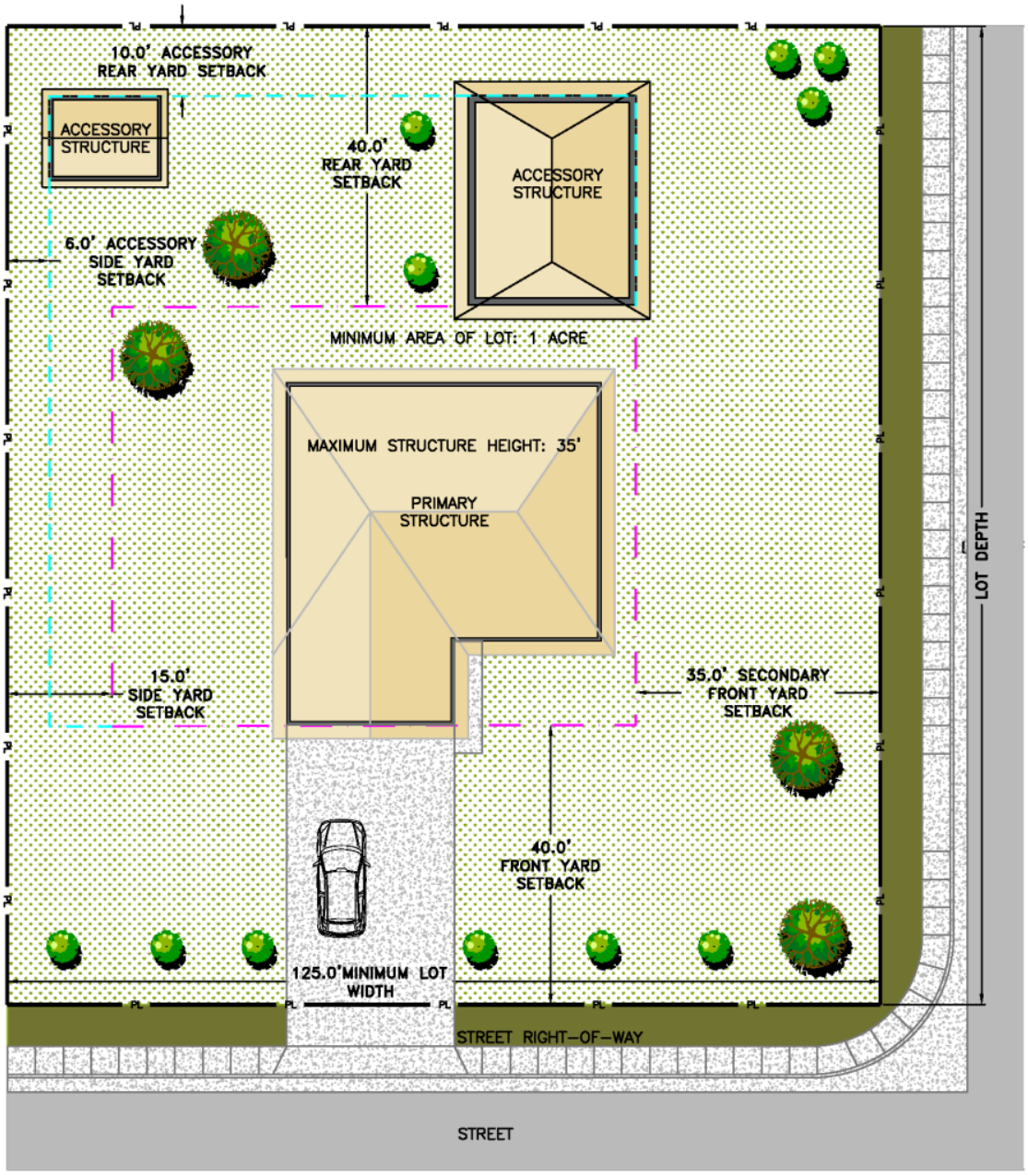


Figure b. B
Rural Residential (R-R) Corner Lot



c. Suburban Residential (R-S)

This District is intended as a single-family residential district for those areas of the community where it is desirable to maintain low residential densities.

Table c. A
Building Placement in Suburban Residential (R-S)

Type	Primary Structure	Accessory Structure
Minimum Area of Lot	22,000 square feet	---
Minimum Width of Lot	125 feet	---
Front Yard Setback	30 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building is reduced to 20 feet	30 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building is reduced to 20 feet
Side Yard Setback	15 feet	6 feet
Rear Yard Setback	40 feet	10 feet
Maximum Height*	35 feet	35 feet

*Permitted exceptions to maximum height: church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations.

Figure c. A
Suburban Residential (R-S) Standard Lot

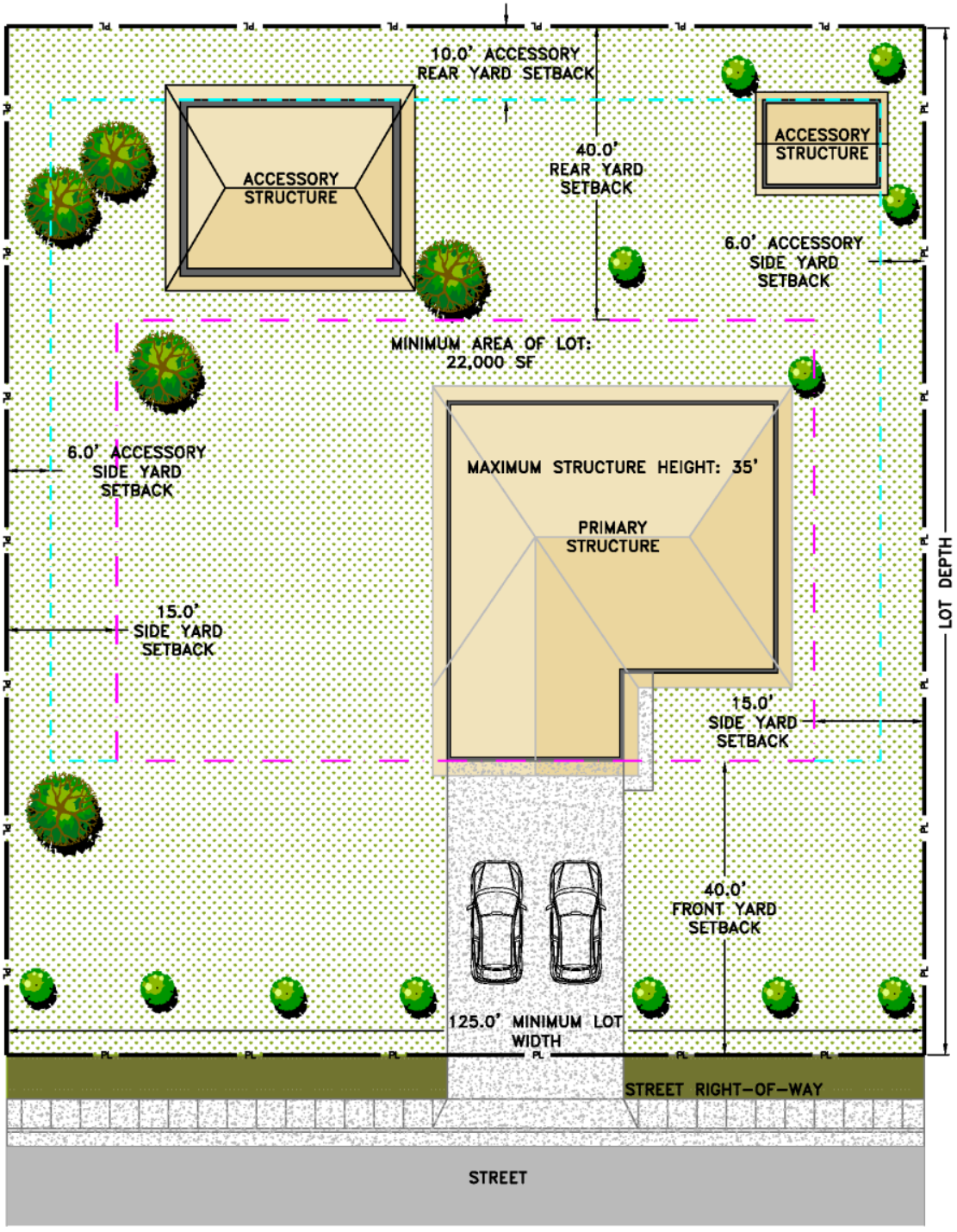
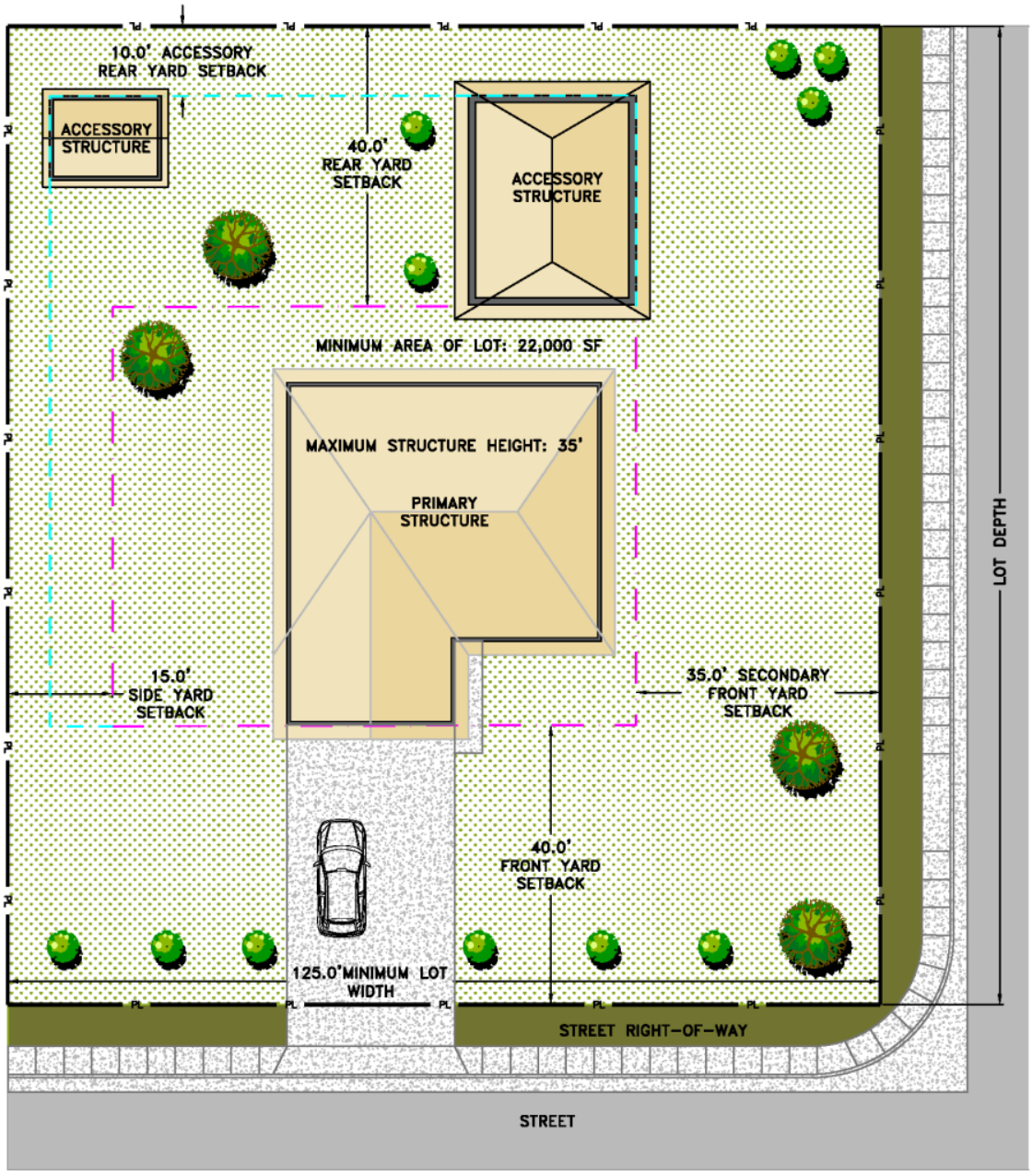


Figure c. B
Suburban Residential (R-S) Corner Lot



d. Single-Family Residential (R-1)

This District is intended to be applied to lands which are suitable for medium density residential development. This District also allows uses which are compatible with and provide support to a medium density residential environment.

Table d. A
Building Placement in Single-Family Residential (R-1)

Type	Primary Structure	Accessory Structure
Minimum Area of Lot	6,000 square feet	---
Minimum Width of Lot	50 feet	---
Front Yard Setback	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building may be reduced to 10 feet	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance to a main building may be reduced to 10 feet
Side Yard Setback	5 feet Except on lots of record existing on the effective date of this resolution and having a width of less than 50 feet, the side yard may be reduced to 3 feet	5 feet Except on lots of record existing on the effective date of this resolution and having a width of less than 50 feet, the side yard may be reduced to 3 feet
Rear Yard Setback	20 feet or 20% of the depth of the lot, whichever is smaller	5 feet A garage entered from an alley must be located at least 10 feet from the alley
Maximum Height*	35 feet	35 feet
Open Space Requirement**	50% of the lot	50% of the lot

* Permitted exceptions to maximum height: church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations.

**Areas devoted to off-street parking are not counted as free and unobstructed open space.

Figure d. A
Single-Family Residential (R-1) Standard Lot

Figure d. A
Single-Family Residential (R-1) Standard Lot

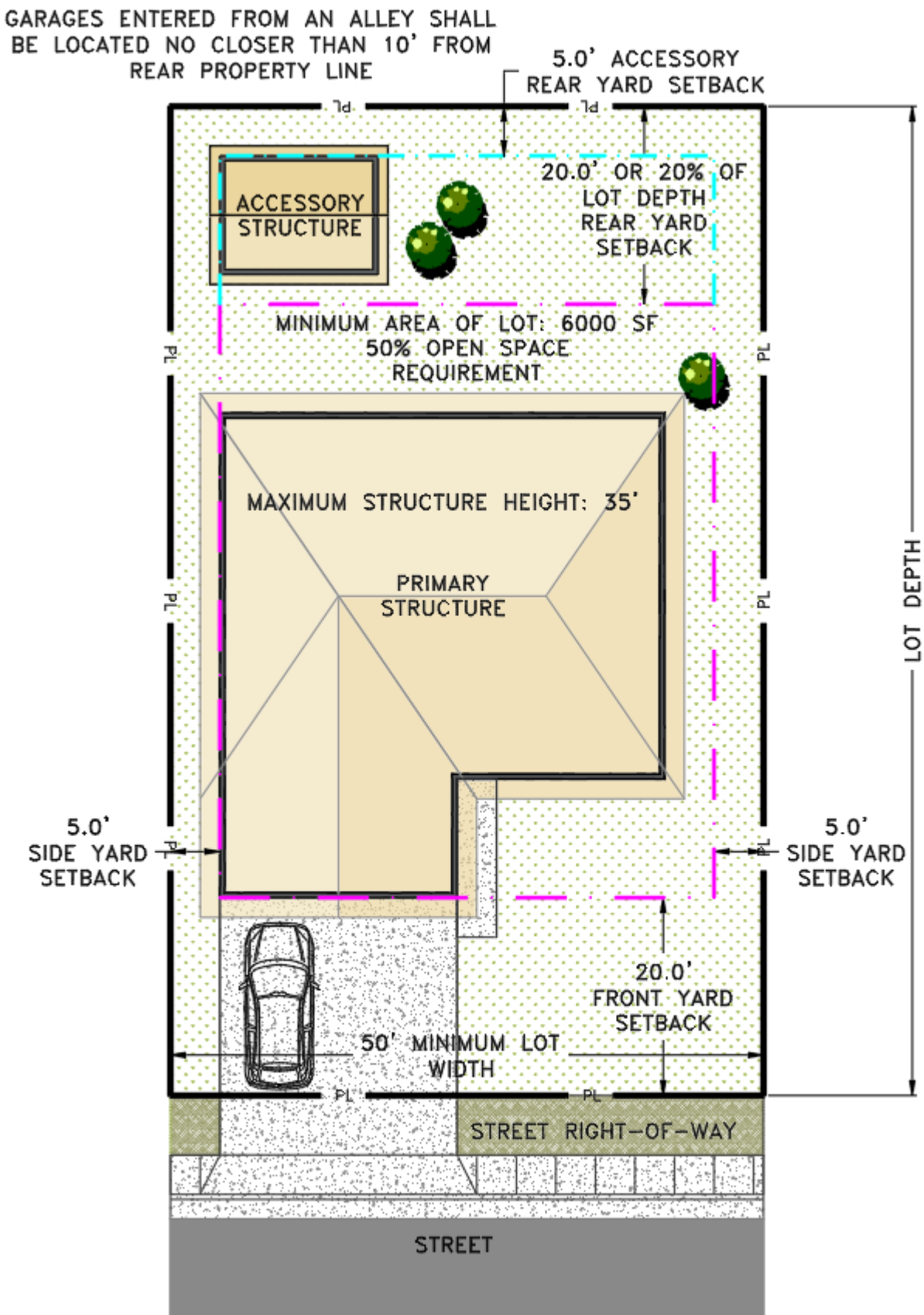
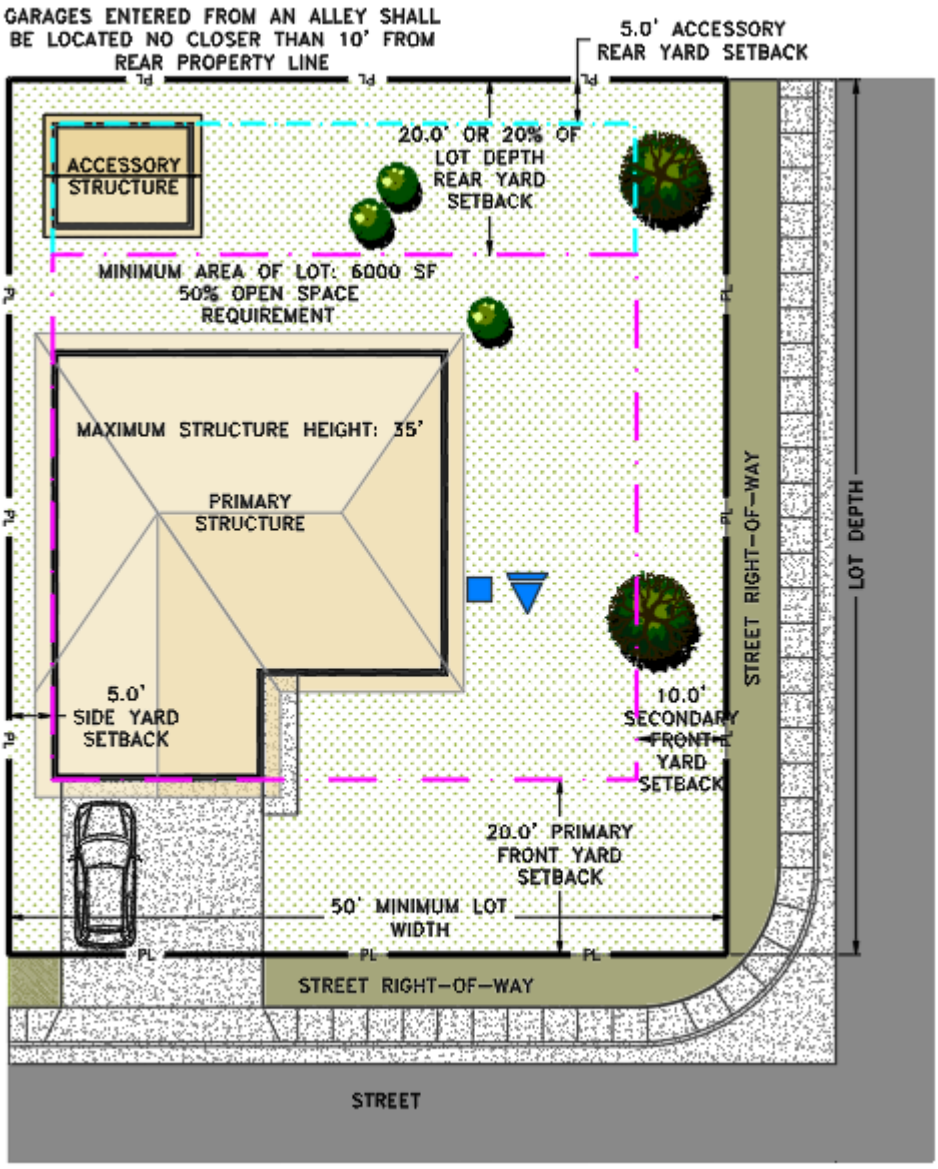


Figure d. B
Single-Family Residential (R-1) Corner Lot



e. Two-Family Residential (R-2)

This District allows a mixture of single and two-family dwellings, at a density higher than single-family districts.

Table e. A
Building Placement in Two-Family Residential (R-2)

Type	Primary Structure	Accessory Structure

Minimum Area of Lot	6,000 square feet On lots where there are two-family dwellings, there must be a minimum of 4,000 square feet per dwelling unit	---
Minimum Width of Lot	50 feet	---
Front Yard Setback	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet
Side Yard Setback	5 feet Except on lots of record existing on the effective date of this code and having a width of less than 50 feet, then the side yard is reduced to 3 feet.	5 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet
Rear Yard Setback	20 feet or 20% of the depth of the lot, whichever is smaller	5 feet A garage entered from an alley must be at least 10 feet from the alley
Maximum Height*	35 feet	35 feet
**Open Space Requirement	Single-Family dwelling unit: 50% of the lot Two-family dwelling units: 750 square feet per dwelling unit	Single-Family dwelling unit: 50% of the lot Two-family dwelling unit: 750 square feet per dwelling unit

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height not in conflict with other regulations.

**Areas devoted to off-street parking are not counted as free and unobstructed open space.

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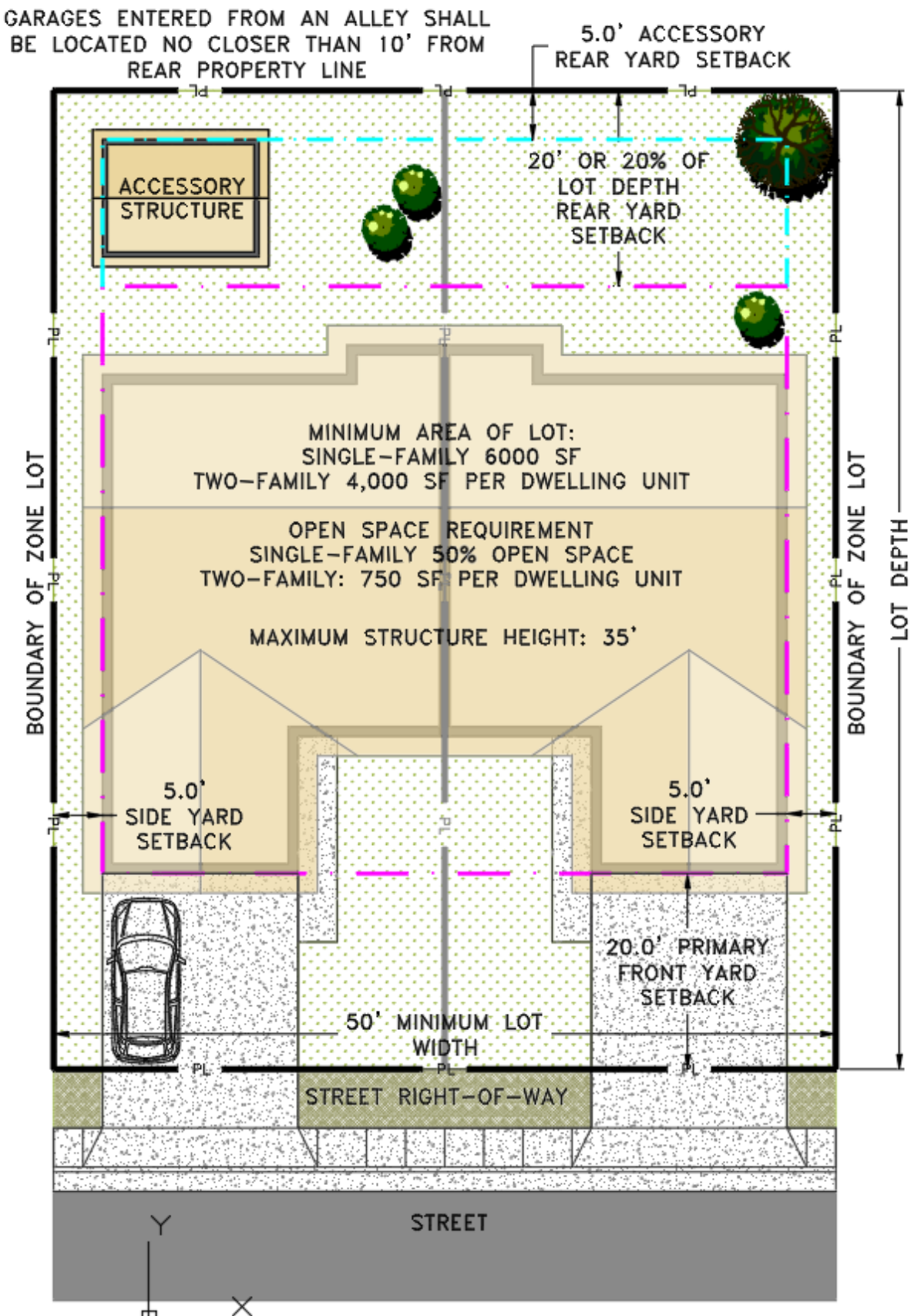
Figure e. A
Two-Family Residential (R-2) Standard Lot

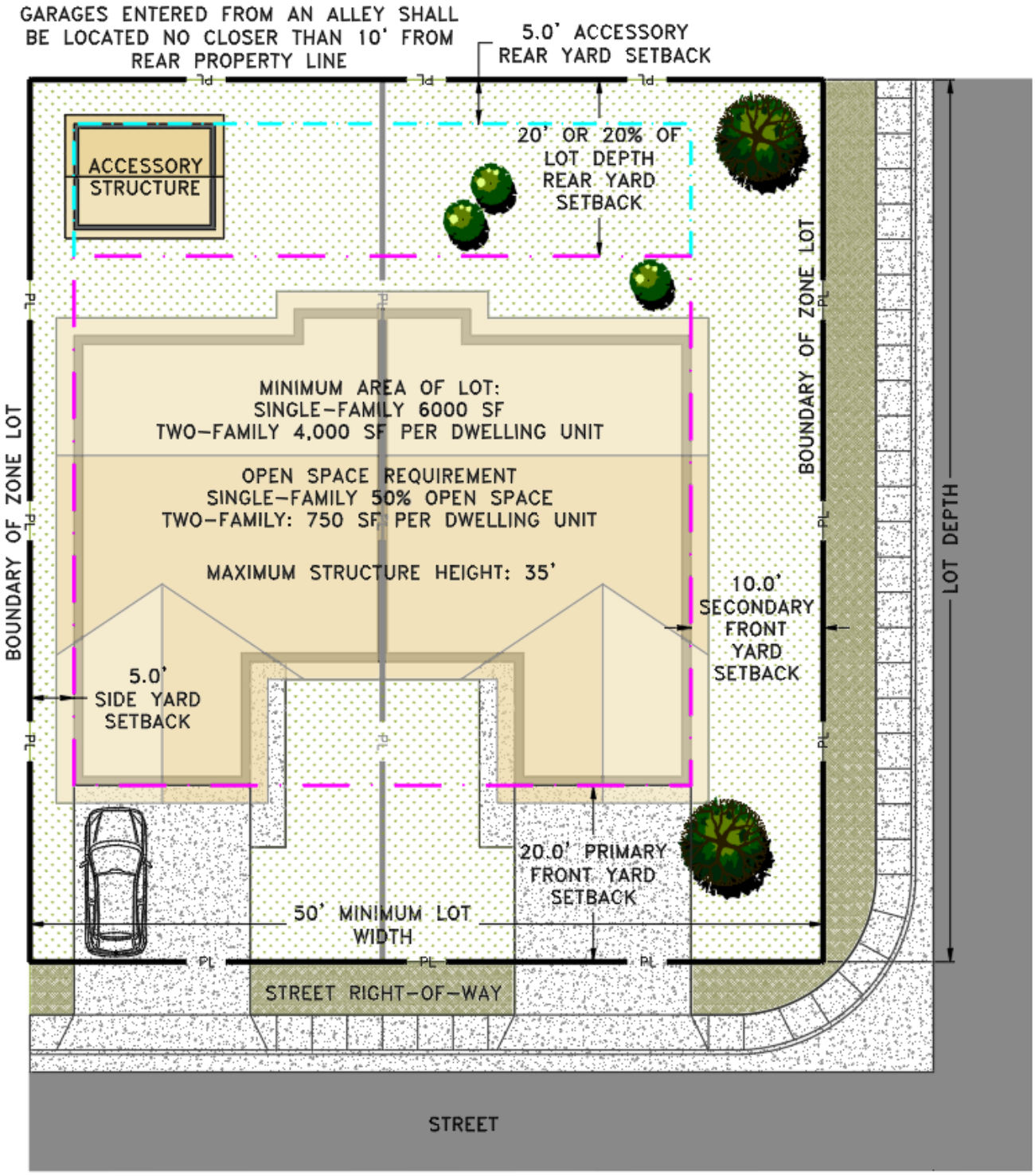
Figure e. A
Two-Family Residential (R-2) Standard Lot



ENERGY CAPITAL OF THE NATION
CITY OF GILLETTE, WYOMING

Figure e. B
Two-Family Residential (R-2) Corner Lot

Figure e. B
Two-Family Residential (R-2) Corner Lot



R-2, TWO-FAMILY RESIDENTIAL
CORNER LOT

f. Single and Multiple Family Residential District (R-3)

This District allows a mixture of single and multiple-family dwellings at a density slightly higher than that for single family districts alone, plus the accessory public and semi-public uses offering services to the surrounding area.

Table f. A
Building Placement in Multi-Family Residential (R-3)

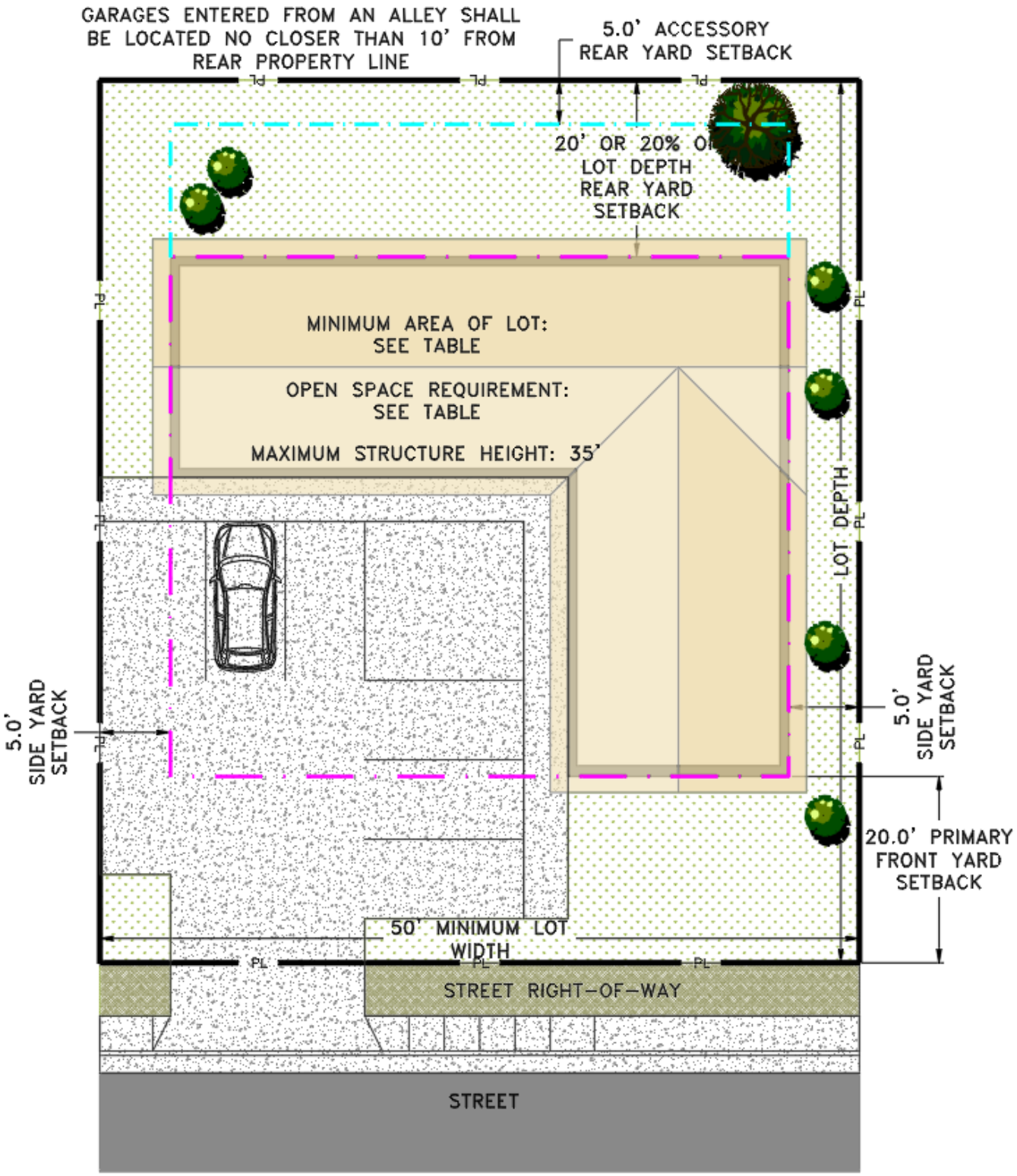
Type	Primary Structure	Accessory Structure
Minimum Area of Lot	Single dwelling unit: 6,000 square feet Additional 3,000 square feet for each dwelling unit of a multiple family dwelling in excess of 2 dwelling units	---
Minimum Width of Lot	50 feet	---
Front Yard Setback	20 feet On a corner lot, any front yard not directly adjacent to the primary entrance of a building may be reduced to 10 feet	20 feet On a corner lot, any front yard not directly adjacent to the primary entrance of a building may be reduced to 10 feet
Side Yard Setback	5 feet On lots of record existing on the effective date of this resolution and having a width of less than 50 feet, the side yard may be reduced to 3 feet	5 feet On lots of record existing on the effective date of this resolution and having a width of less than 50 feet, the side yard may be reduced to 3 feet
Rear Yard Setback	20 feet or 20% of the depth of the lot, whichever is smaller	5 feet A garage entered from an alley must be at least 10 feet from the alley
Maximum Height*	35 Feet	35 Feet
Open Space Requirement**	1 dwelling unit: 50% of lot 2 or more dwelling units: 750 square feet per dwelling unit	1 dwelling unit: 50% of lot 2 or more dwelling units: 750 square feet per dwelling unit

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height not in conflict with other regulations.

**Areas devoted to off-street parking is not counted as free and unobstructed open space.

Figure f. A
Single and Multiple Family (R-3) Standard Lot

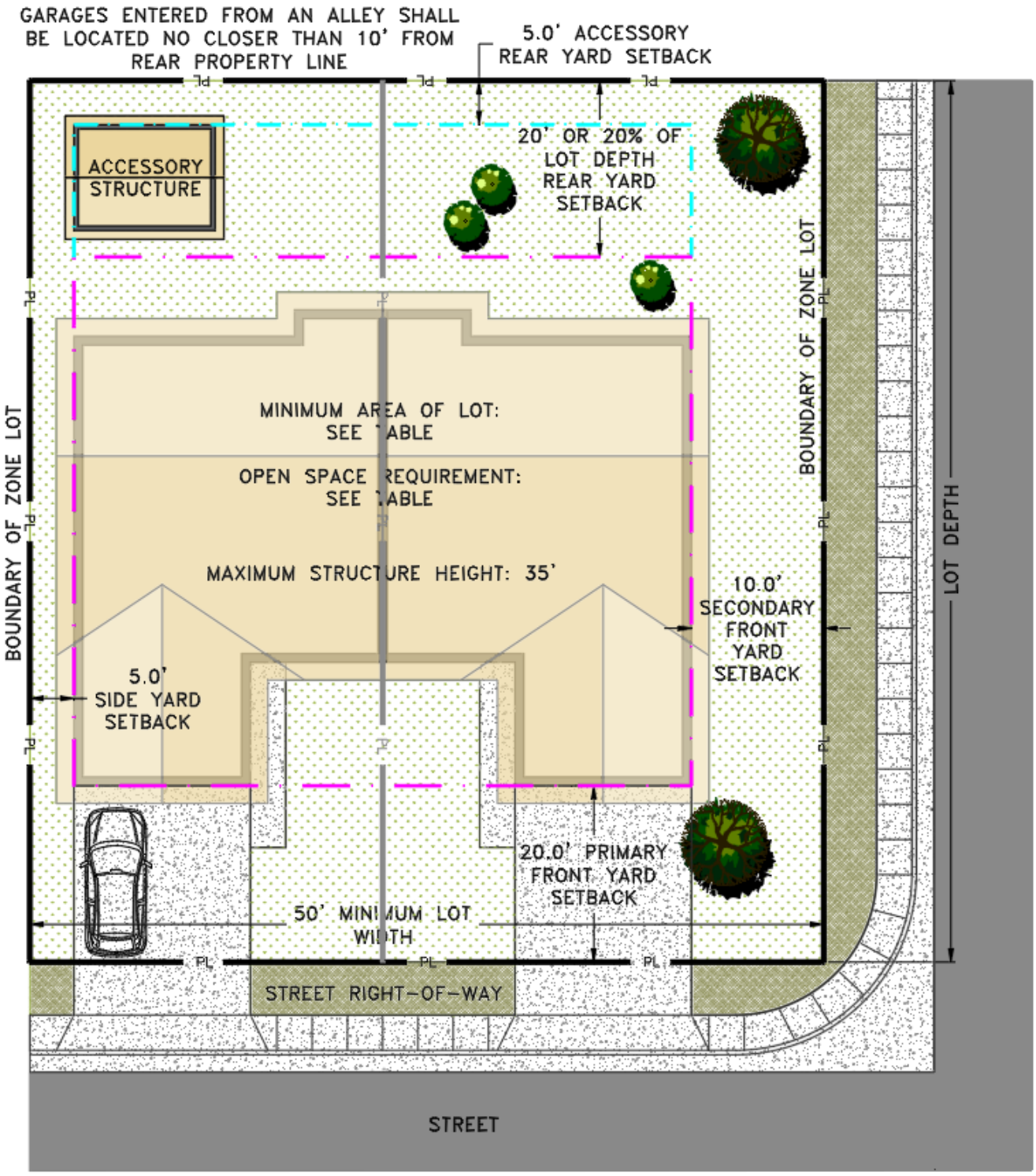
Figure f. A
Single and Multiple Family (R-3) Standard Lot



R-3, SINGLE AND MULTIPLE FAMILY RESIDENTIAL STANDARD LOT

Figure f. B
Single and Multiple Family (R-3) Corner Lot

Figure f. B
Single and Multiple Family (R-3) Corner Lot



R-3, SINGLE AND MULTIPLE FAMILY RESIDENTIAL
CORNER LOT

g. Multi-Family Residential District (R-4)

This District allows for a compatible mixture of multiple-family dwellings at a medium density and other uses of an institutional or semi-public nature, while maintaining a general residential environment.

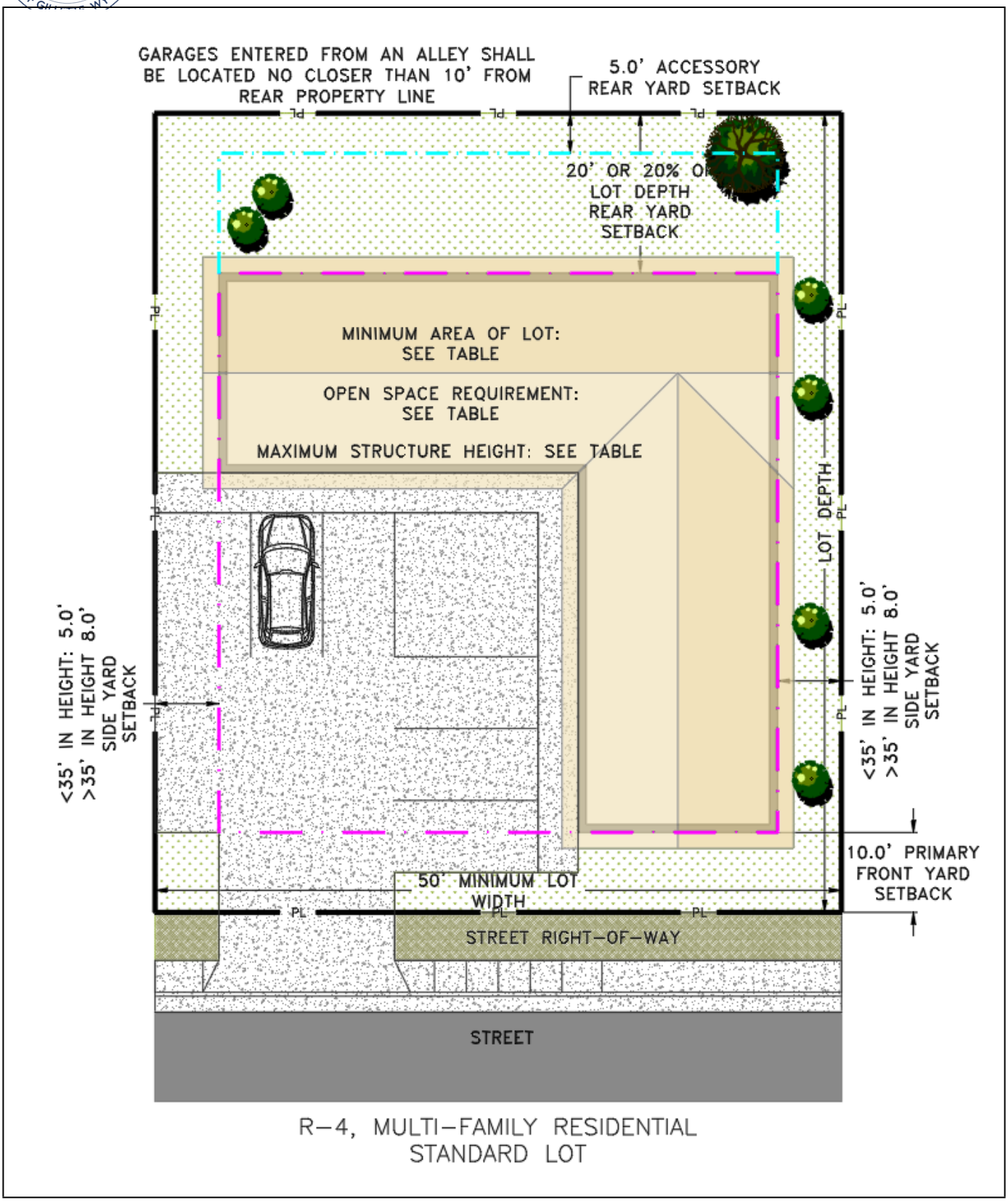
Table g. A
Building Placement in Multi-Family Residential (R-4)

Type	Primary Structure	Accessory Structure
Minimum Area of Lot	Single dwelling unit: 6,000 square feet Two-Four dwelling units: 3,000 square feet Excess of 4 dwelling units: 1,500 square feet The minimum area of a lot for townhomes is 3,000 square feet per unit. Living units in boarding/rooming houses/residence halls are not considered to be dwelling units for the purpose of this requirement	---
Minimum Width of Lot	50 feet at the front setback line	---
Front Yard Setback	10 feet For carports, the minimum front yard may be reduced to 5 feet	10 feet
Side Yard Setback	For buildings less than 35 feet in height: 5 feet For buildings 35 feet or higher in height: 8 feet When the primary entrance is located in the side yard, the side yard is increased by 5 feet	For buildings less than 35 feet in height: 5 feet For buildings 35 feet or higher in height: 8 feet
Rear Yard Setback	20 feet or 20% of the depth of the lot, whichever is smaller	5 feet A garage entered from an alley must be at least 10 feet from the alley
Maximum Height*	For buildings with 1-2 dwelling units: 35 feet For buildings in excess of 2 units within 150 feet of residential zoning districts, including street/alley rights-of-way: 50 feet For buildings in excess of 2 units more than 150 feet of residential zoning districts, including street/alley rights-of-way: 100 feet	For buildings with 1-2 dwelling units: 35 feet For buildings in excess of 2 units within 150 feet of residential zoning districts, including street/alley rights-of-way: 50 feet For buildings in excess of 2 units more than 150 feet of residential zoning districts, including street/alley rights-of-way: 100 feet
Open Space Requirement**	1 dwelling unit: 50% of lot 2 dwelling units: 750 square feet per dwelling unit 3 or more dwelling units: 500 square feet per dwelling unit Lots occupied by a boarding/rooming house must have 500 square feet of open space for each sleeping room	1 dwelling unit: 50% of lot 2 dwelling units: 750 square feet per dwelling unit 3 or more dwelling units: 500 square feet per dwelling unit Lots occupied by a boarding/rooming house must have 500 square feet of open space for each sleeping room

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height not in conflict with other regulations.

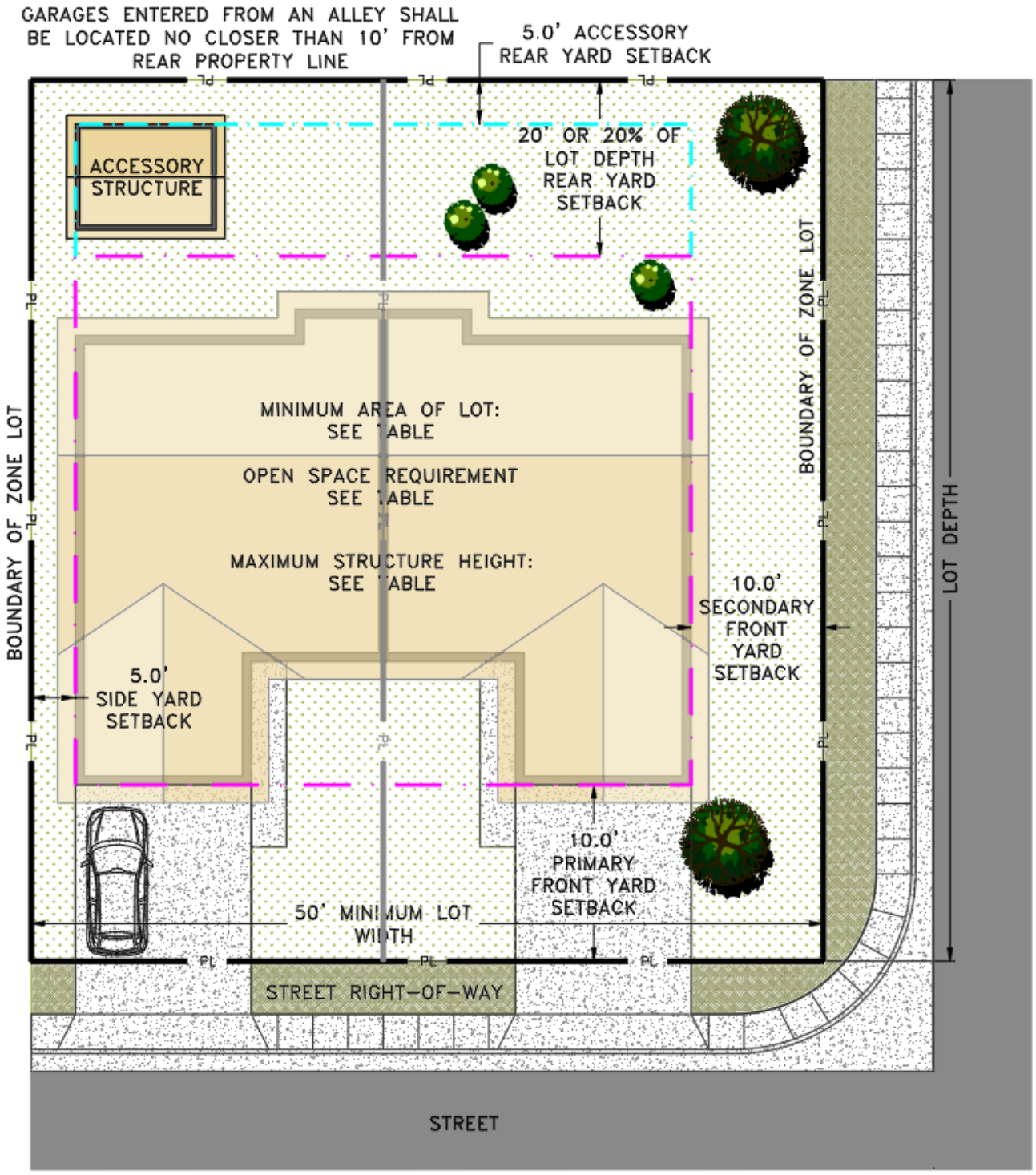
**Areas devoted to off-street parking is not counted as free and unobstructed open space.

Figure g. A
Multi-Family (R-4) Standard Lot



R-4, MULTI-FAMILY RESIDENTIAL
STANDARD LOT

Figure g. B
Multi-Family (R-4) Corner Lot



R–4, MULTI–FAMILY RESIDENTIAL
CORNER LOT

h. Mobile Home District (M-H)

This District allows for mobile/manufactured homes, located in planned mobile/manufactured home courts or parks, mobile/manufactured homes located on separate zone lots in planned mobile/manufactured home subdivisions, and single-family dwellings on separate zone lots.

Table h. A
Building Placement in Mobile Home (M-H)

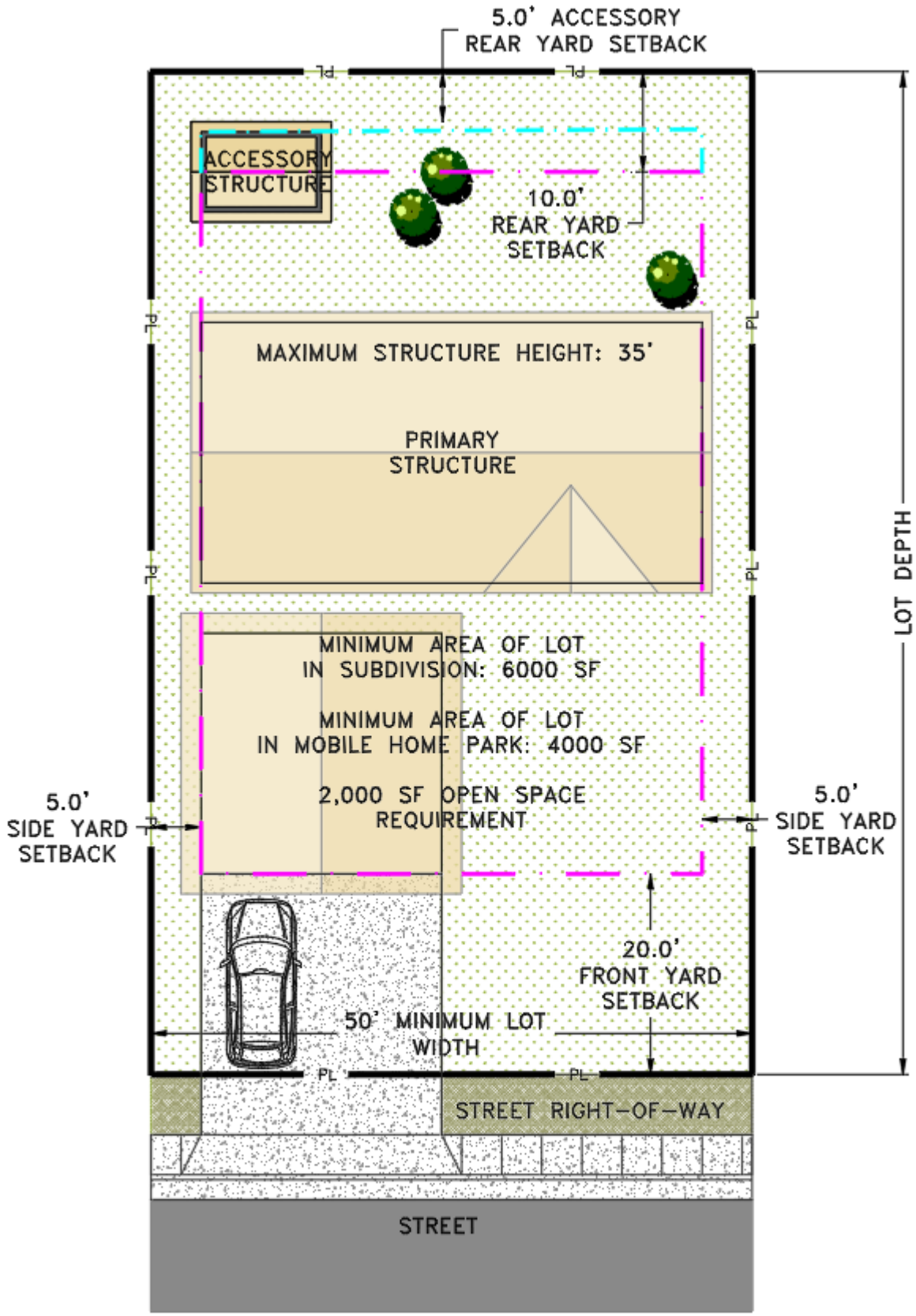
Type	Primary Structure	Accessory Structure
Minimum Area of Lot	Mobile/manufactured home in a court or park: 4,000 square feet not including public rights-of-way or private streets Mobile/manufactured home or single-family unit in a subdivision: 6,000 square feet	---
Minimum Width of Lot	50 feet at the front setback line	---
Front Yard Setback	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet For carports, the minimum front yard may be reduced to 5 feet	20 Feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet For carports, the minimum front yard may be reduced to 5 feet
Side Yard Setback	5 feet Except for the main entry side of a mobile/manufactured home: 10 feet	5 feet Except for the main entry side of a mobile/manufactured home: 10 feet
Rear Yard Setback	10 Feet	5 Feet A garage entered from the alley must maintain a minimum distance of 10 feet from the alley
Maximum Height*	35 feet	35 feet
Required Open Space**	For each mobile/manufactured home or single-family unit: 2,000 square feet	For each mobile/manufactured home or single-family unit: 2,000 square feet

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height no in conflict with other regulations.

**Areas devoted to off-street parking will not be counted as free and unobstructed open space

Figure h. A
Mobile Home (M-H) Standard Lot A

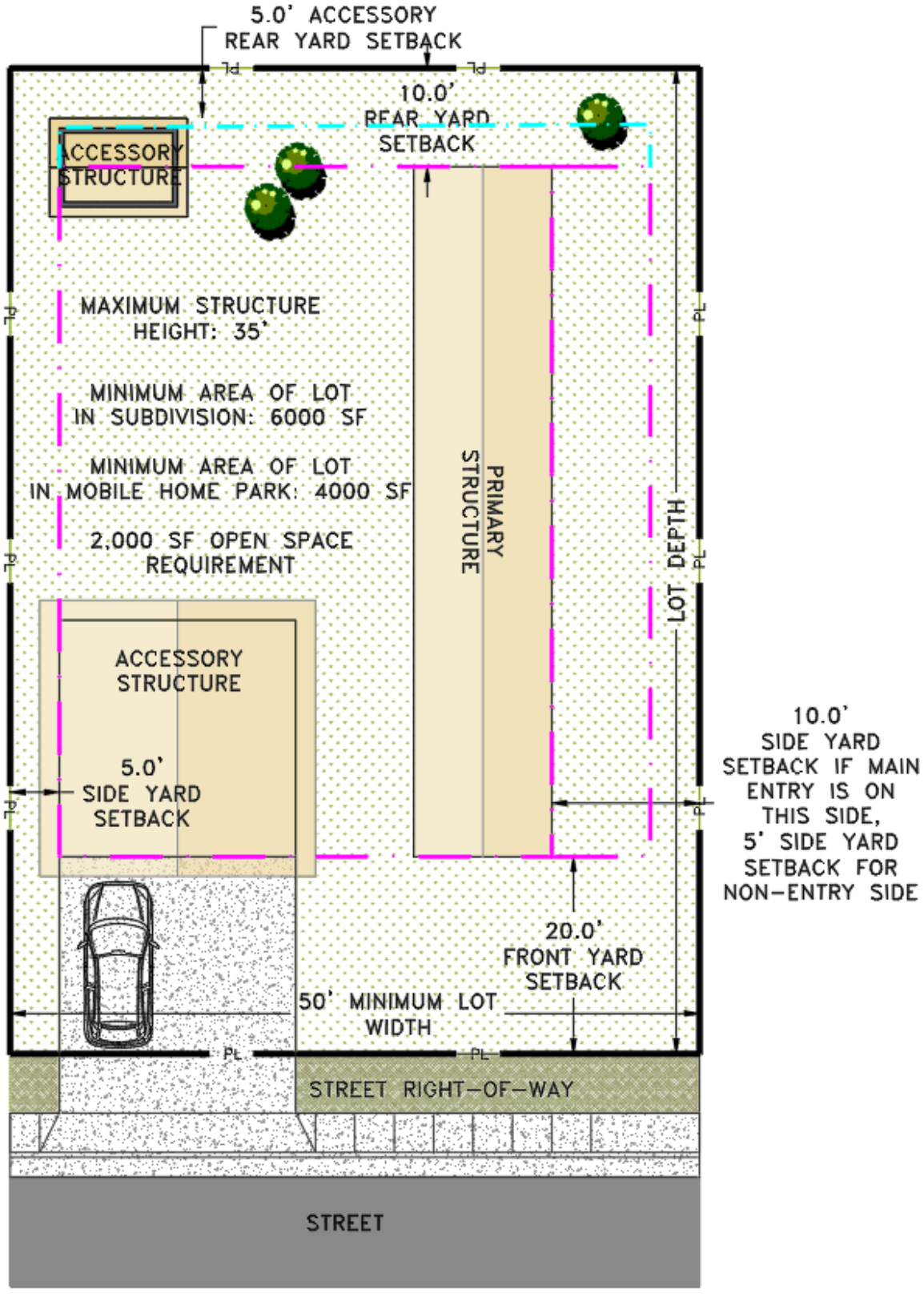
Figure h. A
Mobile Home (M-H) Standard Lot A



M-H, MOBILE HOME

Figure h. B
Mobile Home (M-H) Standard Lot B

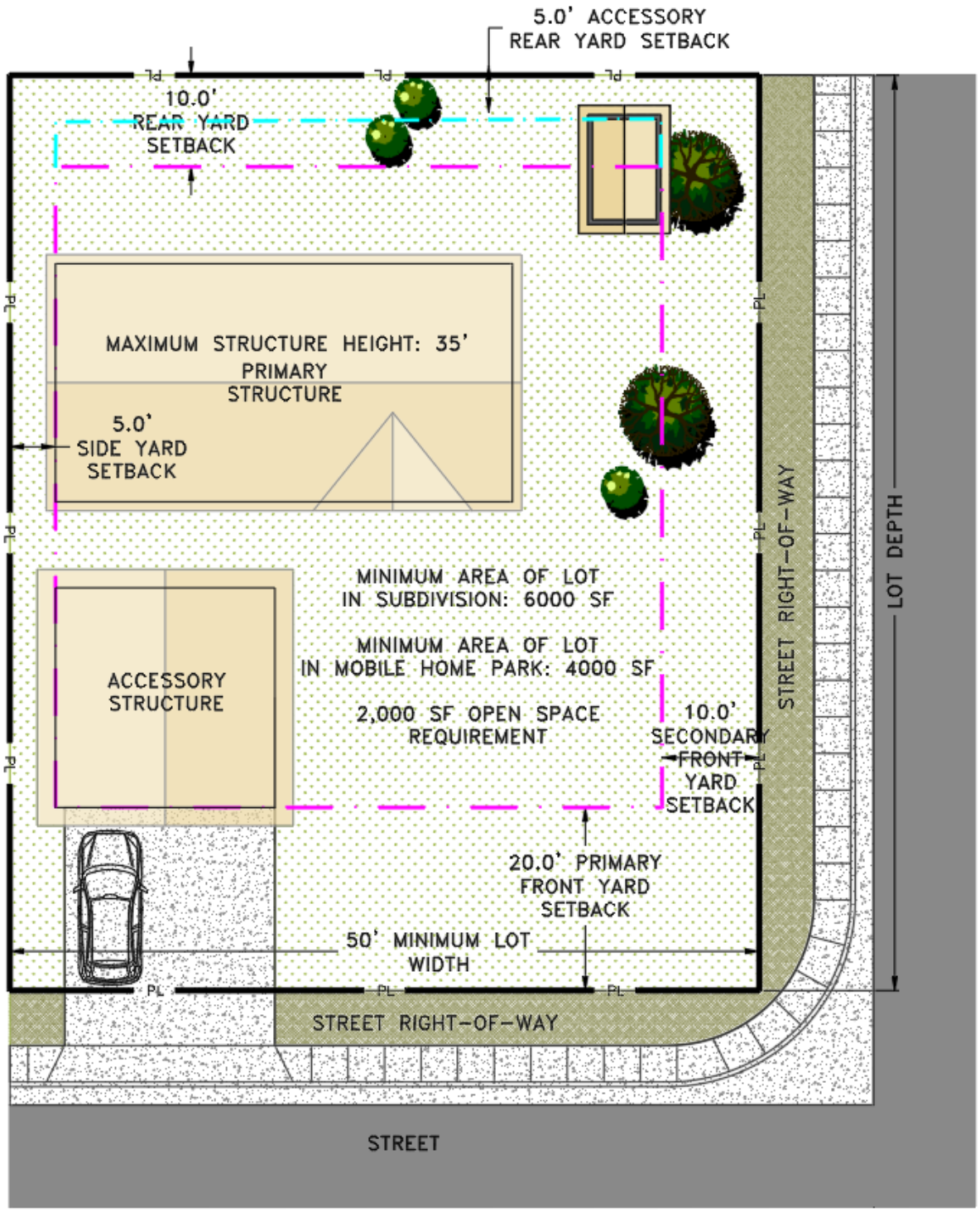
Figure h. B
Mobile Home (M-H) Standard Lot B



M-H MOBILE HOME

Figure h. C
Mobile Home (M-H) Corner Lot

Figure h. C
Mobile Home (M-H) Corner Lot



M-H, MOBILE HOME
CORNER LOT

i. Enhanced Manufactured Home District (E-MH)

This District allows for Enhanced Manufactured Homes, single-family dwellings, and uses which are compatible with and provide support to low density, single-family residential environment.

Table i. A
Building Placement in Enhanced Manufactured Home (R-M)

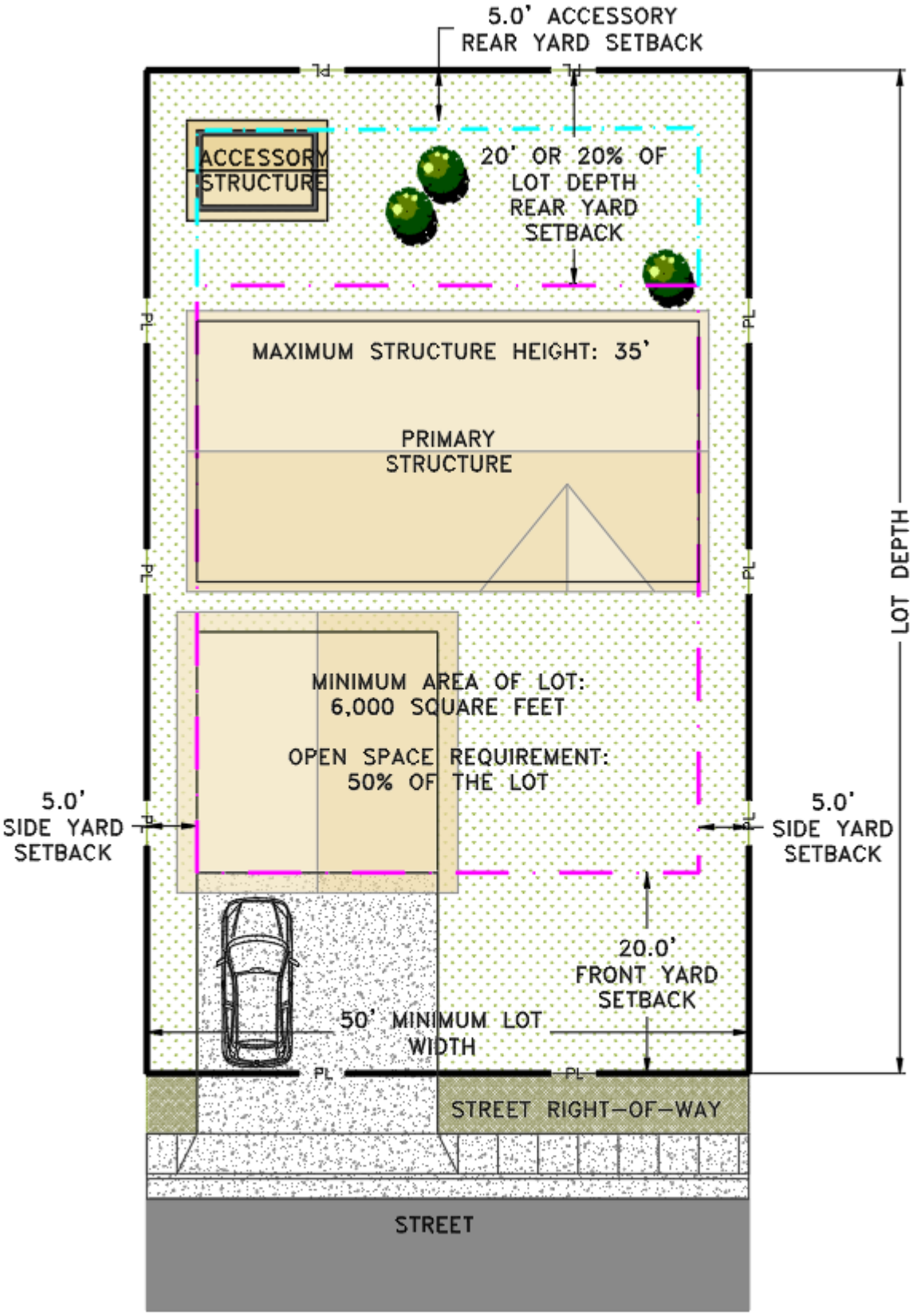
Type	Primary Structure	Accessory Structure
Minimum Area of Lot	6,000 square feet	---
Minimum Width of Lot	50 feet at the front setback line	---
Front Yard Setback	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet For carports, the front yard may be reduced to 5 feet	20 feet Except on a corner lot, any front yard not directly adjacent to the primary entrance of a main building is reduced to 10 feet For carports, the front yard may be reduced to 5 feet
Side Yard Setback	5 feet The main entry side of a mobile/manufactured home: 10 feet	5 feet The main entry side of a mobile/manufactured home: 10 feet
Rear Yard Setback	20 feet or 20% of the zone lot, which ever is smaller	5 feet A garage entered from an alley must maintain a minimum distance of 10 feet from the alley
Maximum Height*	35 feet	35 feet
Required Open Space**	50% of the lot	50% of the lot

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height no in conflict with other regulations.

**Areas devoted to off-street parking will not be counted as free and unobstructed open space

Figure i. A
Enhanced Manufactured Home (E-MH) Standard Lot A

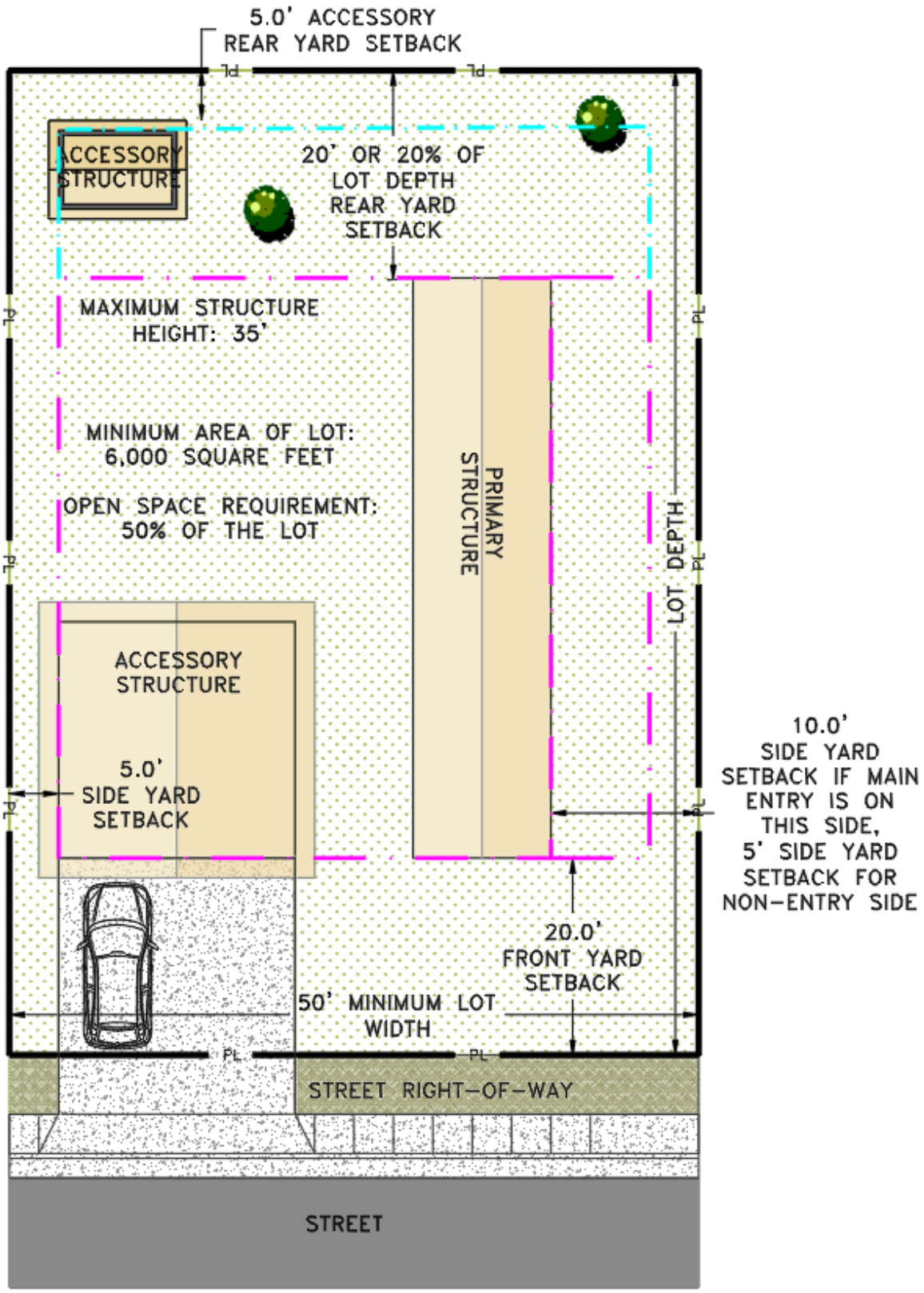
Figure i. A
Enhanced Manufactured Home (E-MH) Standard Lot A



E-MH, ENHANCED MANUFACTURED HOME

Figure i. B
Enhanced Manufactured Home (E-MH) Standard Lot B

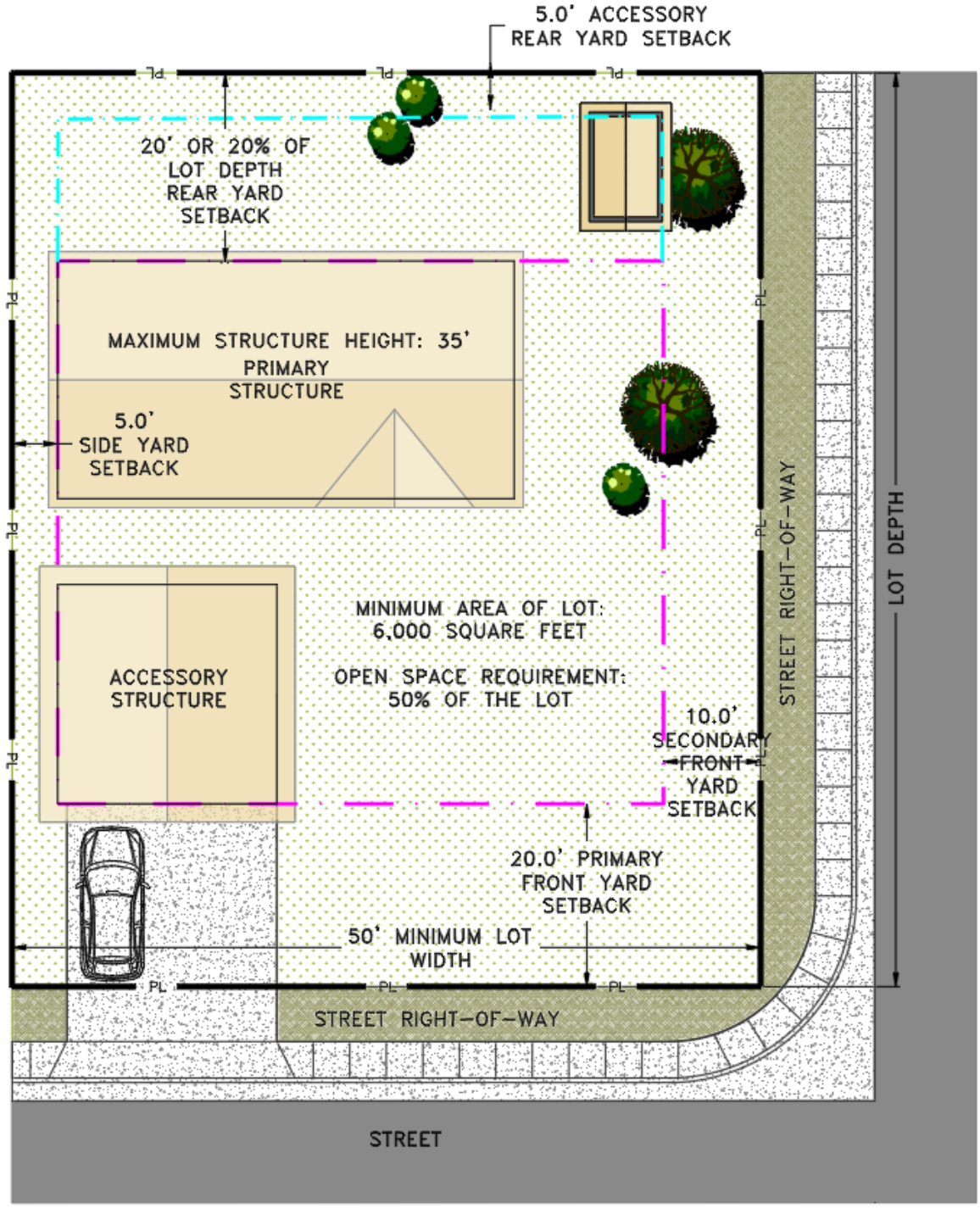
Figure i. B
Enhanced Manufactured Home (E-MH) Standard Lot B



E-MH ENHANCED MANUFACTURED HOME

Figure i. C
Enhanced Manufactured Home (E-MH) Corner Lot

Figure i. C
Enhanced Manufactured Home (E-MH) Corner Lot



E-MH ENHANCED MANUFACTURED HOME
CORNER LOT

j. Enhanced Manufactured Home Suburban Residential District (E-MH R-S)

This district allows for single-family dwellings and Enhanced Manufactured Homes where it is desirable to maintain low residential densities.

Table j. A
Building Placement in Enhanced Manufactured Home Suburban Residential District (E-MH-RS)

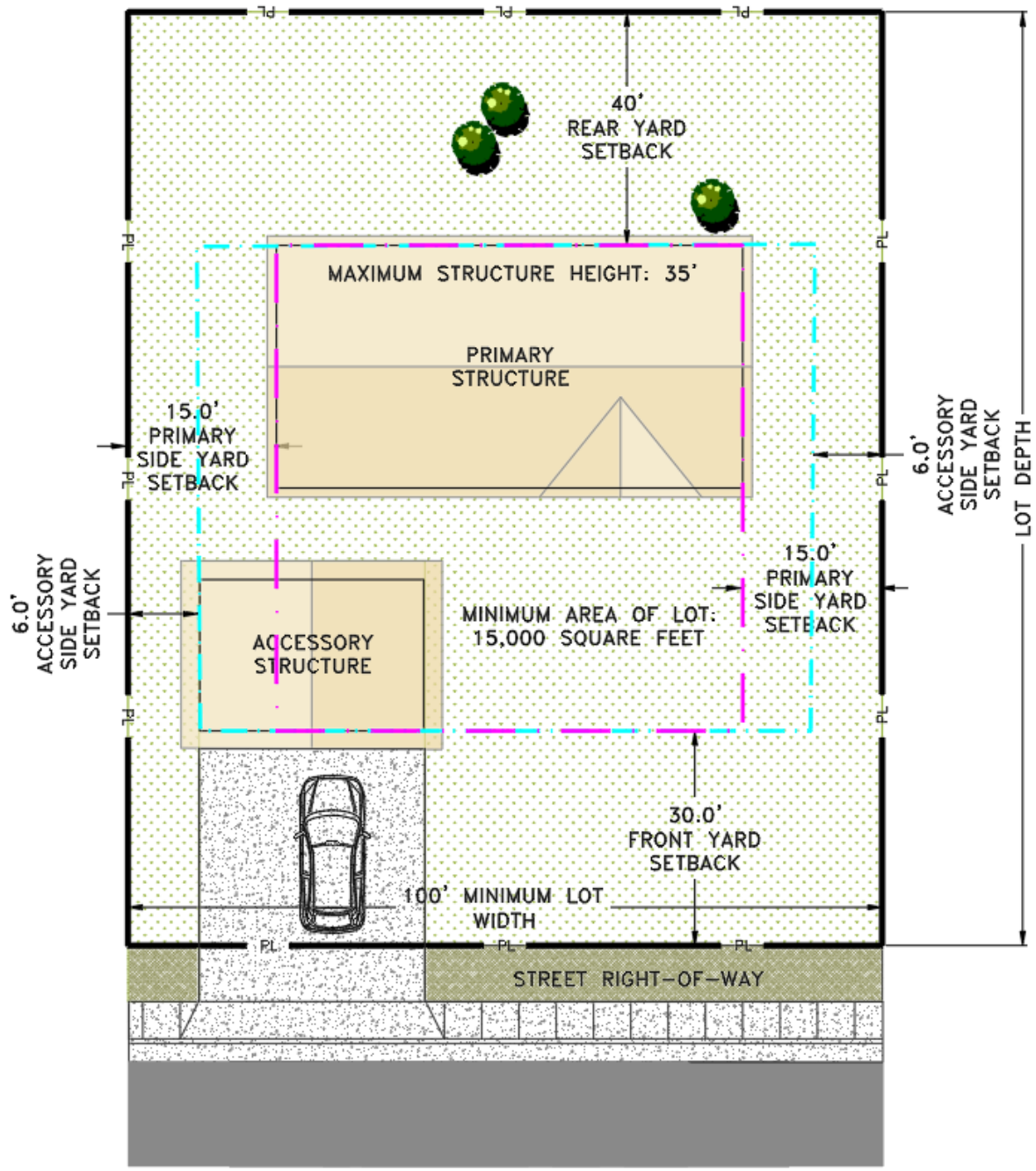
Type	Primary Structure	Accessory Structure
Minimum Area of Lot	15,000 square feet	---
Minimum Width of Lot	100 feet	---
Front Yard Setback	30 feet On a corner lot, any front yard not directly adjacent to the primary entrance of the structure may be reduced to 25 feet For carports, the front yard may be reduced to 25 feet	30 feet On a corner lot, any front yard not directly adjacent to the primary entrance of the structure may be reduced to 25 feet For carports, the front yard may be reduced to 25 feet
Side Yard Setback	15 feet	6 feet
Rear Yard Setback	40 feet	40 feet
Maximum Height*	35 feet	35 feet

*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height no in conflict with other regulations.

**Areas devoted to off-street parking will not be counted as free and unobstructed open space

Figure j. A
Enhance Manufactured Home Suburban Residential (E-MH RS) Standard Lot

Figure j. A
Enhance Manufactured Home Suburban Residential (E-MH RS) Standard Lot

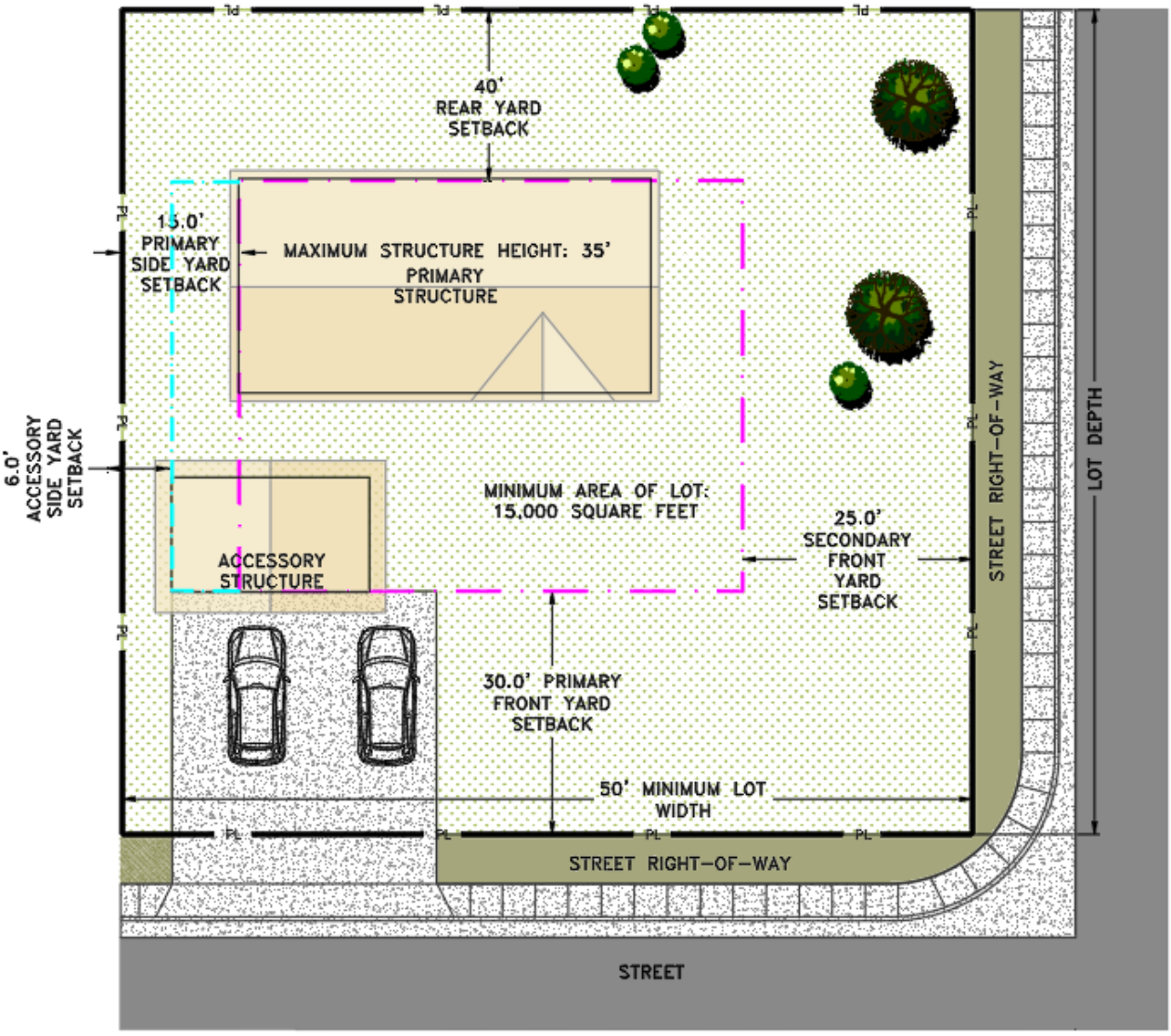


E-MH RS, ENHANCED MANUFACTURED
HOME SUBURBAN RESIDENTIAL
STANDARD LOT

ENERGY CAPITAL OF THE NATION
CITY OF GILLETTE, WYOMING

Figure j. B
Enhanced Manufactured Home Suburban Residential (E-MH RS) Corner Lot

Figure j. B
Enhanced Manufactured Home Suburban Residential (E-MH RS) Corner Lot



E-MH RS, ENHANCED MANUFACTURED HOME SUBURBAN RESIDENTIAL
CORNER LOT

k. Planned Neighborhood Business District (C-P)

This District allows for excellent vehicular access with convenient shopping goods for nearby residential and institutional areas. Since convenience shopping areas are most effective as a combination of several retail uses, a Major Commercial Site Plan will be required.

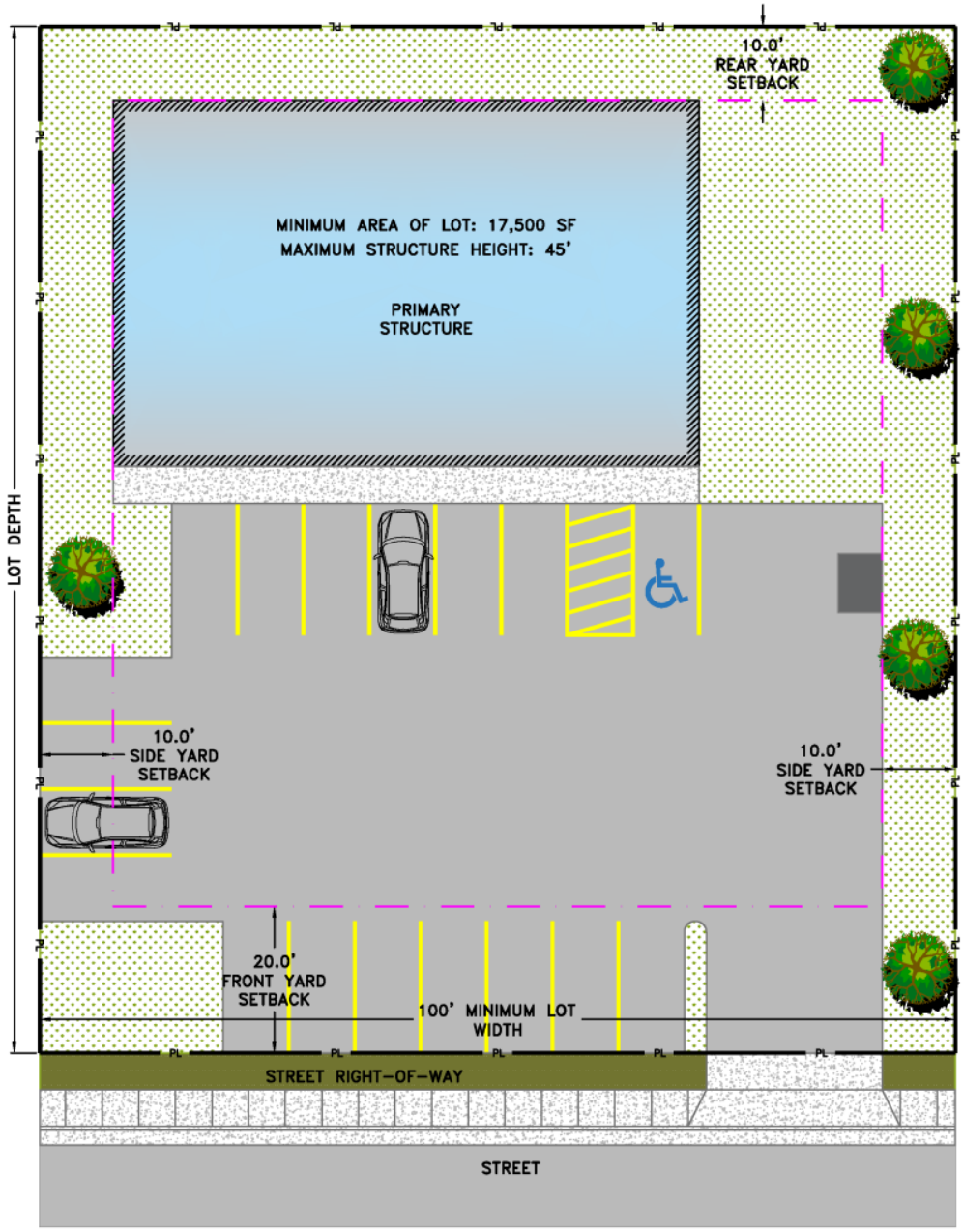
For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

Table k. A
Building Placement for Planned Neighborhood Business District (C-P)

Type	Building
Minimum Area of Lot	17500 square feet
Minimum Width of Lot	100 feet at the front setback line
Front Yard Setback	20 feet Any front yard not directly adjacent to the primary entrance may be reduced to 15 feet
Side Yard Setback	10 feet
Rear Yard Setback	10 feet
Buffer Strip	In yards adjacent to residentially zoned property, there must be a buffer area of open space of at least 10 feet into all yards
Maximum Height*	45 feet
*Permitted exceptions to maximum height: water towers, flagpoles, and antennas may be erected to any safe height not in conflict with other regulations	

Figure k. A
Neighborhood Business (C-P) Standard Lot



I. Office and Institutional (C-0)

This District allows for a compatible mixture of public, quasi-public, and private institutional and professional service uses at a moderate level of intensity, designed to be compatible with nearby residential districts.

For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

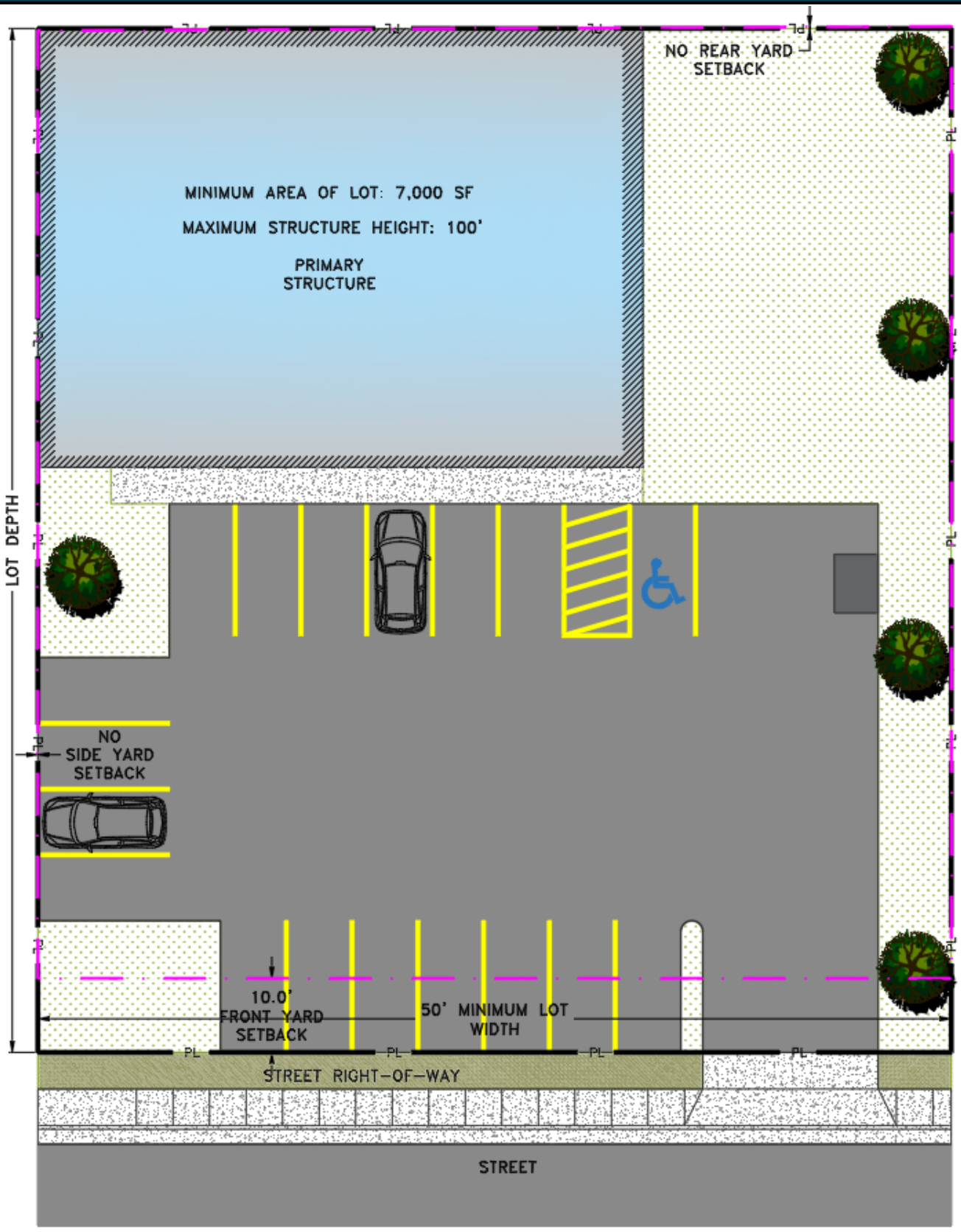
New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

Table I. A
Building Placement for Office and Institutional (C-O)

Type	Building
Minimum Area of Lot	7000 square feet
Minimum Width of Lot	50 feet at the front setback line
Front Yard Setback	10 feet On a corner lot, the 10-foot front yard will apply to both streets
Side Yard Setback	No side yard is required; except when the property adjoins residentially zoned property, then a rear yard of 5 feet must be provided
Rear Yard Setback	No rear yard is required; except when the property adjoins residentially zoned property, then a rear yard of 20 feet must be provided
Maximum Height*	Within 150 feet of a residential district: 50 feet More than 150 feet from a residential zoning district: 100 feet
*Permitted exceptions to maximum height: water towers, flagpoles, and antennas may be erected to any safe height not in conflict with other regulations	

Figure I. A
Office and Institutional (C-O) Standard Lot

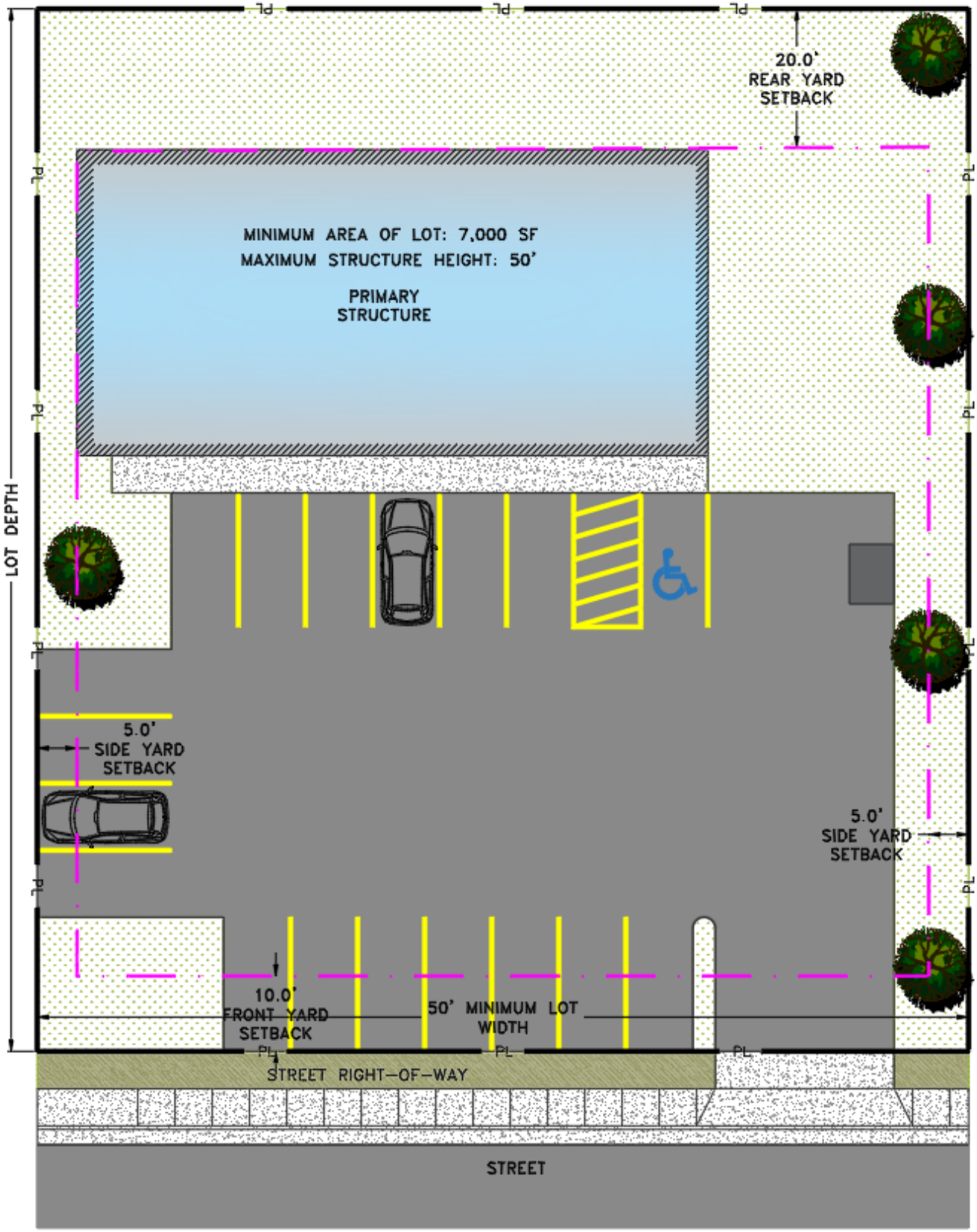
Figure I. A
Office and Institutional (C-O) Standard Lot



C-O, OFFICE AND INSTITUTIONAL STANDARD LOT

Figure I. B
Office and Institutional (C-O) Residential Adjoining

Figure I. B
Office and Institutional (C-O) Residential Adjoining



C-O, OFFICE AND INSTITUTIONAL
RESIDENTIAL ADJOINING

m. General Commercial (C-1)

This District is intended to provide locations for basic retail services and office uses in addition to those normally permitted in neighborhood convenience centers and those normally found in commercial locations. The commercial uses may be relatively large or intense in nature and need good access; their proximity and location in relation to residential districts should be carefully considered in order to avoid any adverse impacts on the residential areas.

For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

Table m. A
Building Placement in General Commercial (C-1)

Type	Building
Minimum Area of Lot	---
Minimum Width of Lot	50 feet
Front Yard Setback	20 feet Corner lots: the other front yards are viewed as side yards
Side Yard Setback	5 feet
Rear Yard Setback	15 feet
Maximum Height*	45 feet
*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height not in conflict with other regulations.	

Figure m. A
General Commercial (C-1) Standard Lot

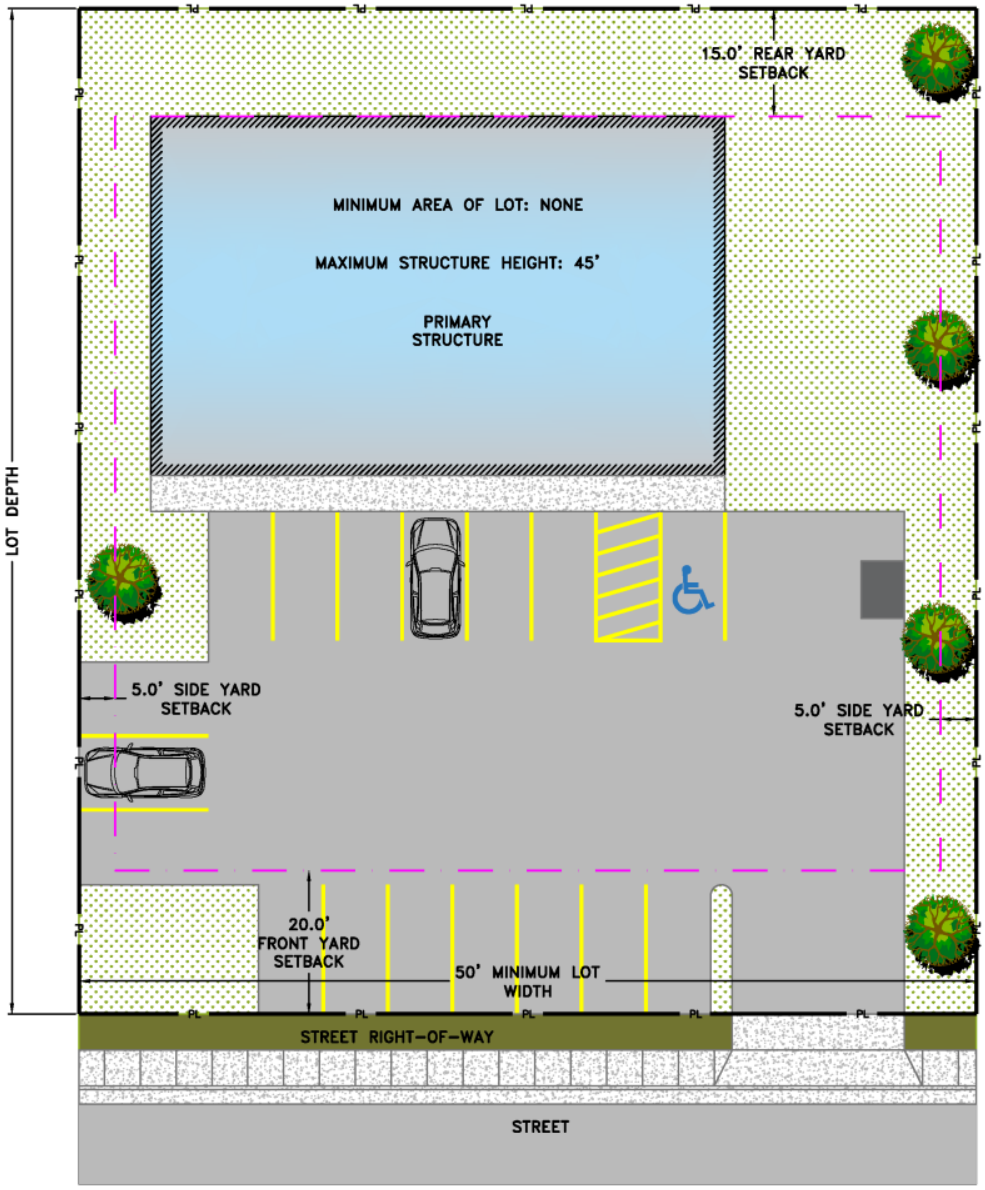
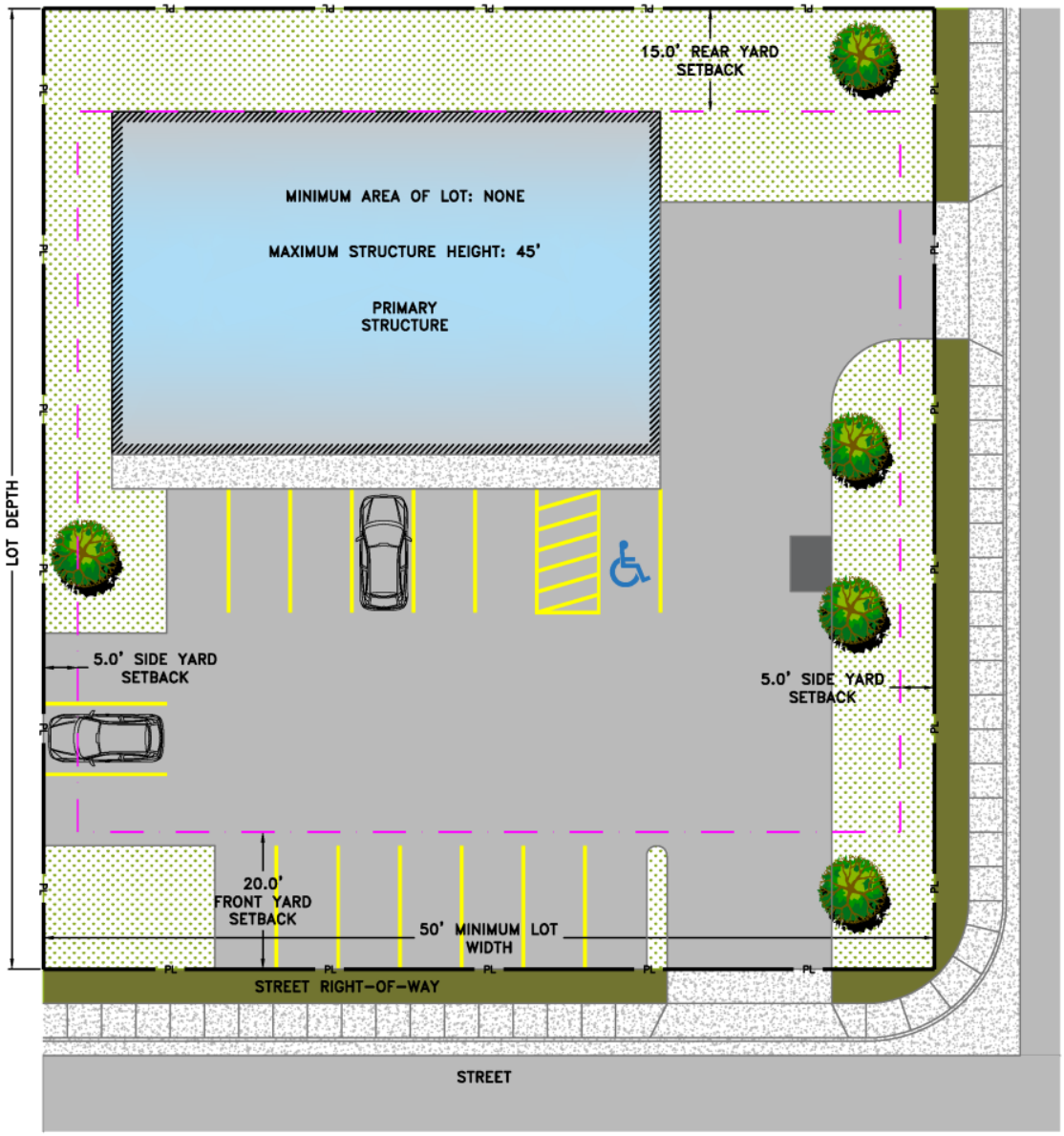


Figure m. B
General Commercial (C-1) Corner Lot



n. Central Business (C-2)

This District is intended to permit a compatible mixture of retail, commercial, institutional, and office uses necessary for a central business district, serving a major trade area larger than a segment of the community. This district is intended to be the most intensely developed of all of the business districts.

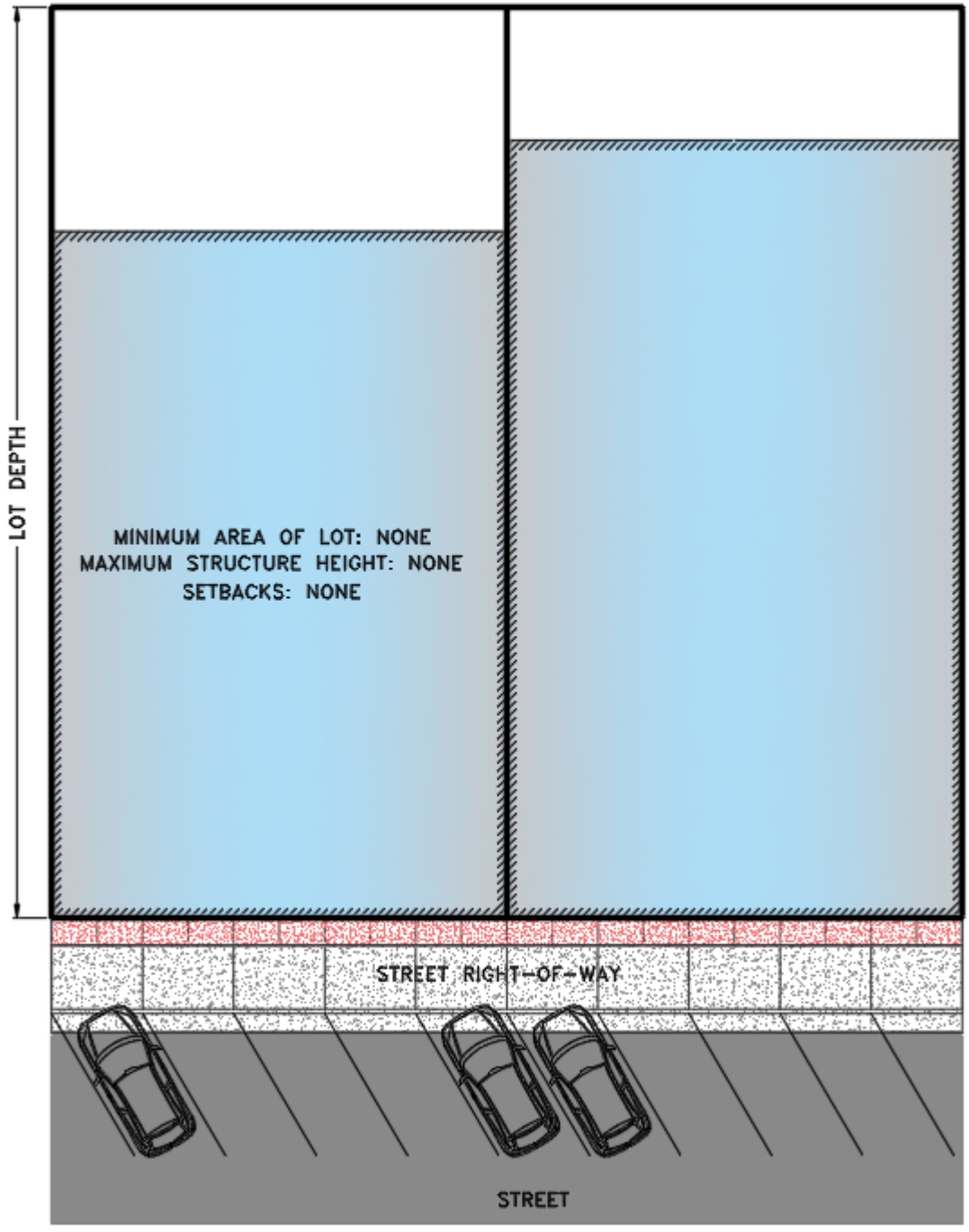
Table n. A
Building Placement in Central Business District (C-2)

Type	Building
Minimum Area of Lot	None
Minimum Width of Lot	None
Front Yard Setback	None except that all sight triangles must remain clear and open
Side Yard Setback	None except that all sight triangles must remain clear and open
Rear Yard Setback	None except that all sight triangles must remain clear and open
Maximum Height*	None
*Permitted exceptions to maximum height: church spires, church towers, water towers, flagpoles, antennas, and fire towers may be erected to any safe height not in conflict with other regulations.	

Permitted Right-of-Way Encroachments:

1. Awnings, cornices, overhangs, eves, and gutters may project over the public right-of-way, provided the projection is at least eight (8) feet above any pedestrian way, and provided the projection is no closer than eighteen (18) inches from any curb line.
2. Sandwich board signage, clothing racks, sale tables, and other temporary advertising or merchandise displays associated with the permitted use may be placed within the thirty (30) inch custom accent zone of colored concrete directly adjacent to buildings located on Gillette Avenue. All items placed in the custom accent zone must not extend onto the adjacent pedestrian way and must be removed daily by the merchant at the close of business.
3. Outdoor dining and beverage service is allowed on Gillette Avenue directly adjacent to the permitted use and extending into the public right-of-way from April 1st through October 31st of each calendar year, between the hours of 6:00 a.m. and 11:00 p.m. provided that:
    a. A lease and Sidewalk Use Agreement between the City of Gillette and the business/property owner has been completed.
    b. A Zoning Permit for the outdoor service area has been obtained by the applicant.
    c. The design of the Sidewalk Café complies with the City of Gillette Sidewalk Café Design Guidelines.

Figure n. A
Central Business (C-2) Standard Lot



C–2, CENTRAL BUSINESS
STANDARD LOT

o. Business/Service (C-3)

This District is intended to accommodate a compatible mixture of office, light industrial uses, business services, and retail uses not dependent on visual exposure to passing motorists. Uses in this district are not to create nuisance sounds, glare, dust, or odors which would interfere with nearby residential areas.

For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

1. Outdoor Storage and Waste Disposal
    - **a.** No highly flammable or explosive liquids, solids, or gases shall be stored in bulk above ground.
    - **b.** All outdoor storage of materials must be enclosed by a solid fence or structure to conceal the materials from the adjacent property unless the adjacent property is zoned as C-3, Business/Service District.
    - **c.** No wastes shall be deposited on any lot that can be removed from the lot by wind or other natural forces.
    - **d.** All materials or wastes that cause fumes or dust, constitute a fire hazard, or attract rodents or insects must be stored in closed containers.

Table o. A
Building Placement in Business/Services (C-3)

Type	Building
Minimum Area of Lot	15,000 square feet
Minimum Width of Lot	75 feet
Front Yard Setback	20 feet Corner lot: any front yard not directly adjacent to the primary entrance to a main building may be reduced to 15 feet
Side Yard Setback	5 feet Abuts residential: 15 feet on the abutting side
Rear Yard Setback	15 feet
Maximum Height*	Within 150 feet of a residential zone district: 45 feet More than 150 feet of a residential zone district: 75 feet
*Permitted exceptions to maximum height: water towers, flagpoles, and antennas may be erected to any safe height not in conflict with other regulations.	

Figure o. A
Business/Services (C-3) Standard Lot

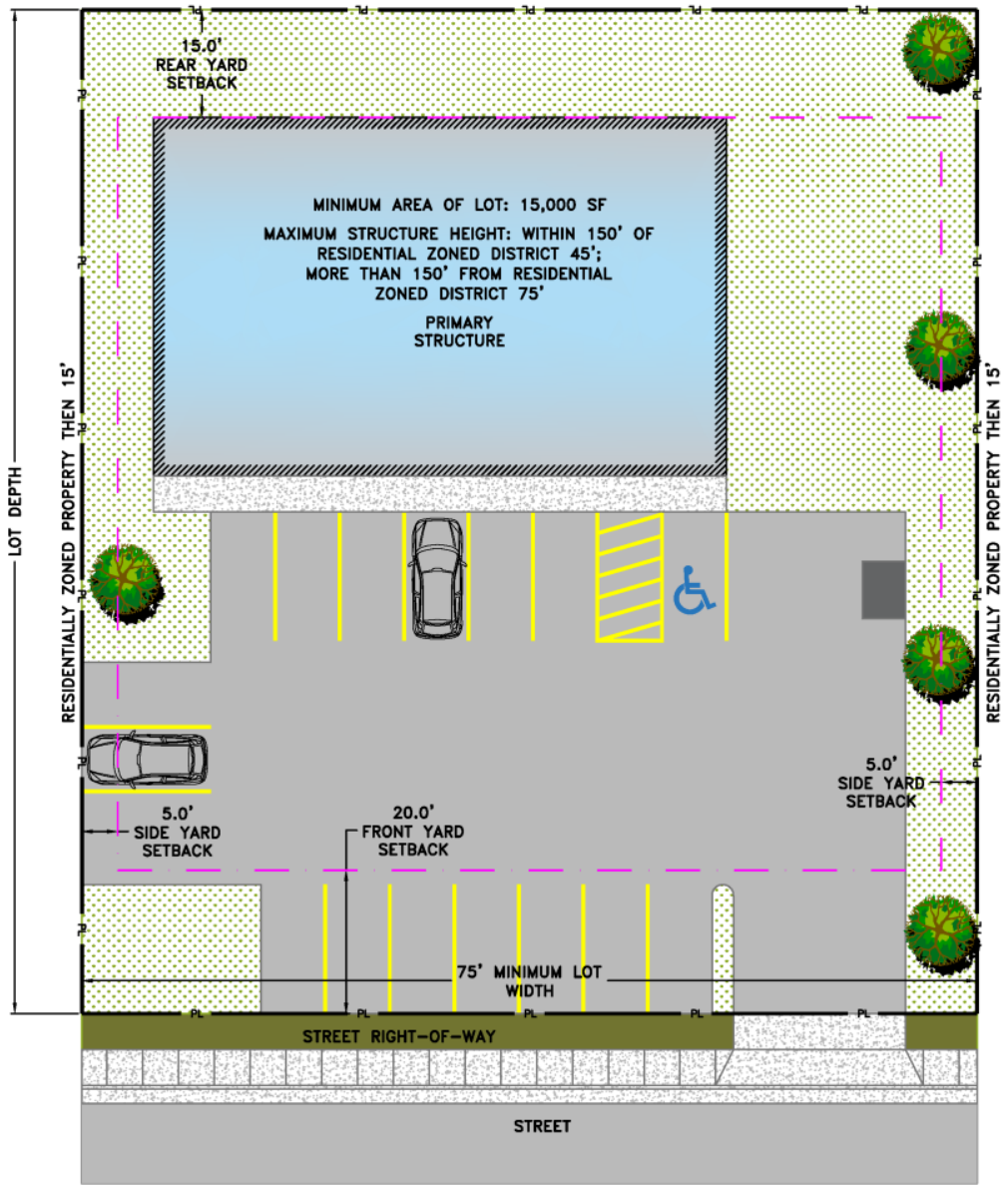
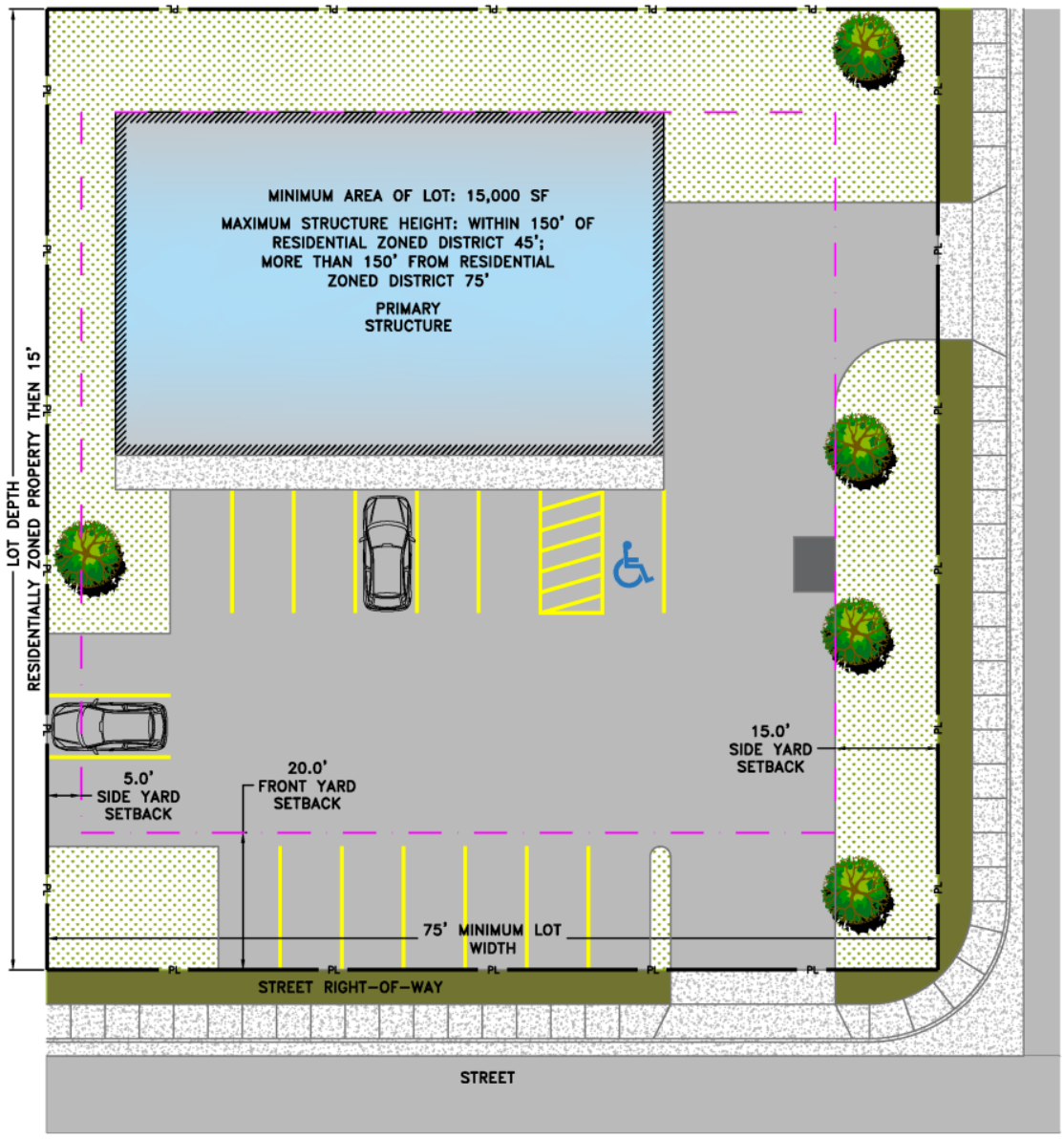


Figure o. B
Business/Services (C-3) Corner Lot



p. Light Industrial (I-1)

This District is intended to allow for a mixture of light industrial uses that do not create nuisance sounds, glare, dust, or odors.

For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

1. Outdoor Storage and Waste Disposal
    - **a.** No highly flammable or explosive liquids, solids, or gases shall be stored in bulk above ground.
    - **b.** All outdoor storage of materials must be enclosed by a solid fence or structure to conceal the materials from the adjacent property unless the adjacent property is zoned I-1, Light Industrial District or I-2, Heavy Industrial District.
    - **c.** No wastes shall be deposited on any lot that can be removed from the lot by wind or other natural forces.
    - **d.** All materials or wastes that cause fumes or dust, constitute a fire hazard, or attract rodents or insects must be stored in closed containers.

Table p. A
Building Placement in Light Industrial (I-1)

Type	Building
Minimum Area of Lot	---
Minimum Width of Lot	---
Front Yard Setback	25 feet Corner lot: any front yard not directly adjacent to the primary entrance to a main building is reduced to 15 feet
Side Yard Setback	5 feet Abuts residential: 15 feet on abutting side
Rear Yard Setback	15 feet
Maximum Height*	Within 150 feet of a residential zone district: 45 feet More than 150 feet from a residential zone district: 75 feet
*Permitted exceptions to maximum height: water towers, flagpoles, and antennas may be erected to any safe height not in conflict with other regulations.	

Figure p. A
Light Industrial (I-1) Standard Lot

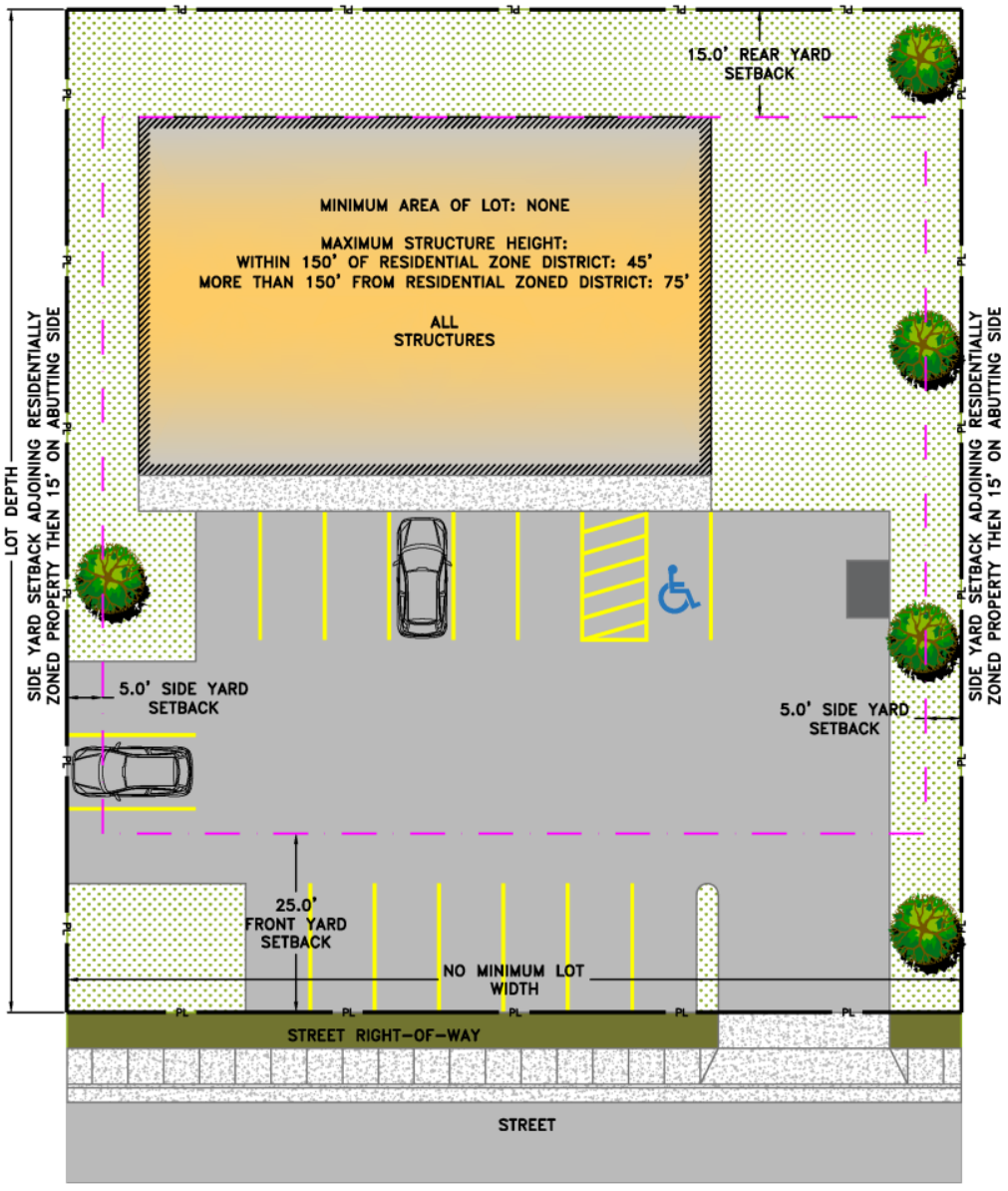
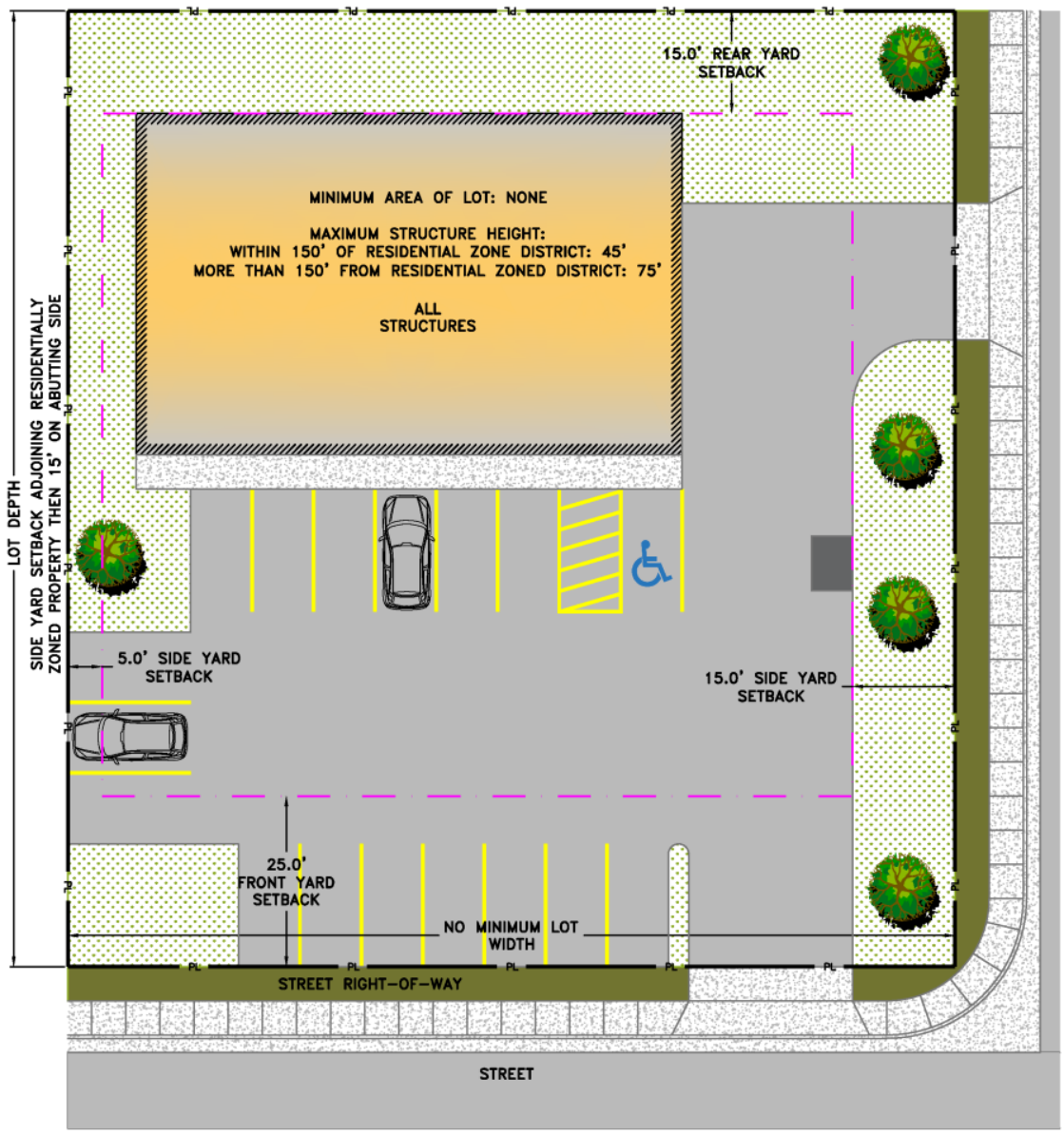


Figure p. B
Light Industrial (I-1) Corner Lot



q. Heavy Industrial (I-2)

This District allows intensive industrial uses not compatible with residential or commercial activity.

For the purposes of zoning, an existing multi-unit commercial structure can be divided into separate lots and have zero lot line between units, provided the overall structure meets the zoning requirements within the boundaries of the larger zone lot to which it was originally constructed. The subdivision of the structural units must be created through the Condominium Subdivision process.

New multi-unit commercial structures which have separate units which span multiple lots must establish an overall outer boundary to which the zoning requirements of this section apply. The subdivision of the structural units must be created through the Condominium Subdivision process.

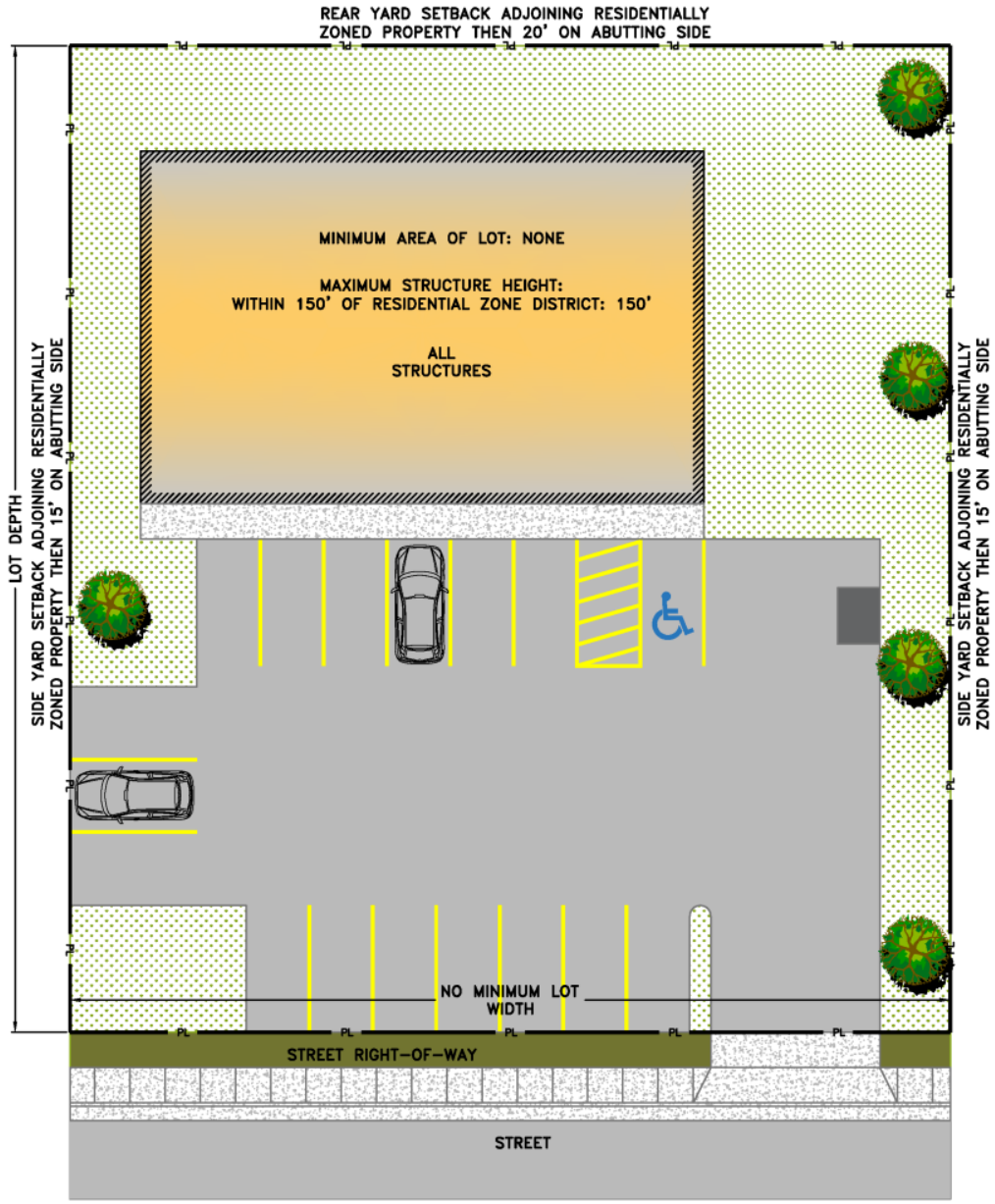
1. Junk yards, auto wrecking yards, or salvage yards are subject to the following conditions:
    a. Must be located on a tract of land at least three hundred (300) feet from a residential zoning district.
    b. The operation must be conducted wholly within a non-combustible building or within an area completely surrounded on all sides by a solid fence, wall, or hedge at least six (6) feet high. The fence, wall, or hedge must be of uniform height, texture, and color and must be maintained by the proprietor as to ensure maximum safety to the public and preserve the general welfare of the neighborhood. The fence, wall, or hedge must be installed in such a manner as to retain all scrap, junk, or other material within the yard.
    c. No junk shall be loaded, unloaded, or otherwise placed either temporarily or permanently outside the enclosed building, hedge, fence or wall, or within the public right-of-way.
    d. Burning of paper, trash, junk, or other waste materials can be permitted only after approval of the Fire Department. Burning, when permitted, will be done during daylight hours only.
2. Outdoor Storage and Waste Disposal
    a. Fuel and flammable liquids stored above ground and in storage tanks of three hundred (300) gallons or more must be diked to prevent the complete escape of liquid in the event of a rupture of the storage tank; such storage tanks must be at least fifty (50) feet from any building and fifty (50) feet from the boundary lines of the lot.
    b. No materials or wastes shall be deposited upon the lot in such a manner that they may be carried off the lot by natural forces or causes.
    c. All materials or wastes which might cause fumes or dust, which constitute a fire hazard, or which might be attractive to rodents or insects, must be stored in closed containers.

Table q. A
Building Placement in Heavy Industrial (I-1)

Type	Building
Minimum Area of Lot	---
Minimum Width of Lot	---
Front Yard Setback	--- All sight triangles must be preserved
Side Yard Setback	--- Abuts residential: 15 feet on the abutting side
Rear Yard Setback	--- Abuts residential: 20 feet

Maximum Height*	--- Within 150 feet of a residential zone district: 150 feet
*Permitted exceptions to maximum height: water towers, flagpoles, and antennas may be erected to any safe height not in conflict with other regulations.	

Figure q. A
Heavy Industrial (I-2) Standard Lot



r. Fences, Walls, and Retaining Walls

1. **General**
    a. Any fence, wall or retaining wall over four (4) feet in height can be erected only after application to and approval of a permit by the Zoning Administrator.
    b. In the case of a fence erected on top of a retaining wall, the maximum height will apply to the total of the combined structure.
    c. Fences, walls, retaining walls, or any other items that may interfere in the operation of a fire hydrant will not be permitted within five (5) feet or less of any fire hydrants.
2. **Sight Triangle**
    a. Sight triangles must remain clear and unobstructed as per the City of Gillette Engineering Division. Any obstruction may be required to be removed at the request of the Development Services Division.
3. **Residential Fencing Requirements:** R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH and E-MH RS Districts
    a. Fences, walls, and retaining walls may be erected to a maximum height of four (4) feet in the front yard and to a maximum height of six and one-half (6 1/2) feet on the side and rear yards.
    b. Fences, walls, and retaining walls on corner lots can be constructed up to six and one-half (6 1/2) feet in height in the secondary front yard. At the intersection of the secondary front yard setback and front yard setback the fence must be reduced to four (4) feet in height.
    c. Fences can be constructed in the City of Gillette Right-of-Way to within one (1) foot of sidewalk; sight triangles must be maintained. A Right-of-Way Encroachment Agreement is required with the standard fence permit.
    d. Fences can be constructed across and within platted utility easements upon submission of a signed a Utility Easement Encroachment Agreement. Fences can be constructed in a drainage easement upon approval of the City Engineer and the completion of a Utility Easement Encroachment Agreement. Fences constructed in a drainage easement must be constructed to allow surface flow under the fence.
    e. No barbed wire or electrically charged fences will be permitted; except that for essential public facilities, barbed wire will be permitted, provided it at least six (6) feet above ground level.
4. **Commercial and Industrial Fencing Requirements:** C-P, C-O, C-1, C-2, C-3, I-1, and I-2 Districts
    a. Fences, walls, and retaining walls can be erected to a height of seven (7) feet on any yard, with the following provisions:
        1) In sight triangles, only open mesh fences are allowed.
        2) In the case of a barbed wire erected on top of a fence or retaining wall, the maximum height will apply to the total of the combined structure.
        3) Height requirements for scenery, backdrops, or other solid structures used solely for professional photography must not exceed a maximum of twelve (12) feet in height within any rear yard.
    b. Open mesh fences of any height may be erected on lots containing schools, public parks, playgrounds or other public facilities. Solid fences of no more than ten (10) feet in height may be erected for screening or wind protection purposes at such facilities with specific approval of the Zoning Administrator; such fences must meet all design and construction requirements specified in the Building Codes and sight triangle requirements.

c. Fences can be constructed in the City of Gillette Right-of-Way to within one (1) foot of sidewalk; sight triangles must be maintained. A Right-of-Way Encroachment Agreement is required with the standard fence permit.

d. Fences can be constructed across and within platted utility easements upon submission of a signed a Utility Easement Encroachment Agreement. Fences can be constructed in a drainage easement upon approval of the City Engineer and the completion of a Utility Easement Encroachment Agreement. Fences constructed in a drainage easement must be constructed to allow surface flow under the fence.

5. **Agricultural District Requirements**: Ag District
   a. Fences, walls, and retaining walls can be erected to a height of six and one-half (6 1/2) feet on any yard, with the following provisions:
      1) In sight triangles, only open mesh fences are allowed.
      2) Barbed wire and electric fences are allowed for the purposes of retaining livestock.

s. Home Occupations

Home Occupations are permitted in all residential districts, provided all of the following conditions are met. Residents must apply for a Home Occupation Permit to utilize their home for their business and must address how each of the following conditions will be met for their particular property in their permit.

1. Such use must be conducted entirely within the permitted dwelling unit or legally complying accessory structure(s) and carried out by the inhabitants living there and no others.
2. Such use must be clearly incidental and secondary to the use of the property for dwelling purposes and must not change the residential character of the property.
3. The total area used for such purposes shall not exceed twenty (20%) percent of the combined gross floor area of a single-family dwelling and legally complying accessory structure(s), or twenty (20%) percent of the gross floor area of the user's dwelling unit in a multiple family dwelling.
4. There shall be no exterior storage on the premises of materials or equipment used as part of the home occupation.
5. There shall be no nuisance noise, vibration, smoke, dust, odors, heat, glare, or electrical interference noticeable at or beyond the property line.
6. A home occupation must provide one (1) additional off-street parking space.
7. A sign, no larger than two (2) square feet in size, identifying the home occupation may be permitted, provided the sign is flush mounted to the residence and does not alter the residential character of the home.
8. Delivery of products to the home for business purposes shall not occur more frequently than two (2) times a week. Delivery by trucks or vehicles not ordinarily utilized for residential deliveries is prohibited.
9. No mechanical equipment other than that ordinarily utilized within a dwelling unit for household or hobby purposes are permitted.
10. The operation of the home occupation must not cause or encourage excess vehicular or pedestrian traffic except under the following conditions.
    a. Public access to the home occupation shall be by invitation only and there can be no more than one (1) vehicle not owned by the occupant(s) on or adjacent to the property for business purposes except that appointments may overlap for a time period of no more than thirty (30) minutes.

11. If the home occupation is the type in which classes are held or instructions given, there can be no more than four (4) students on the premises at any one time.
12. Any occupation requiring a State or Federal License requires a copy of the license be submitted to the Planning Division prior to obtaining a permit.
13. Changes to the use or function of the Home Occupation requires the applicant resubmit for a Home Occupation Permit.
14. If neighborhood complaints are received regarding the Home Occupation, the business will be investigated and the Home Occupation Permit may be revoked.
15. The following businesses shall not be allowed as home occupations:
    a. Auto body or mechanical repair, to include any modification, assembly, or painting of motor vehicles and repair of internal combustion engines;
    b. Massage parlors/technician;
    c. Animal grooming salons and boarding kennels;
    d. Body piercing/body art/tattoo art;
    e. Bitcoin mining;
    f. Commercial ammunition manufacturing.

t. Child Day Cares

The Child Day Care section applies to Family Child Care Homes (FCCH), Family Child Care Center (FCCC), Child Care Centers (CCC), and similar pre-school facilities. This Section also applies to churches who wish to operate a Child Care Center (CCC).

1. All in-home day care activities are secondary to the permitted use of the property, must be licensed by the State of Wyoming, and must have been issued an approved Day Care permit prior to commencing operations. Child Care facilities will not be permitted in any apartment complexes or accessory buildings.
2. If the applicant is renting the residential property where the day care is to be operated, (renting to own, etc.) written permission by the property owner must be obtained before a permit is issued. In the event a property owner rejects his/her permission for the day care, the issued permit will no longer be valid.
3. The following standards must be met to receive and retain a Day Care permit:
    a. All outside play areas must be fenced in a manner adequate to contain children according to Section r. Fences, Walls, and Retaining Walls.
    b. The facility must not alter the exterior residential character of the home it occupies.
    c. Children must not play outside before 8:00 a.m. or after 8:00 p.m., or dark, whichever occurs earliest.
    d. One additional paved, off-street parking space is required for each staff member who is not a resident of the home. All childcare centers must provide adequate off-street provisions for loading and unloading children.
    e. No signage will be permitted in residential zoning districts. All childcare facilities located within a commercial zoning district must follow the signage rules and regulations for the specific zoning district as required in Section 8. Signs.
4. Family Child Care Homes, Family Child Care Centers, Child Care Centers, and similar pre-school facilities are not allowed in Agricultural District, C-3, Business/Service District, or Industrial Zoning Districts.
5. Any Child Care Center located within any commercial zoning district (C-P, C-O, C-1, C-2) must be in compliance or come up to compliance with the currently adopted Building Code.

6. Family Child Care Centers and Child Care Centers in residential zoning districts (R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS) must complete the following:
    a. Apply for a Family Child Care Center or Child Care Center permit that includes the following:
        1) Name and address of the applicant.
        2) A statement which attests that the applicant is the owner of the property or a statement from the property owner giving permission to apply for the permit.
        3) Legal description of the property.
        4) Number of parking spaces available on the property.
        5) Intended hours of operation.
        6) Number of employees which the applicant plans to hire.
    b. The Zoning Administrator will review the application for completeness and will notify by first class mail, all residents living within one hundred and forty (140) feet of the petitioner's property, not counting intervening streets and alleys.
    c. Notified residents will have fifteen (15) days from the date of receipt of mail to respond in writing with comments to the Zoning Administrator.
        1) If the owners of twenty (20%) percent or more of the area of the lots included immediately adjacent within a distance of one hundred forty (140) feet (the rights-of-way not included) respond as opposed, the permit application will go before the Planning Commission and follow standard public hearing notification procedures. If less than 20% of the residents are opposed, the Zoning Administrator will approve the permit.
    d. In the event of a formal protest to granting the proposed permit signed by twenty (20%) percent of the residents of the properties within one hundred and forty (140) feet of the applicant's property, the Planning Commission shall not grant the approval of the permit except by affirmative vote of three-fourths (3/4) of all members of the Planning Commission.
    e. An appeal of the Planning Commission decision to the City Council from more than twenty (20%) percent of the surrounding property owners or the applicant will be filed, in writing, within ten (10) days of the Planning Commission Meeting. The Council will review the record of the case within thirty (30) days and uphold, reverse, or modify the decision of the Planning Commission.
    f. All permits issued under this section, whether administratively or by action of the Planning Commission or City Council shall not be valid until all appeals, and periods in which an appeal may be filed, are final and concluded.
    g. The City of Gillette reserves the right to review the continuance of any permit issued under this section upon receipt of complaints regarding the facility and its impacts on the surrounding residential neighborhood or a lack of proper licensure through the State.

u. Recreational Vehicle (RV) Park Standards

A commercial site plan approved by the Planning Commission will be required for all new RV parks and for expansions of existing RV Facilities. For expansions, the plan must include the entire proposed site and existing facilities. The following development standards will apply for Recreational Vehicle Parks:

1. Minimum Park Size: Three (3) acres
2. Minimum Width of Zone Lot: One hundred and fifty (150) feet at the front setback line.

3. Minimum Yards for Structures and Recreational Vehicles: There must be a minimum of twenty (20) feet for the front yard, side yards and rear yard. Buffer yards are required as per SECTION 4. Landscaping and Screening.
4. Unit Spaces:
    a. RV Spaces must meet the following minimum requirements:
        1) Minimum must be twenty-five (25) feet;
        2) Twenty (20%) percent of the total number of spaces must be a minimum of 1,375 square feet;
        3) Ten (10%) percent of the total number of spaces must be a minimum 1,625 square feet;
        4) Remaining spaces must be at least nine hundred (900) square feet.
    b. Accessory, commercial uses must not exceed five (5%) percent of gross park area.
    c. Common Recreational Area: An adequate playground or other recreational area must be provided.
    d. Service Building(s): Each park must provide one (1) or more service buildings providing the following:

Table u. A
Service Building Requirements

Number of Unit Spaces	Toilets Men/Women	Urinals Men	Sinks Men/Women	Showers Men/Women	Other Fixtures
1-15	1/2	2	2/2	2/2	Minimum of 1 slop sink
16-30	2/3	3	3/3	2/2	
31-45	3/4	3	4/4	3/4	
46-60	4/5	4	5/5	3/5	
61-80	4/6	4	5/5	5/6	
For parks with more than 80 unit spaces, additional facilities must be provided as follows: Men's toilets, urinals, sinks and showers: 1 of each per each 20 additional unit spaces. Women's toilets, sinks and showers: 1 of each per each additional 15 unit spaces.					

4. Water Supply: A potable water supply must be available, not farther than one hundred (100) feet from any unit space.
5. Refuse Disposal: Durable, water-tight refuse containers must be provided at sanitary waste stations, service buildings, and within one hundred and fifty (150) feet of any unit space.
6. Sanitary Waste Stations: Parks not equipped with individual sewer connections require sanitary waste stations. Parks with 1-100 unit spaces must provide one (1) station. Parks exceeding 100 spaces require one (1) additional station per one hundred (100) unit spaces. A means for washing down the immediate area of the station must be provided.
7. Parking: A minimum of one (1) parking space must be provided at each unit space. Parking spaces and RV pads must be surfaced with gravel.
8. Streets: All streets must be constructed with an all-weather surface of asphalt or concrete. The following minimum widths are required.
    e. One way, with no on-street parking: Twelve (12) feet
    f. One way, with on-street parking (one side): Twenty (20) feet
    g. Two way, with no on-street parking: Twenty (20) feet
    h. Two way, with on-street parking: Twenty-Eight (28) feet

9. Appeals: If the developer contends that the conditions of approval attached by the Planning Commission are of such a nature as to make development of the land impractical, or if the developer contends that disapproval of the commercial site plan was a wrongful decision, they may request a hearing before the City Council. The request must be submitted in writing to the Zoning Administrator within thirty (30) days of the action or decision appealed from and must state the specific relief sought. Within thirty (30) days of the receipt of such a request, the City Council will hold a hearing to determine the final outcome. The Council will either affirm or modify the decision of the Commission and note the decision in the record of the hearing. The decision will be binding upon all agencies and administrative personnel of the City of Gillette.
10. Recreational Vehicle Park Commercial Site Plans approved by the Planning Commission shall be binding upon the owner or owners of the land included in the plan, and all permits and certificates will be issued in accordance with the approved plan.

SECTION 4. LANDSCAPING AND SCREENING

Contents:

a. Purpose
b. Applicability, Review, and Exemptions
c. Landscape Requirements
d. Maintenance Requirements
e. Installation Financial Security and Agreement
f. Landscape Plan Requirements

a. Purpose

This Section is intended to improve the appearance and design quality of the City, buffer incompatible land uses, improve the quality of site planning, improve storm water management, increase the value of properties, and improve the quality of life for citizens of Gillette.

b. Applicability, Review, and Exemptions

1. **Applicability**
   a. This Section applies to new commercial developments, additions, Planned Unit Developments (PUDs), and zoning districts except one or two-family residential developments.
   b. Cumulative additions of fifty (50%) percent or greater of structures and/or impermeable surface must meet the requirements of this Section. Cumulative additions less than fifty (50%) percent of structures and/or impermeable surface, must meet the corresponding percentage of the landscaped area that would otherwise be required for the development.
2. **Review**
   a. All applications for industrial and commercial building permits must include a Landscape Plan approved by the Planning Division before a permit is issued. Certificates of Occupancy will not be issued unless the proposed landscaping is complete. The installation of landscape may be deferred based on the of timing of project completion, if a bond or other appropriate financial security is provided in an amount sufficient to assure installation of landscape and screening, in accordance with Section 4.e.
   b. Application type, review, and approval are set forth in the Table "A" below.

Table b. A		
Application	**Review Role**	**Approval**
All building plans, commercial and residential as specified in b.1.	Public Works Director, or their designee	Public Works Director or designee
Any Multi-Family Residential Unit with 10 units within one structure on the same zone lot.	Public Works Director, or their designee, who will make a recommendation to the Planning Commission	Planning Commission
Construction of two or more buildings on the same zone lot and/or commercial development with a gross floor area of 25,000 square feet or greater in one main building on the same zone lot.	Public Works Director, or their designee, who will make a recommendation to the Planning Commission	Planning Commission
Denial of application		Any denial may be appealed to the Board of Adjustment

3. **Exceptions to Landscaping Requirements**
   - **a.** One or two-family residential development.
   - **b.** A casualty loss reconstruction or replacement of a lawfully existing use or structure.
   - **c.** Remodeling or improvements to existing uses or structures that does not substantially change the location of structures or other site improvements.
   - **d.** Development sites without public water service.
   - **e.** Development that does not have adequate space for landscaping.
   - **f.** Development in the C-2, Central Business District.

c. Landscape Requirements

1. **Landscaping and Maintenance of Public Right-of-Way:** Public right-of-way include the area located in between the curb or edge of pavement and the property line along public streets.
   - **a.** The adjacent property owner is responsible for landscaping and maintenance of the public right-of-way from the curb to the property line.
   - **b.** The public right-of-way must consist of irrigated grass or ground covers.
   - **c.** Public right-of-way landscaping must comply with all standards and regulations contained in this code.
   - **d.** Public right-of-way landscaping is not included in the required landscaping on private lots.
   - **e.** Public rights-of-way along street frontages require one (1) tree for every fifty (50) lineal feet of street frontage.
2. **Landscaping Area of Privately Owned Property**
   Privately owned property must meet the requirements of Section 4.b. Native undisturbed grasses and soil are not landscape material and is not included in the minimum percentage of land required to be landscaped.

Table c. A MINIMUM SITE LANDSCAPING PERCENTAGES	
Size of Property Being Developed	**Minimum Percentage of Land to be Landscaped**
Multi-Family Sites	10%
Commercial Sites	

Table c. A MINIMUM SITE LANDSCAPING PERCENTAGES	
Size of Property Being Developed	**Minimum Percentage of Land to be Landscaped**
0 to 19,999 square feet	10%
20,000 square feet to 1 acre	8%
Over 1 acre	6%
Industrial Sites	
0 to 19,999 square feet	6%
20,000 square feet to 1 acre	5%
Over 1 acre	4%
Sites constructed in the I-1, Light Industrial District may request the option to install 50% of required landscaping and pay a fee-in-lieu of the remaining 50% of the cost of the required landscaping or install 100% of the required landscaping. Sites constructed in the I-2, Heavy Industrial District may request the option to pay a 100% fee-in-lieu of the Landscape Requirements required by the code. Requests to pay a fee-in-lieu of landscaping must be made to the Zoning Administrator. Acceptance of the fee-in-lieu will be at the City Staff's discretion.	

C. Landscaping of Off-street Parking Lots

a. Parking Lots, as defined by Section 5, require a minimum landscaped buffer of ten (10) feet along any street property line.

b. Off-street Parking Lots with more than twenty (20) spaces require interior landscape islands.

1) Parking lot islands must be located at the end of each row of parking. One double island must be located at each end of a double row of parking.

2) Landscape islands must be located every fifteen (15) parking spaces within a row. Landscape islands must be a minimum of six (6) feet wide and eighteen (18) feet long and contain at least two (2) trees or one (1) tree and two (2) shrubs.

c. Parking facilities within the I-1 and I-2 Zoning Districts are exempt from the parking lot landscape islands requirements.

d. Licensed automobile dealership display lots are exempt from this Section; the Parking Lots for employees and customers are not exempt from this Section.

D. Buffer Yard Requirements

Table c. B Buffer Yard and Fencing Requirements Between Zone Districts			
Zone District Being Landscaped	**Adjacent Zoning**	**Buffer Yard**	**Required 6' Fence**
Ag, R-R, R-S, R-1, R-2, M-H, E-MH, E-MH RS	C-P, C-O, C-1, C-2, C-3	N/A	
R-3, R-4	C-P, C-O, C-1, C-2, C-3	10'	X
R-3, R-4	Ag, R-R, R-S, R-1, R-2, M-H, E-MH, E-MH RS	10'	X
Ag, R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS	I-1, I-2	N/A	
C-P, C-O, C-1, C-2, C-3	Ag, R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS	10'	X
I-1, I-2	Ag, R-R, R-S, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS	30'	X
I-1, I-2	C-P, C-O, C-1, C-2, C-3	20'	X

E. Screening Requirements

a. Screening, buffer yard landscaping, and fencing is required between adjacent zoning districts or adjacent zoning districts that face a public street when one or more of the following conditions are present

1) Outdoor storage areas or storage tanks;

2) Loading docks, refuse or trash collection points or dumpsters, and other service areas;

3) Major machinery or areas housing a manufacturing process;

4) Major on-site traffic circulations areas or truck and/or trailer parking;

5) Sources of glare, noise, or other environmental effects;

6) Bailing or stockpiling of cardboard or other shipping or packaging materials.

b. Acceptable screening includes screening of at least six (6) feet in height, including walls, fences, berm or landscaping as follows:

1) A wood, brick, stone, concrete masonry, PVC, stucco, or concrete fence or wall. Fences must have a minimum opacity of seventy-five (75%) percent. Chain link fencing with slats is not acceptable screening.

2) A screen using evergreen or deciduous materials that provides a hedge barrier.

3) A screen consisting of two (2) over story deciduous trees and four evergreen trees per one hundred (100) linear feet of the property line.

4) A screen consisting of an earth berm with a maximum slope of three (3) to one (1), that rises at least six (6) feet above the existing grade of the lot line.

5) Any combination of the above at least six (6) feet in height.

c. Screening must not impede surface water drainage.

d. The finished side of any fence or wall providing screening must always face the public street or adjacent district.

F. Planting Area Restrictions

a. No landscaping over three (3) feet may be planted within a sight triangle.

b. No landscaping over thirty-six (36) inches may be planted within six (6) feet of a traffic lane.

G. Landscaping Material

a. Non-Living Landscaping Materials

1) No artificial trees, shrubs, plants, or turf can be used for landscaping.

2) Scoria is not permitted in any required landscape area.

3) Loose rock or other artificial materials must be contained to prevent their encroachment into a parking areas, driveways, sidewalks, streets, or trails.

b. Trees and Shrubs

1) The latest version of *Trees and Shrubs of Gillette & Campbell County* should be consulted for required trees and shrubs.

2) Deciduous trees must be a minimum of one and one half (1 1/2) inch caliper measured six (6) inches above the ground.

3) Evergreen trees must be a minimum of five (5) feet.

4) Evergreen and deciduous shrubs must be a minimum of twelve (12) inches.

c. Ground Covers

1) Sod and seeding are acceptable ground cover. Sod or hydro turf is required in public rights-of-way on streets designated as arterials or collectors in the City Transportation Master Plan.

2) Grasses must be well maintained and free of weeds and debris.

3) Ground covers listed in *Trees and Shrubs of Gillette & Campbell County* may be utilized. Vines and other plants must not be planted adjacent to sidewalks, paths and trails, or other pedestrian areas.

4) Mulch ground covers may be installed on less than fifty (50%) percent of the required landscaped area. Mulch must be installed on a water-permeable geo-textile fabric with a minimum depth of four (4) inches. Lightweight materials, including but not limited to bark, wood chips and small aggregates, must not be used in high wind areas.

d. Xeriscape

1) Xeriscape areas may be used as an alternate form of landscaping on private property. Xeriscape cannot not be used in the public right-of-way.

d. Maintenance Requirements

1. Maintenance

a. The property owner of record, their agent, or tenant must maintain plantings in a healthy and attractive manner by the property owner of record, the property owner's agent or tenant, or other association or organization that has assumed responsibility for landscape maintenance. Maintenance must include, but not be limited to: watering, weeding and weed control, fertilizing, cleaning, pruning, spraying and pest control, mowing, and trimming of materials, and replacement of dead materials to remain in conformance with this code and the approved landscaping plan.

b. Dead plant materials must be removed and replaced by materials that meet the requirements of the approved landscaping plan. Removal and replacement must be completed within one growing season. Failure to remove dead plant material is a violation of this Section subject to the remedies in Section 1 d., Administration and Enforcement.

c. Non-living landscape materials must be replenished and maintained to achieve full coverage with a minimum depth of four (4) inches.

2. Irrigation

a. All required landscaped areas, including adjacent public rights-of-way, must have an underground irrigation system.

b. Irrigation systems require the following:

1) An automatic evapotranspiration controller.

2) Spray and drip irrigation are acceptable.

3) The system must provide coverage to all required landscaped areas

4) The system should minimize spray on sidewalks, streets, parking areas, and trails.

5) All systems require a City-approved backflow prevention device.

6) Irrigation systems that use recycled water may be permitted with appropriate warnings.

e. Installation Financial Security and Agreement

All landscaping must be installed prior to the issuance of a Certificate of Occupancy. The Development Services Director or his designee may issue a Provisional Certificate of Occupancy prior to installation of landscaping subject to the following requirements:

A. The Owner enters into a Landscape Installation Agreement with the City requiring the landscaping and screening to be installed within twelve (12) months of the effective date of the Provisional Certificate of Occupancy. The Landscape Installation Agreement authorizes the City to enter the property and install the required landscaping and screening if the Owner fails to complete the required landscaping and screening within the allotted time.

B. In addition, the Owner must provide a performance bond, certificate of deposit, letter of credit, or other security approved by the City in an amount not less than one hundred and fifty (150%) percent of the estimated value to install the landscaping and screening.

f. Landscape Plan Requirements

The Landscape Plan must contain the following information:

A. Scale drawings no smaller than one (1) inch equal to fifty (50) feet.

B. North arrow, scale of drawing, street address of the property, adjacent street names, and the name and address of the person preparing the plan.

C. The area of the entire property, the area required to be landscaped and screened, and a table with required number of trees, shrubs, ground cover, and other materials required in the landscaped area.

D. An overall site plan, indicating location of structures, parking, public streets and rights-of-way, site amenities.

E. Existing landscaped areas, including plant materials, location, size, species, and condition and an indication whether existing landscape materials will remain or be removed.

F. The location of all materials, the size, the scientific and common name of each plant material.

G. The location and type of all ground covers including non-living materials.

H. All landscape features and structures.

I. Location and design of all screening.

J. A grading plan including berms and landforms with contours shown at no less than two (2) foot intervals.

K. All stormwater management facilities.

SECTION 5. OFF-STREET PARKING AND LOADING

Contents:

a. General

b. Residential Off-Street Parking

c. Commercial Off-Street Parking

d. Industrial Off-Street Parking

e. Off-Street Loading

f. Mixed-Use Parking, Cross Parking Agreements, and Special Parking Plans

a. General

1. This section describes required off-street parking, loading, and maintenance for permitted uses and expansions.
2. Off-street parking and loading facilities for the permitted use are required in all zoning districts and must be on the same lot and under the same ownership as the permitted use. Exceptions for onsite required parking are as follows:
    a. The Zoning Administrator may approve an application to permit off-street parking on a separate lot or shared parking on the same lot as per Section 20.05.f Mixed Use Parking, Cross Parking Agreements, and Special Parking Plans.
3. If a structure is built, enlarged, or a permitted use request or change requires additional parking, all off-street parking requirements must meet the requirements described in this section.
4. A temporary certificate of occupancy may not be issued until a temporary parking and access surface has been installed. The minimum temporary parking and access surface must be gravel that meets City specifications and can carry the loads required by emergency service vehicles. Other surfaces may be considered, at the discretion of the Zoning Administrator, provided the surface is passable by pedestrians, will not excessively rut, and the surface is not collected by vehicle tires and subsequently dropped onto public streets.
5. The following uses are exempt from all off-street parking and loading requirements: general agriculture; animal feedlots; cemetery; contractor's yard; golf course; grazing; recreation camp; junk yard; newsstand; oil; gas or mineral explorations, drilling, production, processing, separation or storage; storage of vehicles, public parks, playgrounds, or open recreational facilities; quarry; railway right-of-way; sanitary landfill; transmission lines or towers; essential public utility or public service installation (not including business offices, repair, sales or storage facilities). If parking is provided, it must comply with Sections 20.05.03, 20.05.04, and 20.05.05 of this article

Table a. A
Required Parking

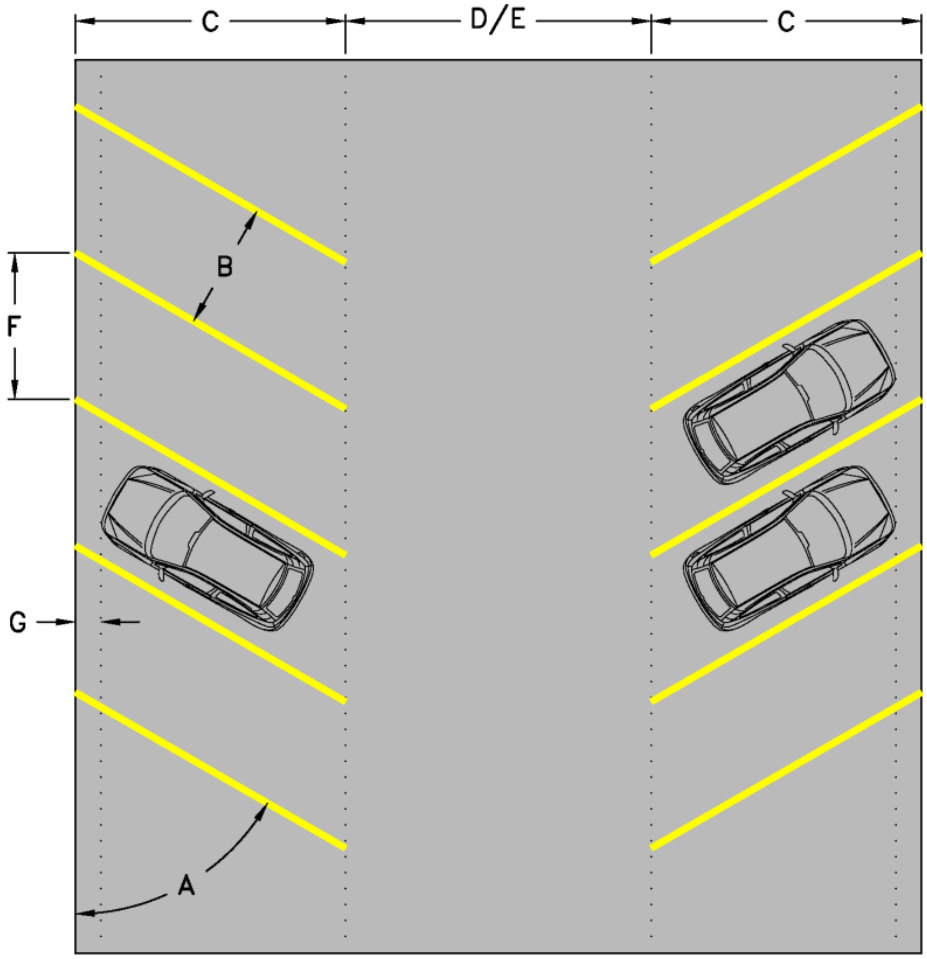
Uses	Parking Spaces Required
Assembly (auditorium, stadium, church, etc.)	1 space per each 5 seats (maximum capacity)
Bed and Breakfasts, Boardinghouse and/or Lodging House	1 space per each 2 bedrooms
Hospitals	2 spaces per each bed
Nursing Home and Assisted Living Facility	1 space per each 5 beds for shared living facilities 1 space per each 3 independent living units Plus 1 space per each employee at maximum employment on a single shift Plus 1 visitor space per every 10 beds or 5 independent living units
Hotels and Motels	1 space per each rental unit plus 1 space for each 2 employees at maximum employment on a single shift Accessory uses (dining, banquette halls) must satisfy their parking requirements separately according to this table
Elementary School, and Junior High School	5 spaces, plus 1 space per each classroom
Senior High School	1 space per each employee, plus 1 space for each 4 students, based on the design capacity of the school
College and Technical Schools	1 space per each 2 students at maximum capacity

Table a. A Required Parking	
Uses	**Parking Spaces Required**
Industrial and Warehousing	1 space per each 2 employees at maximum employment on single shift Plus 1 space per each company vehicle regularly parked on the premises
General Offices	< 50,000 square feet: 1 space per 300 square feet > 50,000 square feet: 1 space per 400 square feet
Medical Offices	1 space per 200 square feet
Residential	2 spaces per dwelling unit
Residential: Accessory Dwelling Unit	1 space per dwelling unit
Day Care	1 additional space per each staff member who is not a resident of the home. Child Care Centers must provide adequate off-street provisions for loading and unloading children.
Retail: General	< 25,000 square feet: 5 spaces per 1,000 square feet 25,000-400,000 square feet: 4 spaces per 1,000 square feet 400,000 - 600,000 square feet: 4.5 spaces per 1,000 square feet > 600,000 square feet 5 spaces per 1,000 square feet
Retail: Large Product Sales (automobiles, RVs, boats, farm implements, appliances, tree nurseries, garden centers, etc.)	1 space per 20,000 square feet
Restaurants	< 2,000 square feet: 5 spaces per 1,000 square feet 2,001 - 5,000 square feet: 10 spaces per 1,000 square feet > 5,000 square feet: 20 spaces per 1,000 square feet Plus 1 space per each 2 employees at maximum employment on a single shift.
Parking Requirements for permitted uses not listed in this table shall be determined by the Zoning Administrator.	

Table a. B Commercial/Industrial Accessible Parking	
Total Off Street Spaces	**Spaces for Persons with Disabilities**
1-25	1
26-50	2
51-75	3
76-99	4
100-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of Total Spaces
1001 and Over	20 + 1.0 for each 100, or fraction thereof

Table a. C Parking Dimensions						
A	B	C	D	E	F	G
Parking Angle	**Stall Width**	**Stall to Curb**	**Aisle Width 1-Way**	**Aisle Width 2-Way**	**Curb Length**	**Front Over-hang (ft.)**
0°	9.0	9.0	12.0	24.0	23.0	0
	9.5	9.5	12.0	24.0	23.0	
	10.0	10.0	12.0	24.0	23.0	
45°	9.0	19.8	12.0	24.0	12.7	1.5
	9.5	20.1	12.0	24.0	13.4	
	10.0	20.5	12.0	24.0	14.1	
60°	9.0	21.0	18.0	24.0	10.4	1.5
	9.50	21.2	18.0	24.0	11.0	
	10.0	21.5	18.0	24.0	11.5	
90°	9.0	18.0	22.0	24.0	9.0	2.0
	9.5	18.0	22.0	24.0	9.5	
	10.0	18.0	22.0	24.0	10.0	

Figure a. A
Parking Dimension Measurements



b. Residential Off-Street Parking

Off-street parking in residential areas will be designed, used, and maintained in accordance with the following specifications:

1. Off-street parking for residential use shall be designed and maintained on the same lot as the Primary Structure. All required entrances, exits, and driveways must be surfaced with an all-weather asphalt or concrete.
2. If any action eliminates any required off-street parking areas, no structure shall be erected or enlarged and no use shall be enlarged.
3. Individual off-street parking spaces must be at least nine (9) feet wide and eighteen (18) feet long.
4. Parking areas must be located at least five (5) feet from the side lot lines.
5. Additional off-street parking areas must be surfaced with Grade J gravel and must meet all design standards as required for any work in the right of way. Scoria is not allowed in residential districts for the purpose of any off-street parking.
6. All multi-family residential parking, except for single-family dwelling or duplex on a single lot, must be designated in accordance with the layout of the approved zoning permit or development plan.
7. Parking spaces must be designated by striping for multi-family housing.
8. Each parking space must be accessible and arranged so that no part of any parked vehicle, trailer, RV, or camper extends beyond the property lines into the street right-of-way, across public sidewalks, or in the sight triangle.
9. Parking spaces shall not be used for the sale, repair, assembly or disassembly, storage or servicing of vehicles or equipment. Unlicensed or inoperable vehicles must not be stored in any required parking or loading space as per city code.
10. Home Occupations conducted in an authorized dwelling unit must provide one (1) parking space for every two hundred (200) square feet, devoted to the home occupation; this required parking is in addition to the parking required for the dwelling unit.

c. Commercial Off-Street Parking

1. **Off-Street Parking:** Off-street parking will be designed, used and maintained in accordance with the following specification.
    a. The C-2, Central Business District shall be exempt from the requirement of off-street parking and off-street loading; however, when off-street parking and off-street loading are provided in the C-2 District, the design, use, and maintenance standards of SECTION 5. shall apply.
    b. Off-street parking areas must match the layout approved on the zoning permit or commercial site plan. Parking spaces must be designated with striping.
    c. Each parking space must be accessible and arranged to avoid any part of a parked vehicle, trailer, RV, or camper extending beyond the property line, the street right-of-way, public sidewalks, or in the sight triangle.
    d. Designated entrances and exits required for parking shall be located to minimize traffic congestion and avoid interference with public streets, alleys, and walkways. The City of Gillette Design Standards provides the location and spacing of commercial driveways.
    e. Parking spaces must not be used for the sale, repair, assembly or disassembly, storage, or servicing of vehicles or equipment. Unlicensed or inoperable vehicles must not be stored in any parking or loading space required by this section.
    f. Off-street parking spaces must conform to the Parking Dimension Standards in Table c.a.
    g. Required parking areas must be graded for proper drainage and surfaced with all-weather asphalt or concrete. All entrances, exits, and driveways must be surfaced with an all-weather asphalt or

concrete. Additional off-street parking or equipment storage areas may be surfaced with Grade J gravel. Scoria is not allowed in commercial districts for the purpose of off-street parking.

h. Where commercial parking is the primary use of a zone lot, an all-weather surface of asphalt or concrete is required. All entrances, exists, and driveways serving the commercial parking spaces must be surfaced with an all-weather surface of asphalt or concrete.

i. All vehicle, RV, and trailer sales lots of twenty (20) spaces or more must be surfaced with an all-weather surface of asphalt or concrete. All entrances, exists, and driveways serving the sales lot must be surfaced with an all-weather surface of asphalt or concrete. Lots with 1-19 spaces require a minimum of Grade J gravel. Scoria is not allowed. Driveway access must be paved in asphalt or concrete from paved roadway to property line.

j. Access and Parking Lot Maintenance Requirements: Parking lots and public access easements must be maintained by the owner of the property to prevent deterioration, including but not limited to: potholes, crumbling asphalt, concrete, weeds, or any other surface covering. Additional vehicle or equipment parking storage areas provided for in this section that are accessible to the public for use as a parking lot must be maintained to prevent deterioration.

2. **Drive-Thru and Vehicle Stacking Requirements:** Vehicle stacking distance will be measured from the point of service within a designated drive aisle. The required cumulative stacking distance may be distributed between accesses serving the site, provided a minimum stacking distance of twenty (20) feet is provided at each access point.

Table c. A
Vehicle Stacking Requirements

Facility Type	Required Stacking Distance
Automatic Car Wash	200 feet per wash line
Dry Cleaner, Drive-Thru	60 feet per window
Financial Institution, Drive-Thru	100 feet per window
Liquor Store, Drive-Thru	60 feet per window
Pharmacy, Drive-Thru	100 feet per window
Restaurant, Drive-Thru	200 feet per window
Retail Service, Drive Thru	60 feet per window
Self-Service Car Wash	60 feet per wash line
Service Station	50 feet per service space
Vehicle Stacking Requirements for permitted uses not listed in this table shall be determined by the Zoning Administrator.	

d. Industrial Off-Street Parking

1. Off-street parking will be designed, used, and maintained in accordance with the following specifications:

a. All off-street parking areas must match the layout approved on the zoning permit or commercial site plan. Parking spaces must be designated with striping.

b. Each parking space must be readily accessible and arranged so that no part of any parked vehicle, trailer, RV, or camper extends beyond the property lines, into the street right-of-way, across public sidewalks, or in the sight triangle.

c. Designated entrances and exits required for parking shall be located to minimize traffic congestion and avoid interference with public streets, alleys, and walkways. The City of Gillette Design Standards provide the location and spacing of industrial driveways.

d. Parking spaces must not be used for the sale, repair, assembly or disassembly, storage, or servicing of vehicles or equipment. Unlicensed or inoperable vehicles must not be stored in any parking or loading space required by this section.

e. Individual off-street parking spaces must conform to the Parking Dimension Standards in Section 5.a.

f. Required parking areas must be graded for proper drainage and must be surfaced with an all-weather surface of asphalt or concrete. All entrances, exits, and driveways serving those parking spaces must be surfaced with an all-weather surface of asphalt or concrete. In a I-1, Light Industrial District, additional off-street parking and storage areas may be surfaced with Grade J gravel. Scoria is not allowed. In a I-2, Heavy Industrial District, additional off-street parking and storage areas beyond what is required in this section may be surfaced with scoria.

g. Driveways to accessory structures in industrial zones are not required to have an all-weather surface of concrete or asphalt but must meet the minimum bearing capacity for emergency personnel vehicles. Scoria is not acceptable as a driving surface. Paved parking space for ADA requirements must be met as per the Building Division. All required parking for accessory structures must be surfaced with an all-weather surface of asphalt or concrete.

h. An all-weather surface of asphalt or concrete is required for industrial parking. All entrances, exists, and driveways serving the industrial parking spaces must be surfaced with all-weather asphalt or concrete.

i. All vehicle, RV, and trailer sales lots of twenty (20) spaces or more must be surfaced with an all-weather surface of asphalt or concrete. All entrances, exists, and driveways serving the sales lot must be surfaced with an all-weather surface of asphalt or concrete. Lots with 1-19 spaces require a minimum of Grade J gravel. Scoria is not allowed.

j. Access and parking lot maintenance requirements: parking lots and public access easements must be maintained by the owner of the property to prevent deterioration, including but not limited to: potholes, crumbling asphalt, concrete, weeds, or any other surface covering. Additional vehicle or equipment parking storage areas provided for in this section that are accessible to the public for use as a parking lot, must be maintained to prevent deterioration.

e. Off-Street Loading

For every commercial or industrial use in connection with every building having a gross floor area of 10,000 square feet or more, at least one (1) off-street loading space must be provided on site. One (1) additional off-street loading space must be provided for each additional 20,000 square feet. All loading areas must conform to the following standards.

1. **Commercial Zones**

a. Individual off-street loading zones must be located in the side or rear yards on the zoned lot for the permitted use.

b. Loading zones must be twelve (12) feet wide, fifty (50) feet long, and have a minimum height clearance of fourteen (14) feet.

c. Loading zones must not block or interfere with the use of the required parking spaces, entrances or exists, or driveways, and must not encroach into a required sight triangle. Loading zones must be arranged so that no part of any parked vehicle extends beyond the property lines.

d. Loading zones must not be used for the sale, repair, assembly or disassembly, storage, or services of vehicles or equipment. Unlicensed or inoperable vehicles must not be stored in any required loading zone.

e. Loading zones must be graded for proper drainage and must have an all-weather surface of asphalt or concrete.

f. Commercial properties within the C-2, Central Business District as provided by this code are exempt from loading zone requirements; when a loading zone is provided it must meet the requirements as listed.

2. **Industrial Zones**

a. Individual off-street loading zones in industrial zones may be located in any setback yard on the property for the permitted use.

b. Loading zones must be twelve (12) feet wide, fifty (50) feet long, and have a minimum height clearance of fourteen (14) feet.

c. Loading zones must not block or interfere with the use of the required parking spaces, entrances or exist or driveways. Loading zones must be arranged so that no part of any parked vehicle extends beyond the property lines.

d. Loading zones must not be used for the sale, repair, assembly or disassembly, storage or services of vehicles or equipment. Unlicensed or inoperable vehicles must not be stored in any required loading zone.

e. Loading zones must be graded for proper drainage and must have an all-weather surface of asphalt or concrete.

f. Mixed-Use Parking, Cross Parking Agreements and Special Parking Plans

1. **Mixed-Use Parking**

a. There may be a mutual use of parking areas for mixed occupancies or uses, provided the required off-street parking spaces are utilized by mixed uses or occupancies with differing peak hours of business. When appropriate, the Zoning Administrator may reduce the total number of required parking spaces by a maximum of fifteen (15%) percent.

b. Mixed-use developments in the C-2, Central Business District area are required to provide parking only in support of the residential portion of a mixed-use development and must comply with the provisions in this section. All mixed-use developments must include a parking plan as part of the required commercial site plan submittal and approval process. The commercial aspects of all mixed-use development projects in the C-P, C-O, C-1, and C-2 Districts must comply with all loading requirements.

2. **Cross Parking Agreements and Special Parking Plans**

a. Under the provisions of this section, off-street parking and loading is required to be located on the same lot and operated under the same ownership as the permitted use. Under the following conditions, required off-street parking may be provided on a lot separate than that containing the permitted use but must be adjacent and must be within a zoning district that allows off-street parking as a Permitted Use.

1) Applications for approval of a special parking plan must be filed with the Zoning Administrator and must include the following details:

a) A statement by the owner or owners of the entire land area to be included within the special plan, and the owner or owners of all structures on the designated land area agreeing to all of the provisions of the plan.

b) A site plan indicating all buildings, accesses, and current and existing parking.

2) In meeting the requirements of Table f.A, adjacent land uses, lots or sites may share parking under the following conditions and standards: each use should provide a percentage of parking as outlined in this section; whichever time period requires the highest level of parking spaces among the uses corresponding with Table f.A should be the amount of parking provided subject to the cross-parking agreement.

3) All landowners participating in the shared parking shall execute the necessary cross-access or cross parking agreements to facilitate shared parking for approval with the Zoning Administrator and later filing.

4) All shared parking spaces must be within a reasonable proximity of the main entrance of any building sharing parking and provide direct pedestrian access to an entrance either by way of pedestrian alleys and passages, or by way of public sidewalks in the streetscape. Parking spaces greater than three hundred (300) feet from the main entrance of any business or building will not be considered to be in reasonable proximity.

5) Shared parking must be located within a zoning district where parking of vehicles is a permitted use.

b. The Zoning Administrator shall review and approve or deny every application. The Zoning Administrator may establish necessary conditions and limitations for approval.

c. Once approved by the Zoning Administrator, an approved special parking plan must be filed among the records of the Zoning Administrator and with the County Clerk together with any cross-parking agreement utilized to meet the required parking.

d. All special parking plans which have been approved and recorded are binding upon the owners of the land area and structures included in the special parking plan and their successors and assigns and shall control all zoning permits and certificates and the use and operation of the designated structures and land area.

e. Special parking plans may be amended or withdrawn through the same process by which they first gained approval. All approved documents must be filed with the County Clerk; a filed copy must be provided to the Zoning Administrator.

Table f. A
Shared Parking Requirements

Permitted Use	Percentage of Required Parking Spaces for Each Time Interval				
	Weekday Day & Evening		Weekend Day & Evening		Nighttime
	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6 AM
Employment	100%	10%	5%	5%	5%
Retail or Service	75%	75%	100%	90%	5%
Restaurant	50%	100%	75%	100%	25%
Entertainment & Recreation	30%	100%	75%	100%	5%
Church	5%	25%	100%	50%	5%
School	100%	10%	10%	10%	5%
Dwellings	25%	90%	50%	90%	100%
Lodging	50%	90%	75%	100%	100%

SECTION 6. TEMPORARY USES

Contents:

a. Temporary Use Regulations

1. **Uses by Temporary Permit**

   Applications for Temporary Use Permits may be found online at EnerGov Self Service. The following uses may be operated as uses by temporary permit:

   a. Non-commercial Asphalt or Concrete Mixing Plant, Necessary for Construction in the Immediately Surrounding Area: Each permit will specify the relationship of the plant location to the construction activity; each permit shall be valid for a period of six (6) calendar months and shall not be renewed for more than four (4) successive periods at the same location.

   b. Christmas Tree Sales: No permit will be issued prior to the 15th day of November each year, and each permit shall be valid for a forty-five (45) day period. Christmas tree sales are only allowed in commercial and industrial zones.

   c. Parking Lot for a Special Event: Each permit will be valid for the duration of the designated special event and shall be operated and occupied only during the times designated time of the special event.

   d. Produce Stand: Only authorized in commercial districts; each permit is valid for ninety (90) days and may be renewed for an additional thirty (30) days.

   e. Public Gathering for a Single Purpose Event: the temporary permit is only valid up to five (5) days, at least ninety (90) days must elapse between single purpose events at the same location.

   f. Temporary Building or Yard for Construction Materials and Equipment, Necessary for Current Construction in the Immediately Surrounding Area: Each permit will specify the location of the building or yard and its relationship to the construction activity; each permit shall be valid for six (6) calendar months and shall not be renewed for more than four (4) successive periods at the same location.

   g. Temporary Office, Necessary for the Sale or Rental of Property in the Immediate Surrounding Area: Each permit will specify the location of the office and its relationship to the properties rented or sold; each permit shall be valid for six (6) months and shall not be renewed for more than 4 successive periods at the same location.

   h. Temporary Housing for Construction Workers: In commercial and industrial districts, a temporary permit may authorize up to ten (10) temporary housing units located on a construction site in a commercial district as follows:

      1) The occupants of the housing units must be employed at the construction site.

      2) All temporary housing units must be licensed by the state of Wyoming as a motor home or house trailer, as defined by Wyoming Statute § 31-1-101.

      3) The units must be connected to the City electric, water, and sewer utilities; approved and permitted by the City Building Division.

      4) The utility service account must be in the name of the landowner who is responsible for the monthly payment.

      5) No temporary housing unit may be more than three hundred (300) feet, calculated in driving distance, from a fire hydrant.

6) Each temporary permit is valid for six (6) months and may be renewed for two (2) successive periods on the same construction site; every request for a renewal will be viewed as a separate application and must comply with all requirements of this section.

7) The landowner is responsible for ensuring that all temporary housing units are maintained and operated in a safe manner.

8) No gray or wastewater may be spilled or discharged onto the land.

9) The landowner is responsible for the actions of the persons occupying the units regarding violations of the Zoning Code.

10) Violations of City Code or noncompliance with the requirements of this section may result in revocation of the temporary permit and/or denial of requests to renew.

4. **Temporary Uses Not Subject to a Permit**

a. Snow fences which are designed and used to control snow from drifting over certain areas of a parcel or ground may be erected, subject to the requirements listed below:

1) Snow fences may be erected on or after October 15th and must be removed on or before the following April 15th.

2) Snow fences must not exceed four and one half (4 1/2) feet in height.

3) Snow fences must not cause drifting of snow onto neighboring properties.

4) Snow fences in violation of this section will be considered in violation of the Zoning Code and dealt with in the same manner as other violations of the Zoning Code.

SECTION 7. NON-CONFORMING USES AND STRUCTURES

Contents:

a. Nonconforming Uses

b. Nonconforming Structures

a. Nonconforming Uses

1. **Regulations**

a. A nonconforming use that was legal before the existence of the ordinance that made the use nonconforming, may be continued on the same lot so long as it is contained within the existing structure and is not enlarged or extended.

b. A permitted use that does not currently comply with off-street parking requirements or sign regulations, but did comply with existing ordinances when established, is considered a legal nonconforming use and is permitted to operate.

c. A nonconforming use associated with off-street parking and loading space must be maintained in accordance with Section 5 of the Zoning Code.

d. If a nonconforming use is discontinued for twelve (12) consecutive months, then the structure or lot associated with the nonconforming use must be made to comply with the regulations of the zoning district it is within.

e. If a nonconforming structure is damaged or destroyed and the estimated costs of repairing the damage exceeds sixty (60%) percent of the replacement costs, then the nonconforming use or structure will terminate. The percentage of damage and value of the property shall be determined by a method chosen by the City Chief Building Official, based on the records of the County Assessor. If

the owner disputes the percentage of damage or value of property, the owner may request the property be appraised by three (3) independent appraisers, at their expense. The City and the owner will each select an appraiser, and the third is chosen by the two appraisers already chosen; the decision of the majority of appraisers is binding.

2. **Exemptions:** When a mobile/manufactured home becomes a legal nonconforming use upon adoption of this ordinance, the legal nonconforming use status will be held valid, provided:
    a. If a mobile/manufactured home is removed from a lot, it must be replaced within six (6) consecutive months with a similar unit. A nonconforming replacement mobile/manufactured home may be larger than the mobile/manufactured home it replaces if setbacks, open space, and other requirements of the zoning district are met.
    b. If a mobile/manufactured home is damaged or destroyed by fire or natural disaster and the estimated costs of repairing the damage exceeds 60% of the replacement costs, it must be replaced within six (6) consecutive months with a similar unit.

b. Nonconforming Structures

1. **Regulations**
    a. A nonconforming structure may be altered or repaired provided its degree of nonconformity is not increased.
    b. A nonconforming structure, found to be unsafe by the City Chief Building Official, may be restored to a safe condition.
    c. The right to operate and maintain a non-conforming structure will terminate if the structure is damaged or destroyed, and the cost of repairing the damage exceeds sixty (60%) percent of the replacement cost of the structure on the date of the damage. The percentage of damage and value of the property shall be determined by a method chosen by the City Chief Building Official, based on the records of the County Assessor. If the owner disputes the percentage of damage or value of property, the owner may request the property be appraised by three (3) independent appraisers, at their expense. The City and the owner will each select an appraiser, and the third is chosen by the two appraisers already chosen; the decision of the majority of appraisers is binding.

SECTION 8. SIGNS

Contents:

a. General
b. Billboards
c. Building Signs
d. Free-Standing Signs
e. Center Identification Signs
f. Residential Development Signs
g. Bulletin Signs
h. For Sale/Rent Signs
i. Temporary Business Signs
j. Temporary Construction Signs

k. Off-Premises Signs
l. Inflatable Signs
m. Political Signs
n. Event Signs
o. Sign Area Measurement

a. General

1. **Purpose**

   This Section is intended to permit signs that support and complement land use Zoning Code objectives while maintaining public health, welfare, and safety. This Section applies to signs erected, altered, and maintained for all permitted uses. Signs are required to comply with all federal, state, and local regulations, as well as this Section. If any federal, state, or local regulations conflict with this Section, the more restrictive regulation must be applied.

2. **General Requirements**

   a. All signs within the corporate limits of the City of Gillette must be approved by the Zoning Administrator.

      1) A sign application must contain a scaled drawing of the proposed sign including the height, width, total square footage, and location of the sign on the property.

      2) Sign permits can be found at EnerGov Self Service.

   b. Signs must be maintained and in a good state of repair, which will be determined by the Zoning Administrator. Broken or deteriorated signs must be repaired or removed within thirty (30) days of damage. Buildings that are vacant must remove all signage within thirty (30) days of vacancy. In all cases, the Zoning Administrator may order sign removal within thirty (30) days or on an alternative schedule due to noncompliance.

   c. Proposed signs not specifically listed in Table a.A of this Section may be approved by the Zoning Administrator, provided that the proposed sign is compatible with the purpose and scope of this code and complies with all other applicable provisions of this code.

3. **Exceptions**

   The following signs do not require a permit:

   a. Signs required by federal, state, or local law;

   b. One sign showing only the name and/or address of the occupant, not exceeding two (2) square feet and mounted flat against the wall;

   c. Cornerstones, crossbars on driveways, personalized stone plaques or decorative identification signs on residential lots, or historical markers;

   d. Window displays of actual merchandise;

   e. Informational or directional signs;

   f. Danger or warning signs of a cautionary nature;

   g. Traffic signs;

   h. Identifying signs and lettering on business doors; exterior or interior and window signs in commercial and industrial zoning districts;

i. Temporary Signs:

1) Temporary signs are not allowed in the public right-of-way, publicly owned properties, parks, drainage ways, or utility poles; signs must not obstruct a sight triangle.

2) Temporary signs must be placed on private property.

a) Temporary signs in residential districts must not exceed six (6) square feet; signs must not be illuminated.

b) Temporary signs in commercial and industrial districts must not exceed ten (10) feet in height and sixty-four (64) square feet.

3) All temporary signs must be removed within ten (10) days of the advertised event.

4. Prohibited Signs

a. Revolving beacon, fountain, or flashing signs that in the discretion of the Zoning Administrator could distract motorists' vision.

b. Signs that interfere with the purpose or operation of devices controlling traffic.

c. Overhanging or free-standing signs are not permitted to extend over a public right-of-way except for traffic control and directional devices erected and approved by a public agency that has jurisdiction.

d. Signs, banners, or advertisements of any kind placed in public right-of-way, except those required by law or authorized for public purpose.

e. Signs or advertising device attached to a vehicle or trailer in the public right-of-way or on public or private property for the purpose of providing advertisement of products or providing directions to a business or activity.

5. Permitted Signs

The following signs are allowed by permit in the appropriate zoning districts:

Table a. A
Permitted Signs
(P) Permitted (X) Prohibited

Type of Sign	Ag	Residential Districts	Commercial Districts	Industrial Districts
Billboards[1]	(P)	(X)	(P)[1]	(P)
Building Sign	(P)	(X)	(P)	(P)
Free-Standing (Ground and Pole)	(P)	(X)	(P)	(P)
Center Identification	(X)	(X)	(P)	(P)
Sandwich Board Sign	(X)	(X)	(P)	(X)
Projecting	(X)	(X)	(P)	(X)
Residential Development	(X)	(P)	(X)	(X)
Bulletin	(P)	(X)[3]	(P)	(P)
Off-Premises	(P)	(X)	(P)	(P)
Inflatable	(X)	(X)	(P)	(X)
Illuminated	(P)	(X)	(P)	(P)
Flashing[2]	(X)	(X)	(P)	(P)

[1]In commercial zoning districts billboards are only permitted within two hundred and fifty (250) feet of the I-90 right-of-way.

[2]The Zoning Administrator may approve flashing signs at their discretion that do not create confusion with traffic lights or lights on emergency vehicles; the sign must not be directed at any residentially zoned district.

[3]501c3's are permitted to have signs in residential areas.

b. Billboards

1. Billboards

Table b. A. Billboard Heights, Sizes, and Location						
	Location in District	**Faces**	**Location Compared to Other Billboards**	**Location Compared to Buildings**	**Size**	**Height**
Billboards Overall	Not within 250' of boundary of any residential area.					
Static Billboards (Double Face)	Not within 250' of boundary of any residential area. In Commercial Districts only within 250' of I-90 Right-of-Way	1 or 2 faces back-to-back (both static)	No closer than 150' on same side of street.	Greater than 5' from building unless attached to building.	680 s.f. maximum on single face.	30' maximum
Static Billboards ("V" Face)	Not within 250' of boundary of any residential area. In Commercial Districts only within 250' of I-90 Right-of-Way	2 faces (both static)	No closer than 150' on same side of street.	Greater than 5' from building unless attached to building.	680 s.f. maximum combined total of 2 faces.	30' maximum
Electronic Billboards	Not within 500' of boundary of any residential area nor within 50' of any signalized intersection. The 50' buffer must be measured in a straight line from the nearest point of driving surface on the signalized intersection.	1 or 2 faces (both digital)	No closer than 150' on same side of street. At least 2,000' from other Electronic Billboards regardless of jurisdictional boundaries.	Greater than 5' from building unless attached to building.	340 s.f. individually or 340 s.f. per side if installed back-to-back.	30' maximum
Tri-Face Billboards See Sec.20.08.15 Sign Area Measurement for Tri-Face Billboard measurement limits and further billboard measurement guidance.	Not within 250' of boundary of any residential area nor within 50' of any signalized intersection. The 50' buffer must be measured in a straight line from the nearest point of driving surface on the signalized intersection.	3 faces (all digital, all static, or combination of both)	No closer than 150' on same side of street. At least 2,000' from other Tri-Face Billboards and Electronic Bill Boards regardless of jurisdictional boundaries.	Greater than 5' from building unless attached to building.	Total of all faces 900 s.f. maximum.	30' maximum

a. It is unlawful to construct or maintain any billboard that:

1) Obstruct the view of street crossings or railroad crossings;
2) Is unable to stand a pressure of at least thirty pounds per square foot of advertising surface;
3) Is dangerous to the public by falling or blowing down;
4) Increases the danger of loss by fire or to increase fire insurance rates.

b. Billboards supported by the ground must have all posts set in concrete.

c. Owners of each individual billboard are responsible for maintenance of the billboard and the surrounding area.

d. No billboard may be constructed, altered, or relocated prior to submission of an application with associated plans and approved by the Zoning Administrator.

e. No billboard may be constructed, altered, or relocated prior to the City Building Division issuing all building permits required for billboard structures. Billboard structures must be designed and certified by a licensed Wyoming Professional Engineer; ensuring the foundation, structure, sign face(s), and other connections meet minimum design loads and all other aspects of the building codes.

f. Owners must place a nameplate on all billboards that includes the owner's emergency phone number.

3. Electronic Billboards

For purposes of this ordinance only, electronic billboard means billboards with electronic graphic displays.

a. Message Display:
1) Must not utilize colors or displays that create confusion with traffic lights or emergency vehicles.
2) Multi-frame messages or effects of movement, blinking, animation, scrolling, flashing, or similar effects in individual images are prohibited.
3) Animated transitions between messages are prohibited.

b. Dwell Time:
1) All electronic graphic display signs must be programmed so that the message or image on the sign changes no more than once every 6 seconds.

c. Brightness: All electronic graphic display signs must utilize technologies that automatically reduce light levels at night and under cloudy or other darkened conditions. Electronic graphic display signs must not display light of such intensity or brilliance to cause glare or otherwise impair the vision of a driver, or result in a nuisance to the driver. Electronic graphic display signs must not increase the amount of ambient lighting by more than 0.3 candles when measured by a foot candle meter at one hundred (100) feet.

d. Audio: No audio speakers in any form are authorized on billboards with electronic graphic display signs.

e. Malfunction: All electronic graphic display signs must contain a default design that will freeze the device and message in one position if a malfunction occurs. Any electronic graphic display sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner must be restored to its normal operation within twenty-four (24) hours or set to a blank or static display until repairs can be accomplished.

f. Replacement: Traditional billboards utilizing painted faces or posters on existing faces can be replaced with an electronic graphic display sign, provided all requirements of this code are met. Traditional billboard structures replaced with electronic graphic display signs must be evaluated and certified by a Wyoming Professional Engineer to ensure the foundation, structure, and other

connections are capable of handling the increased loads and meet all aspects of the City's adopted building codes.

g. Building Permit Required: All relevant building permits, issued by the City of Gillette Building Division, are required for all billboards with electronic graphic display signs.

h. Electrical Service: Electrical services to all electronic graphic display signs must be provided by an underground service lateral. In no cases shall overhead wires be attached. The applicant agrees to accept electrical service from the city's electrical system for all electronic graphic display signs.

i. Application Fee and Annual License Fee: All electronic graphic display signs require an application fee of $2,500 and an annual license fee of $250, which will expire on December 31st of each year. Nonpayment will result in disconnection from the city's electrical supply.

j. Emergency Notification: As a requirement of approval for electronic graphic display signs, all applicants will enter into a separate agreement with the City to provide access for local emergency dispatch agencies to utilize electronic graphic display sign(s) to broadcast emergency notifications and other critical public service warning messages. Per this agreement, the applicant will provide access to display emergency notifications, critical public service warning messages, and other public notices within a reasonable time upon notice from the city and its local emergency dispatch agencies. The applicant agrees to provide access for this public service free of charge to the city and its local dispatch agencies and must reserve a minimum of eight (8%) percent of its annual sign lease time for this service.

c. Building Signs

1. Flush or Painted Wall Signs and Canopy Signs: A single business or profession is allowed to display a total of two hundred and fifty (250) square feet of building signage. Up to fifty (50%) percent of a building sign may be manual changeable copy. The following are permitted building signs:
   a. Under-Canopy Signs: The sign cannot exceed the width of the canopy. The bottom edge of the sign must be at least eight (8) feet above any pedestrian way.
2. Roof Signs: Businesses may display on its roof not more than two hundred and fifty (250) square feet of signage. Roof signage may not project above the peak of the roof or ten (10) feet above a flat roof. The signage and the roof combined may not exceed the maximum height authorized in that zoning district. The City Building Division must approve all roof signs and may require the construction and installation of the roof sign to be certified by a Wyoming Professional Engineer.

d. Free-Standing Signs

1. Free-Standing Pole Signs: Up to fifty (50) feet in height, thirty (30) feet in width, and three hundred and fifty (350) square feet in surface area; up to fifty (50%) percent of its area can be manual or electronic changeable copy.
   a. One free-standing pole sign for an individual business is allowed per property.
2. Monument Signs: Up to one hundred (100) square feet in surface area and no taller than ten (10) feet in height. These signs must be set back five (5) feet from the property line and not in any sight triangles.
   a. Properties with two hundred (200) lineal feet or more of street frontage are allowed to have one (1) monument sign in addition to the one (1) free standing pole sign.

e. Center Identification Signs

One (1) center identification sign is allowed per commercial, professional, or industrial complex. Each business within the complex is allowed one building sign per business.

1. Center Identification Sign: Up to fifty (50) feet in height, thirty (30) feet in width, and 350 square feet in area; must be ten (10) feet in height measured from the ground to the bottom of the sign; must contain the name and address of the complex.

f. Residential Development Signs

Subdivisions, manufactured home developments, or residential building complexes may have up to two (2) signs to identify the development.

1. Residential Development Signs: Individual signage cannot exceed one hundred (100) square feet in area, ten (10) in height, and must be set back at least five (5) feet from the property line. Signs must not obstruct sight triangles.
    a. Residential Developments Signs must have a separation distance of at least two hundred (200) lineal feet.

g. Bulletin Signs

Businesses located in commercial and industrial districts may have one (1) bulletin sign.

1. Bulletin Signs: Up to ten (10) feet in height, twenty-four (24) square feet in area, and anchored to the ground; must be set back at least five (5) feet from the property line and must not obstruct any sight triangles.
    a. Illuminated signs must be directed away from residential uses.

h. For Sale/Rent Signs

For sale/rent signs not prohibited by other rules within this code must meet the following requirements:

1. Residential: may reach a maximum of sixteen (16) square feet.
2. Commercial: may reach a maximum of sixty-four (640 square feet.

i. Temporary Business Signs

One temporary business sign is allowed per business on a single property in commercial and industrial zoning districts.

1. Temporary Business Signs: Up to a maximum of thirty-two (32) square feet and must not be located in a sight triangle or in the public right-of-way.
    a. Signs may be illuminated but must be directed away from any adjoining residential uses.

j. Temporary Construction Signs

Any lot where construction or development is taking place may have up to two (2) temporary construction signs on the lot where the construction or development is taking place.

1. Temporary Construction Signs: Up to ten (10) feet in height and sixty-four (64) square feet in area. Signs must not be located in a sight triangle or in the public right-of-way (unless work is being done in the right-of-way).

a. Signs may be illuminated but not flashing, animated, or have moving parts.

b. Signs must be removed within thirty (30) days of completion of construction.

k. Off-Premises Signs

Off-premises signs are authorized under the following conditions:

1. The applicant must demonstrate to the Zoning Administrator that due to a hardship on the land, the location of their business prohibits a pole sign.
2. The applicant must relinquish their rights to have a pole sign on their property in favor of having a pole sign off-premise; this must be done in writing and submitted to the Planning Division along with the application for the erection of the proposed off-premises pole sign.
    a. If the property owner is different from the sign owner, then a permission letter from the property owner is required in the application for the proposed off-premises pole sign; the pole sign must be used as a substitute for the allowed pole sign on the site where it is being located.
3. Off-premises pole signs must be approved by the Planning Commission.

l. Inflatable Signs

Inflatable signs are allowed within commercial zoning districts.

1. Inflatable Signs: Up to thirty (30) feet in height and 350 square feet in area; must be set back at least five (5) feet from the property line and anchored to the ground. Signs must not be in a sight triangle.
    a. Signs may be illuminated but must be directed away from residential uses.
    b. Signs must not encroach on any public or private property.

m. Political Signs

Political signs are only allowed on private property.

1. Political signs are not allowed in the public right-of-way, publicly owned properties such as parks, drainage ways, or on utility poles.
2. Permission from the property owner must be given before political signs are placed on private property.
3. Political signs must not be placed in a sight triangle where it will obstruct the view of traffic.
4. After the election or special election has taken place, all political signs must be removed within twenty (20) calendar days of the official election date.

n. Event Signs

Event signs are only allowed on private property.

1. Signs must not be located in a sight triangle, the public right-of-way, publicly owned properties such as parks, or drainage ways.
2. Event signs may be on display for up to two (2) weeks prior to the event advertised and three (3) days following.
3. If the property owner is different from the sign owner, then a permission letter from the property owner is required before a sign can be placed on the property. This letter must accompany the corresponding sign permit.

4. Event signs must be anchored to the ground.
5. Event signs placed without a permit or within public rights-of-way are subject to removal and disposal by the City Zoning Administrator or City Engineer.

o. Sign Area Measurement

1. The structure or bracing of any sign shall be omitted from measurement, unless such structure or bracing has been made an integral part of the message.
2. Where a sign has two (2) or more display faces, the area of all faces must be measured, unless such faces join back-to-back, are parallel to each other, and are no more than twenty-four (24) inches apart.
3. The area of any backing or background material that is a part of the sign display must be included in the sign area to be measured.
4. The area of any sign shall be measured by determining the sum of the area of each square, rectangle, triangle, circle, or portion or combination thereof that encompasses the outer limits of all portions of the sign, message or display.
5. Individual letters, with no background, shall be measured by the minimum rectangular area necessary to encompass such letter or by a combination of rectangles as are necessary to encompass letters or irregular dimension.

Figure o. A
Sign Area Measurement

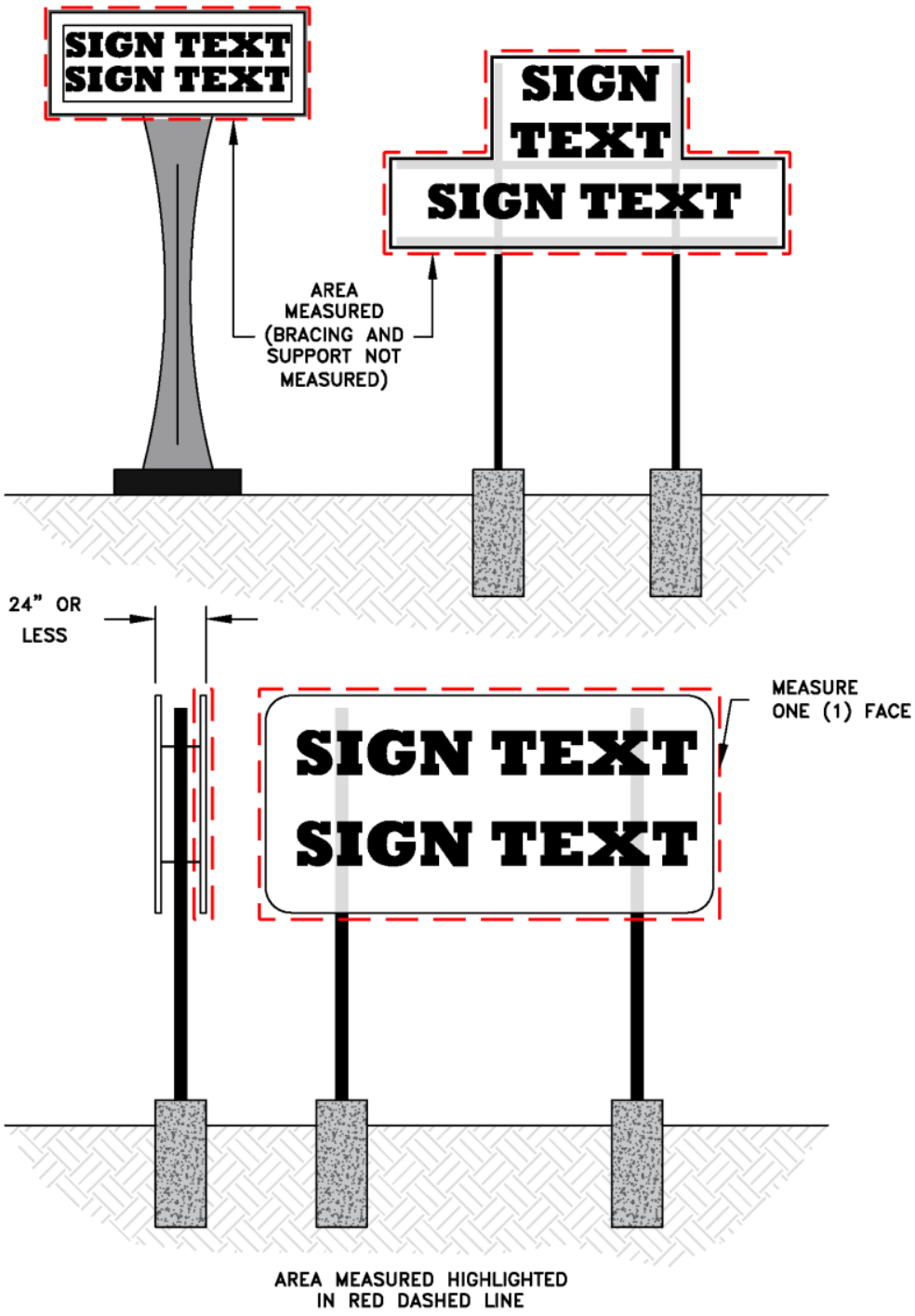
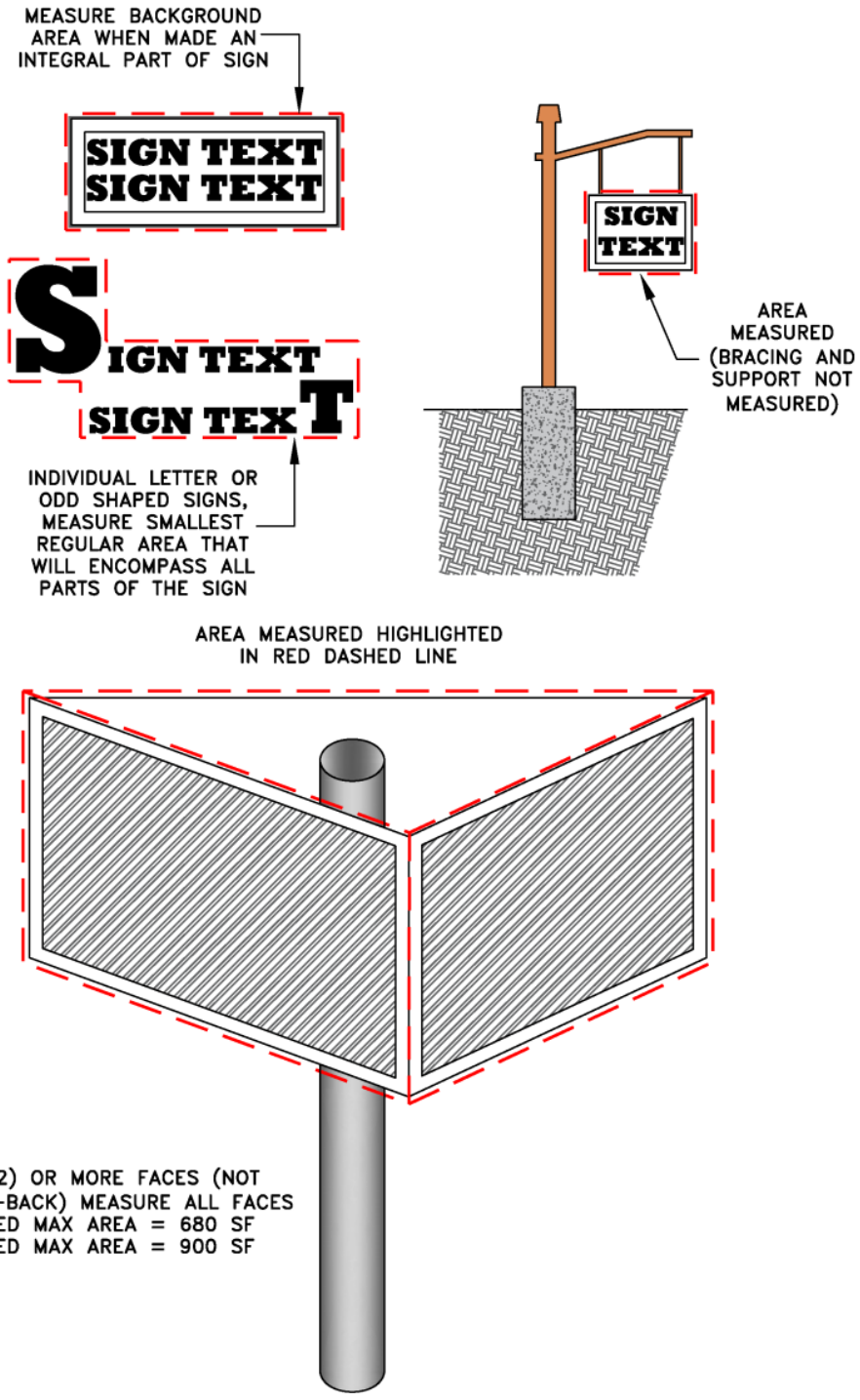


Figure o. B
Sign Area Measurement



SECTION 9. WIRELESS COMMUNICATION FACILITIES

Contents:

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b. Applicability

c. Fees

d. Sharing of Towers and Collocation Facilities

e. Tower Locations

f. General Requirements

g. Tolling Timeframe

h. Compliance, Indemnification, Certificate of Occupancy

i. Abandoned or Unused Towers

j. Emergency Action

a. Purpose

1. **Purpose**

   The purpose of this Section is to establish guidelines for the placement of towers and antennas. To accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community. The purpose of this ordinance is as follows:

   a. Facilitate the provision of wireless communication services to the residents and businesses of the City.

   b. Minimize adverse visual effects of towers through careful design and siting standards.

   c. Avoid potential damage to adjacent properties from tower failure through structural standards.

   d. Maximize the use of existing and approved towers, buildings, and structures to accommodate new wireless communication antennas in order to reduce the number of towers needed to serve the community.

   e. Protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services; specifically minimizing the visual impact of wireless communication facilities in and near residential zones.

   f. Promote and protect the public health, safety and welfare, preserve the aesthetic character of the Gillette community, and reasonably regulate the development and operation of wireless communication facilities within the city to the extent permitted under state and federal law.

   g. Minimize the visual impact of wireless communication facilities by establishing standards for siting, design, and screening.

   h. Preserve the opportunity for continued growth and service from wireless industries.

   i. Accommodate the need and demand for wireless communication services.

   j. To establish guidelines, standards, and processes to review and facilitate the deployment of wireless transmission equipment for the purpose of providing advanced communication services to the City, residents, and businesses.

   k. Ensure the City Zoning Ordinance is consistent with federal and state telecommunications laws, rules, regulations, and applicable case law.

   l. Avoid regulations that:

1) prohibit or effectively prohibit the provision of wireless services;

2) unreasonably discriminate among functionally equivalent service providers; or

3) ensure the compliance of wireless communication facilities and transmission equipment with radio frequency emissions standards established by the Federal Communications Commission.

2. **Laws, Rules, and Regulations**
   This Section shall be subject to all applicable laws, rules, and regulations and its terms and provisions shall be deemed to comport with any subsequent changes in applicable federal law.

3. **Conflicts**
   These Wireless Communication Facilities regulations are in addition to other regulations in the Zoning Code. In the case of a conflict between the regulations in this ordinance and other regulations, the most restrictive shall apply.

Applicability

1. **New WCFs, Towers, Antennas, DAS, and Small Cells Permits.** All new wireless communications facilities (WCF), towers, antennas, distributed antenna system (DAS), and small cells in the City will be subject to these regulations. In any newly annexed area, tower owners must obtain proper permits for existing towers to the extent required under applicable law.
   a. New towers, base stations, DAS, and small cells in all zones require a zoning permit, right-of-way permit, and any other applicable permits.
   b. New antenna arrays meeting the requirements of Section 9.f. are permitted with a building permit.
   c. DAS and Small Cells in the public right-of-way with poles less than forty-five feet (45) feet in height are permitted pursuant to Section 9.d. If a pole in the public right-of-way exceeds forty-five feet (45) feet in height, then the applicant must seek an exception from the City Engineer.
   d. Unless otherwise approved by the Zoning Administrator, new poles must be designed to match the existing light fixtures and other poles, and serve a dual purpose (for example, a new light fixture, flagpole, or banner clips).
2. **Antennas Mounted on Roofs and Walls.** Antennas must meet the requirements of this section to be placed on roofs and walls. The applicant must submit a report prepared by a Wyoming-licensed professional engineer indicating whether the structure is suitable to safely accept the antennas at the same time as the final site and building plan.
3. **Exempt Facilities** are listed below.
   a. Federal Communications Commission (FCC) licensed amateur radio facilities (HAM) are regarded as an accessory use and may extend to a maximum height of seventy-five (75) feet, provided that the tower is equipped with a lowering device (motorized and/or mechanical) capable of lowering the antenna to the maximum permitted height in the zoning district or area when not in operation; provided, however, the HAM radio operator must notify the city in writing of its amateur radio facilities.
   b. Satellite earth stations, dishes, and/or antennas used for private television reception not exceeding one (1) meter in diameter.
   c. A Cell On Wheels (COW) deployed upon the declaration of a state of emergency by the federal, state, or local government, or a written determination of public necessity by the city; except that such facility must comply with all federal and state requirements. The COW will only be exempt from this section during the declaration of a state emergency, and up to 30 days after the end of the emergency has been determined, or as otherwise declared as necessary by the City Administrator.

d. City-owned facilities not in a state of emergency, Emergency Warning Systems, Airport Guidance Systems, City SCADA, and Mobile Tech Systems.

e. A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event. The WCF shall be exempt from the provisions of this Section for up to three (3) weeks before and one (1) week after the duration of the special event.

f. Other temporary commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable zoning, setbacks, and height requirements.

g. Antennas attached to existing structures (such as commercial buildings, houses, or apartments) for internet purposes and uses solely for occupants of the building for which the antennas are attached as long as the height limitations of the zoning district are not exceeded and the antenna design is satisfactory to the City.

h. Routine maintenance and repair of antennas and other WCFs.

c. Fees

1. **Fees**

a. The following fees must be paid at the time of application or renewal:

Table c. A
Type of Fee and Associated Cost

Application Type	Planning Application Fee	Initial Registration Fee	Building Permit Fee	Annual Registration Fee if not in the Right-of-Way	Annual Right-of-Way Lease Fee
New Macrocell Tower, Collocation - Substantial Change	As per Section 5 of the Zoning Ordinance	$500	As per current Building Permit Fee Schedule	$250	As per Right-of-Way Lease Agreement
Collocation - Eligible Facilities Request, Distributed Antenna System (DAS), Small Cell, Antenna Array	$0	$100	As per current Building Permit Fee Schedule	$50	As per Right-of-Way Lease Agreement

b. Additional fees may be required depending on the circumstances of a particular project and may include:

1) A fee for use of City property

2) Agreement fee

2. **Independent Consultant and RT Technical Review:** The City may retain an independent consultant and/or an RF expert to evaluate permit applications for WCFs subject to zoning permits or administrative review. The review may include but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this section. The applicant will pay the cost for independent consultant fees through a deposit, estimated by the City, to be paid within ten (10) days of the City's request. The application will be deemed incomplete for purposes of application processing timelines until the deposit is received. If the cost does not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is issued. If the permit application is withdrawn or the application is not permitted, the City shall refund any unused portion within thirty (30) days after the

City receives a written request from the applicant. If the costs and fees exceed the deposit amount, the applicant will pay the difference to the City within thirty (30) days of an invoice and before the permit is issued.

d. Sharing of Towers and Collocation Facilities

1. It is policy of the City to minimize the number of towers and to encourage the collocation of antenna arrays.
2. No new macrocell tower may be constructed within ½ mile of an existing tower, unless the Planning Commission finds that the existing tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. The Planning Commission will consider the factors in Subsection 3 of this Section to determine whether the applicant has met its burden. This separation requirement does not apply to new poles constructed to support small cells if the new poles do not exceed the height limitation of the applicable zoning district.
3. **Factors Considered by the Planning Commission in Granting Zoning Permits for Towers:** In addition to any standards for zoning permit applications, the Planning Commission will make a determination whether a tower exceeds the maximum height limitation of the affected zoning district. The Planning Commission will consider the following factors when determining whether to issue a zoning permit.
    a. Towers exceeding a height of 50 feet must be able to accommodate collocation of one (1) additional provider. Additional height to accommodate additional collocation may be approved if the applicant certifies the tower has capacity for at least two (2) additional providers. The applicant must provide a letter indicating their good faith intent to encourage collocation on the tower.
    b. Nature of uses on adjacent and nearby properties.
    c. Surrounding topography.
    d. Surrounding tree coverage and foliage.
    e. Whether existing structures are located within the geographic area that meet the applicant's engineering requirements.
    f. Whether existing towers or structures have sufficient structural strength to support the applicant's proposed antenna and related equipment.
    g. Whether the fees, costs, or contractual provisions required to share an existing tower or structure are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
    h. Other limiting factors that render existing towers and structures unsuitable.
4. **Zoning District Regulations.** The following zoning district regulations shall apply in conjunction with the underlying zoning district regulations within the City's Zoning Code.
    a. R-S, R-R, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS, Residential Zoning Districts.
        1) Towers and antennas are allowed as an accessory use only.
        2) Towers and antennas may be attached to any existing structure if the tower and the antenna does not extend above the highest point of the existing structure; and the tower, antenna, and support equipment are designed to blend into the surrounding environment as a stealth design.
        3) Antennas and towers may be located on City property if authorized by a revocable City lease.
        4) There must be sufficient spacing between towers on the property or on adjacent property to ensure fall zone safety. Fall zone safety must be determined by a Wyoming licensed professional engineer and approved by the Zoning Administrator.
    b. C-P, C-O, C-1, C-2, and C-3 Commercial Zoning Districts.

1) Towers and antennas are allowed as an accessory use only.

2) Towers and antennas may be attached to any existing structure if the tower and the antenna does not extend more than thirty (30) feet above the highest point of the existing structure and the tower, antenna, and support equipment are designed to blend into the surrounding environment.

3) Antennas and towers may be located on City property if authorized by a revocable City lease.

4) There must sufficient spacing between towers on the property or adjacent property to ensure fall zone safety. Fall zone safety must be determined by a Wyoming licensed professional engineer and approved by the Zoning Administrator.

c. A, Agricultural Zoning District, I-1 and I-2 Industrial Zoning Districts.

1) Towers and antennas are allowed as a permitted use or as an accessory use.

2) Towers and antennas may be attached to any existing structure if the tower and antenna does not extend more than fifteen (15) feet above the highest point of the existing structure and the tower and antenna are designed to blend into the surrounding environment.

3) Antennas and towers may be located on City property if authorized by a revocable City lease.

4) A tower may be located as an accessory use on a lot utilized for other permitted uses.

5) A tower may be located as a permitted use on a parcel of land smaller than the minimum lot size required in the zoning district. The parcel of land is considered the "tower site". Only the tower site, is subject to all the requirements of this section.

d. Setbacks

1) Towers up to one hundred (100) feet in height must be setback on all sides a distance to the underlying front yard setback requirement in the applicable zoning district for structures, or one (1) foot for every foot of tower height (whichever is greater); towers in excess of one hundred (100) feet in height must be setback one (1) additional foot per foot of tower height in excess of one hundred (100) feet; and,

2) Setback requirements for towers must be measured from the base of the tower to the property line of the adjacent parcel.

3) If the tower has been constructed using breakpoint design technology, the minimum setback distance must be equal to one hundred ten (110%) percent of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a one hundred (100) foot tall monopole with a breakpoint at eighty (80) feet, the minimum setback distance would be twenty-two (22) feet, (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. If an applicant proposes to use breakpoint design technology, the building permit for the tower shall be conditioned upon approval of the tower design by a Wyoming-licensed professional engineer.

5. **New Towers.** Except in the case of City-owned property or small cells in the right-of-way whose towers do not exceed the maximum height for the applicable zoning district, all requests for the construction of a new tower must be approved by the Planning Commission. The Planning Commission may approve an application if it finds that the proposed site is necessary and the proposed facility cannot be accommodated on an existing tower or structure within one half (1/2) mile of the proposed site. New towers are subject to the following height and usage criteria:

a. I-1 and I-2 Industrial Zoning Districts. All new towers must be designed and constructed to accommodate at least two (2) communication providers and are subject to the following height and usage criteria:

1) All new towers must be a monopole, unless otherwise approved by the Zoning Administrator and the Planning Commission.

2) For two (2) users, up to one hundred (100) feet in height.

3) For three (3) or more users, up to one hundred and twenty (120) feet in height.

The Planning Commission may approve the construction of towers that are taller than the limits set forth in the preceding section, only if the applicant demonstrates that its use cannot be accommodated on a complying tower, and that no other location exists on which a complying tower or antenna could be located.

b. C-P, C-O, C-1, C-2, and C-3 Commercial Zoning Districts.

1) All new towers must be a monopole, unless otherwise approved by the Zoning Administrator and the Planning Commission.

2) For a single user, up to forty (40) feet in height.

3) For two (2) users, up to eighty (80) feet in height.

4) For three (3) or more users, up to one hundred (100) feet in height.

The Planning Commission may approve the construction of towers that are taller than the limits set forth in the preceding section, only if the applicant demonstrates that its use cannot be accommodated on a complying tower, and that no other location exists on which a complying tower or antenna could be located.

c. R-S, R-R, R-1, R-2, R-3, R-4, M-H, E-MH, E-MH RS, Residential Zoning Districts.

1) All new towers must be a monopole, unless otherwise approved by the Zoning Administrator and Planning Commission.

2) For a single user, up to forty (40) feet in height.

3) For two (2) users, up to sixty (60) feet in height.

4) For three (3) or more users, up to eighty (80) feet in height.

The Planning Commission may approve the construction of towers that are taller than the limits set forth in the preceding section, only if the applicant demonstrates that its use cannot be accommodated on a complying tower, and that no other location exists on which a complying tower or antenna could be located.

e. Tower Locations

1. Preferred Tower Locations

a. All new macrocell towers in the City will be permitted in the following order:

b. Privately owned land in industrial zones;

c. Privately owned land in commercial zones;

d. Privately owned land in agricultural zones;

e. City-owned or operated property and facilities where a tower use is in line with the City's Comprehensive Plan or as otherwise allowed in the underlying zoning district per the City's Zoning Code;

f. Parcels of land in residential zones;

g. All other property and facilities where a tower use is in line with the City's Comprehensive Plan or as otherwise allowed in the underlying zoning district per the City's Zoning Code;

h. City rights-of-way, with required annual lease payments.

1) The applicant for a macrocell tower in City rights-of-way or on other property must address the above preferences in an alternative sites analysis pursuant to this section.

2. Alternative Sites Analysis

a. Alternative Sites Analysis

1) For macrocell towers, the applicant must address the City's preferred tower locations by explaining why a site of higher priority was not selected. The City's tower location preferences must be addressed in a written alternative sites analysis demonstrating at least three (3) higher ranked alternative sites considered in the geographic range of the service coverage objectives of the applicant, and a meaningful comparative analysis between each alternative candidate and the proposed site explaining the reasons why the applicant rejected the alternative candidate.

2) A complete alternative sites analysis may include less than three (3) alternative sites if the applicant provides a detailed written explanation why it could not identify at least three (3) potentially available higher ranked alternative sites.

3) To disqualify potential collocations or alternative sites for failure to meet the applicant's service coverage objectives, the applicant must provide:

a) a description of its objective, whether to close a gap or address a deficiency in coverage, capacity, frequency or technology;

b) technical maps or other exhibits with RF data to illustrate that the objective is not met using the alternative;

c) a description of why the alternative does not meet the objective.

b. Collocation Consent. A written statement must be signed by a person with authority to bind the applicant and the project owner indicating whether the applicant is willing to allow other transmission equipment to collocate with the proposed wireless communication facility.

c. Review of the City Engineer. The City Engineer shall review all Alternative Sites Analyses regarding the location of towers in the City's rights-of-way. The approval and permitting of towers in the City's rights-of-way shall follow the guidelines of the City Engineer and the requirements of this Code.

3. Use of City-Owned Property

a. Priority to locate antennas and towers on City-owned land and facilities will be given as follows:

1) City;

2) Public safety agencies, including law enforcement, fire, and ambulance services, and private entities with a public safety agreement with the City;

3) Other governmental agencies, for uses not related to public safety; and,

4) Entities providing wireless services.

b. The placement of antennas or towers for the provision of communication services on City-owned property must comply with the following minimum requirements:

1) The antennas or tower will not interfere with the purpose for which the City-owned property is intended;

2) The applicant must furnish adequate liability insurance and execute a revocable lease agreement that compensates the City for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City after considering comparable rates in other cities, potential expenses, risks to the City, or other factors affecting the value of the site;

3) The applicant must submit a letter of credit, performance bond, or other security acceptable to the City to cover the costs of the antenna or tower's removal;

4) The antennas or tower cannot interfere with other users with higher priority;

5) The antennas or tower may be required to be removed at the user's expense upon reasonable notice;

6) The applicant shall reimburse the City for any costs which the City incurs due to the presence of the applicant's antennas or tower; and

7) The applicant must submit and obtain all necessary application approvals. Requests for the use of City property will be determined at the discretion of the City Council.

c. The use of City-owned water tower sites and parks for antennas or towers is subject to additional requirements. The placement of antennas or towers on these City-owned sites will be allowed only when the following special requirements are met.

1) Water Tower Sites: The placement of antennas or towers on a water tower will be allowed only when the City, at its discretion, is satisfied that the following requirements are met:

a) The applicant's access to the facility will not increase the risks of contamination to the City's water supply;

b) There is sufficient room on the structure and on the grounds to accommodate the applicant's facility;

c) The presence of the facility will not increase the water tower maintenance costs to the City and will not exceed the structural integrity of the water tower or other associated structures;

d) The presence of the facility will not be harmful to the health or safety of workers maintaining the water tower; and,

e) The presence and operation of the facility will not adversely affect any other interest of the City.

2) Parks: Because the presence of antennas or towers may conflict with park uses, antennas or towers will be determined on a case-by-case basis at the City's discretion.

d. Applicants requesting to locate antennas or towers on City-owned property must submit a complete application and detailed plan that complies with the requirements of this section and any other information requested by the City.

e. The City Council may terminate any revocable lease if it is determined, in its discretion, that any of the following conditions exists:

1) A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use; or

2) A user violates any of the standards of this Section or the conditions of the revocable lease.

Except for emergency situations, at the City's discretion, the City will provide notice to the user of the intended termination and provide an opportunity for the user to address the City Council regarding the proposed action.

f. The decision of the City Council to approve, deny, or revoke any request for a lease to use City property is final unless appealed to the District Court.

f. General Requirements

1. **Permit.** Applicants requesting to construct, modify, collocate, or relocate any tower or antenna within the City must submit an application to operate; apply for a building and zoning permit as applicable, and pay associated fees and applicable franchise, revocable license, and removal security fee; and provide proof of insurance and bonding. No activity to construct, modify, or relocate a tower or antenna shall begin until all application and permits have been obtained and fees submitted.
2. **District Regulations.** Towers, antennas, and associated equipment and storage facilities are allowed in every zoning district in the City, subject to the particular provisions of each district. Towers may be permitted on a case-by-case basis as a special exception and in accordance with the City's Comprehensive Plan. Construction, modification, or relocation of towers, antennas, and storage and facility structures are subject to the limitations and criteria outlined for the applicable zoning districts.
3. **State or Federal Requirements.** All towers and antennas must meet or exceed current standards and regulations of the Federal Aviation Administration (FAA), the FCC, and any other agencies of the state or federal government with the authority to regulate towers and antennas.
4. **Visual Impact.** All wireless communication facilities (WCFs) must be sited and designed to minimize adverse visual impacts on surrounding properties and the public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. WCFs and equipment enclosures must be integrated through location and design to blend in with the existing characteristics of the site. WCFs must be designed to resemble the surrounding landscape and other natural features or be compatible with the built environment through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color, and texture.
5. **Use of Stealth Design.** Stealth design is required in all zones, and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design must be designed and constructed to substantially conform to surrounding building designs or natural settings. Stealth design that relies on screening wireless communication facilities to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the state. All stealth design is subject to the approval of the Zoning Administrator. The applicant must provide justification as to why it is not employing stealth design.
6. **WCFs in the Public Rights-of-Way.**
    - **a.** All pole-mounted transmission equipment must be mounted as close as possible to the pole to reduce the overall visual profile.
    - **b.** WCFs located in public rights-of-way must comply with the regulations and requirements for zoning. If a WCF is next to different zones the more restrictive zoning regulations shall apply.
    - **c.** For all WCFs to be located within the right-of-way, prior to submitting for a permit application, the applicant must have a valid municipal agreement, license, franchise agreement, right-of-way lease agreement, encroachment permit, or exemption granted by applicable law.
7. **Accessory Uses for WCFs.**
    - **a.** Accessory uses are limited to structures and equipment that are necessary for transmission or reception functions. Accessory uses do not include broadcast studios, offices, vehicle or equipment storage, or other uses not essential to the transmission or reception functions.

b. All accessory buildings must be constructed of building materials equal to or better than those of the primary building on the site and are subject to the applicable building or site plan approval processes.

c. No equipment shall be stored or vehicles parked on the site of the tower, unless used in direct support of the tower or antenna being repaired.

d. The Development Services Department shall review the following:

1) All structures must be constructed and installed to manufacturer's specifications and required setback provisions for the zoning districts.

2) Structures must be permitted and constructed to meet current building code requirements.

3) All structures shall conform to FCC and FAA regulations, if applicable.

4) If any setback requires a greater distance than required of this Article, the greater distance will apply.

5) In all zoning districts, the following additional landscaping is required in addition to what is required in the City Zoning Code:

a) Equipment shelters and cabinets and other on the ground ancillary equipment must be screened with landscaping as required for the zone in which they are located.

b) A fence no less than six (6) feet in height as measured from the finished grade must be constructed around each tower and related support or guy anchors. Access shall only be through a locked gate. Any fence must comply with the guidelines of the code.

6) All other information or materials that the City may reasonably require will be made available.

8. Exceptions

a. Applicability. No WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted by the Planning Commission. These exceptions apply exclusively to WCFs. This subsection is not an exception to the Zoning Code's visual impact and stealth design requirements.

b. Procedure Type. A WCF's exception is subject to approval by the Planning Commission.

c. Submittal Requirements An application for a wireless communication facility exception must include:

1) A written statement demonstrating how the exception would meet the criteria.

2) A site plan including:

a) A description of the proposed facility's design and dimensions with and without the exception.

b) Elevation drawings demonstrating the components of the wireless communication facility with and without the exception.

c) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity with and without the exception.

d. Criteria. An application for a wireless communication facility exception shall be granted if the following criteria are met:

1) The exception is consistent with the purpose of the development standard.

2) The design minimizes the visual impacts to residential zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.

3) The applicant demonstrates:

a) A significant gap in the coverage, capacity, or technologies of the service network exists and users are regularly unable to connect to the service network, or are regularly unable

to maintain a connection, or are unable to achieve reliable wireless coverage within a building;

b) The service gap can only be filled through an exception to one (1) or more of the standards of this section; and

c) The exception is narrowly tailored to fill the service gap and allow the wireless communication facility, to the greatest extent possible, to conform to this section's standards.

9. New Tower and Eligible Facilities Request - Substantial Change Applications

a. All towers must be covered by a general liability insurance policy in an amount not less than one million ($1,000,000) dollars per occurrence.

b. Owners and operators of towers and communications facilities must certify that all licenses and agreements required by law for the construction and operation of a wireless communications system in the City have been obtained and file documentation of the licenses and agreements with the City. An owner and operator of a tower or communications facility must notify the City in writing within forty-eight (48) hours of any revocation or failure to renew any license or agreement. If the use of a tower or communications facility is discontinued, the owner and operator must provide written notice to the City of its intent to discontinue use and the date when the use will be discontinued.

c. All towers, antennas, support structures, wiring, and accessory buildings constructed, modified, or located within the City, must comply with the following requirements:

1) Towers must be certified by a Wyoming-licensed professional engineer to conform to the latest structural standards and wind loading requirements of the current Building and Electrical Code as adopted by the City.

2) Every tower must be equipped with adequate danger warning signage to discourage climbing of the tower.

d. For support towers, only lighting that is necessary to satisfy FAA requirements is permitted. Towers must not be illuminated by artificial means and cannot not display strobe lights unless such lighting is specifically required by the FFA or other federal or state agency. Light fixtures used to illuminate fields, parking lots, or similar areas may be attached to the tower when incorporated into the approved design of the tower. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, if it is appropriately down shielded to keep light within the boundaries of the site.

e. The owner of a tower must ensure that it is maintained in compliance with standards contained in applicable state and local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this section is subject to the City's building code enforcement procedures. If, after inspection, the City determines that a tower fails to comply with City Zoning Code and constitutes a danger to persons or property, the owner will have thirty (30) days to bring the tower into compliance with the code. Failure to bring a tower into compliance within thirty (30) days will constitute grounds for the removal of the tower at the owner's expense.

f. For purposes of this section, all zoning permits require notice to abutting property owners, in addition to any other notice required by the City Zoning Code.

g. The use of any portion of a tower for signs other than warning or equipment information is prohibited.

h. All utility buildings accessory to a tower must be designed to blend in with the surrounding environment and shall must the minimum structure setback requirements of the underlying zoning district. Ground mounted equipment must be screened from view by suitable vegetation, except

where a design of non-vegetative screening better reflects and complements the architectural character of the surrounding neighborhood or as otherwise provided for in SECTION 4. Landscaping and Screening.

i. All accessory equipment located at the base of a WCF must be located in an existing building, underground, or in an equipment shelter or cabinet that is:

1) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and

2) located to be as unobtrusive as possible consistent with the proper functioning of the WCF.

j. After approval of a request to build a new tower or to locate facilities on an existing tower, the applicant must commence construction within six (6) months of the date the application received its final approval. An applicant can petition the Development Services Department for an additional period of six (6) months, when it is demonstrated that construction has been delayed by circumstances beyond the control or responsibility of the applicant.

1) Application Requirements:

a) The required fees established by City Council and referenced in Subsection c.

b) Copies of all licenses and agreements required by law for the construction and operation of the WCF.

c) For new towers, a legal description and physical address of both the property and tower site (if applicable).

d) A scaled site plan clearly indicating the tower/antenna location, type and height of the proposed WCF facility, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, proposed means of access, distances from property lines, and elevation drawings of the proposed tower or antenna support structure.

e) A certification that the applicant will comply with all applicable federal, state, and local laws.

f) A certification that the site described in the application is located on an existing tower or structure and that the owner/operator agrees to the collocation on its facility (if applicable).

g) All applications must include a certificate from a Wyoming-licensed professional engineer that the tower and facilities comply with all applicable safety and building codes. In cases where existing structures are utilized, the certification must include verification that the existing structure has been inspected and installation of WCFs will not impair the structural integrity upon which the WCF is installed.

h) A landscaping plan showing specific landscape material, method of fencing, finished color, other stealth applications, and aesthetic mitigation measures for towers, antennas, and equipment buildings.

i) A scaled site plan clearly indicating the location, type, height, and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to roadways), photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, contours, parking, utility runs, and other information deemed by the Development Services Director to be necessary to assess compliance with this Article.

j) Legal description of the parent tract and leased parcel (if applicable).

k) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.

l) The separation distance from other towers

k. Registration and Reporting:

1) When the work on the facility or tower is completed, and before operation begins, the owner/operator of the tower must submit the following documentation to the Planning Division:

a) Certification in writing by a Wyoming-licensed professional engineer that the tower is structurally sound and conforms to the requirements of the City's building codes and all other construction standards. The tower owner may be required to submit more frequent certifications if the City Engineer determines that the structural or electrical integrity of the tower may be jeopardized. The Engineering Certification must include an on-site inspection.

b) The name of providers located on the tower; the name, address, and telephone number of the tower owner(s).

c) A registration fee, in addition to any other fee paid by the owner or operator of the tower or facility, must be paid to the City for all towers or facilities located within the City, and must be submitted to the City Clerk at the time of permitting.

d) An annual renewal registration fee shall be payable in accordance with Subsection c. to the City Clerk.

e) The City reserves the right upon reasonable notice to the owner/operator of the tower to conduct inspections to determine whether the tower, equipment, and/or related buildings comply with the provisions of this code, applicable building codes, and local, state, and federal law.

10. DAS and Small Cells

a. All transmission must be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment must be designed to mimic the existing underlying structure, be proportional to the existing underlying structure or conform to the underlying use, and must use materials in similar quality, finish, color, and texture as the existing underlying structure.

b. All roof-mounted transmission equipment must be set back from all roof edges to the maximum extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.

11. Antenna Arrays and Eligible Facilities Request - Collocation

a. Antenna arrays and supporting transmission equipment must be installed to camouflage, disguise, or conceal them to make them closely compatible with and blend into the setting or host structure.

b. Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure, excluding single-family houses or signage, or a building less than sixty (60) feet in height, that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array is no more than fifteen (15) feet above the existing structure. Installation on City property requires the execution of necessary agreements.

g. Tolling and Timeframe

1. **New Sites or Tower Applications**
    a. Purpose. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153, for new sites or towers.
    b. Application Review.
        1) Application. The City will make available an application form limited to the information necessary for the City to consider whether an application is a request for a new site or tower.
        2) Review. Upon receipt of an application for a request for a new site or tower pursuant to this section, the City will review such application, make its final decision, and advise the applicant in writing.
        3) Timeframe for Review. Within one hundred and fifty (150) days of the date of an application under this section, the City will review and act upon the application.
        4) Tolling of the Timeframe for Review. The one hundred and fifty (150) day review period begins to run when the application is filed and may be tolled only by mutual agreement between the City and the applicant, or if the City determines that the application is incomplete.
            a) The City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application to toll the timeframe.
            b) The timeframe for review continues when the applicant makes a supplemental submission in response to the City's notice of an incomplete application.
            c) If the supplemental submission is insufficient to address missing documentation or information, the City has ten (10) days to notify the applicant that the supplemental submission did not provide the information identified in the original notice. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
        5) Failure to Act. In the event the City fails to act on a complete application under this section within the timeframe for review, the applicant is entitled to pursue all remedies under applicable law.
2. **DAS and Small Cells**
    a. Distributed Antenna Systems (DAS) and small cells are allowed in all zones, regardless of the siting preferences listed in e. The applicant must comply with the height limitations of the affected zoning district and all federal, state, and local laws and requirements.
    b. DAS and small cells are subject to permitting and approval by administrative review. If DAS and small cells are in the right-of-way, a right-of-way permit and a zoning permit may be required if the installation requires the construction of a pole greater than the maximum allowed height. A zoning permit is not required for replacement utility support structures if the replacement utility support structure is similar in height and design.
    c. A single permit application may be used for multiple DAS that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.
3. **Eligible Facilities Request - Substantial Change** This Section implements, in part 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order

no. 14-153. The following timeframes apply to collocations unless a shorter timeframe is required under applicable law.

a. Application Review:

1) The City will make available an application form limited to the information necessary for the City to consider whether an application is a collocation request.

2) Upon receipt of an application for a collocation request pursuant to this Section, the City will review such application, make its final decision, and advise the applicant in writing.

3) Within ninety (90) days of the date of an application, the City will review and act upon the application.

4) The ninety (90) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or if the City determines that the application is incomplete.

a) The City must provide written notice to the applicant within thirty (30) days of receipt of the application specifically delineating all missing documents or information required in the application to toll the timeframe.

b) The timeframe for review continues when the applicant makes a supplemental submission in response to the City's notice of an incomplete application.

c) If the supplemental submission is insufficient to address missing documentation or information, the City has ten (10) days to notify the applicant that the supplemental submission did not provide the information identified in the original notice. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

5) Failure to Act. In the event the City fails to act on a complete application within the timeframe for review the applicant is entitled to pursue all remedies under applicable law.

4. Eligible Facilities Request - Collocation

a. Purpose. This Section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47 C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

b. Application Review.

1) Application. The City will prepare and make publicly available an application form; the form will be limited to the information necessary for the City to consider whether an application is an "Eligible Facilities Request". The City may not require an applicant to submit other documentation intended to illustrate the need for any such wireless facilities or to justify the business decision to modify such wireless facilities.

2) Review. The City will review an application for an Eligible Facilities Request, approve or deny the application, and advise the applicant in writing.

3) Timeframe for Review. Within sixty (60) days of the date of the application for an Eligible Facilities Request under this Section, the City will review and act upon the application, subject to the tolling provisions below.

4) Tolling of the Timeframe for Review. The sixty (60) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or if the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

   a) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application.

   b) The timeframe for review continues when the applicant makes a supplemental submission in response to the City's notice of an incomplete application.

   c) If the supplemental submission is insufficient to address missing documentation or information, the City has ten (10) days after submission of supplemental information to notify the applicant that the supplemental submission did not provide the information identified in the original notice. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

5) In the event the City fails to act on a complete application within the timeframe for review, the request will be deemed granted. The applicant must notify the City in writing after the review period has expired.

h. Compliance, Indemnification, Certificate of Occupancy

1. **Compliance**
   a. All wireless communication facilities (WCFs) must comply with the standards and regulations of the FCC and all federal, state, and local laws.
   b. The site and wireless communication facilities, including all landscaping, fencing, and related transmission equipment must be maintained in accordance with all approved plans.
   c. All graffiti on wireless communication facilities must be removed at the sole expense of the permittee within thirty (30) days of notification by the City to the owner/operator of the WCF.
   d. If any federal, state, or local government license or any other governmental approval to provide communication services is revoked the permittee must inform the City of the revocation within thirty (30) days of receiving notice.
2. **Indemnification** Each permit issued for a WCF located on City property shall be deemed to have, as a condition of the permit, a requirement that the applicant defend, indemnify, and hold harmless the City and its officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF, or the applicant's negligence.
3. **Certificate of Occupancy**
   a. A Certificate of Occupancy will be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.
   b. If the WCF installation does not comply with the approved plans and photo simulations the applicant must make the required changes to bring the WCF installation into compliance prior to operation of the WCF.

i. Abandoned or Unused Towers

1. Towers not used for more than twelve (12) months must be removed by the owner within ninety (90) days from the date of written notification from the City. Towers which are not maintained for more than six (6) months must be removed by the owner within ninety (90) days from the date of written notification.
    a. A performance bond, cash, letter of credit, or other approved security must be submitted for each tower to assure the removal of towers that are not maintained or abandoned. The amount of security must be based on the estimated cost of removing the tower, provided by a licensed Wyoming contractor in writing and submitted with the application. The City will add a ten (10%) percent contingency fee to the contractor's estimate. If the owner fails to remove any tower not maintained or abandoned, the City has the right to enter the premises and remove the tower without further notice to the owner. All removal costs will be charged against the bond, cash, letter of credit, or other approved security and the owner.

j. Emergency Action

1. The City may disconnect, dismantle, or otherwise remove any tower or communications facility that becomes an immediate hazard to the safety of persons or property, at the discretion of the City Administrator or his designee.
    a. The City will notify the owner of any emergency action within twenty-four (24) hours. The owner and operator must reimburse the City for the costs incurred by the City for action taken in accordance with this Section within thirty (30) days of receipt of an invoice from the City.

SECTION 10. OVERLAYS

Contents:

a. Planned Unit Developments

a. Planned Unit Developments

1. **Purpose**
    a. The Planned Unit Development Overlay (PUD) is to allow and encourage innovative approaches to site planning and land development. A PUD is a professionally planned residential, commercial, or industrial project or a project with an integration of mixed uses that fosters design flexibility and compatible diversity in a single project site. The PUD allows more variety in the development of land than conventional zoning. Additionally, PUDs should promote the development of compatible land uses consistent with the Comprehensive Plan, facilitate the development of efficient streets and utility infrastructure, preserve natural and scenic features, and allow for flexibility in the development of land.
    b. A PUD may be proposed for residential, commercial, or industrial purposes or a combination of the zoning districts. The PUD requires overlay approval as well as approval of the PUD Plat.
2. **Design Elements**
    a. The applicant is encouraged to design a PUD to allow a mixture of land uses, densities, setbacks, and building heights. The PUD is required to conform to the Comprehensive Plan, unless otherwise permitted by the Zoning Administrator. The underlying zoning district(s) designations, building setbacks, and limitations will be used as a general guide.

b. At least fifteen (15%) percent of the overall PUD area must be designated for common space; the space must be contiguous to seventy-five (75%) percent of the PUD lots. The common space area must be designated for recreation, conservation purposes, or any typical use to the residents of the PUD.

c. Homeowner associations (HOA) or individual owners are responsible for the maintenance of common spaces within the PUD. The PUD applicant must submit a management plan for the open spaces and common facilities that:

1) Allocates responsibility and guidelines for the maintenance and operation of the open spaces and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements.

2) Meets the current standards, design, and review processes of the City of Gillette Subdivision Regulations and the City of Gillette Design Standards for subdivision of land and infrastructure.

3) Provides for mandatory and automatic enrollment into the HOA if the HOA is representing the individual owners as the owner of the open space. The HOA must have lien authority to ensure the collection of dues from all members.

4) Provides for enforcement of the management plan.

5) Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the open space and outlines the means by which such funding will be obtained or provided.

6) Complies with all other requirements of these regulations.

d. The HOA and individual owners are responsible for the maintenance of common facilities and open spaces. The City may assume maintenance responsibilities and enter the premises if the HOA or individual owners fail to maintain any or all of the common facilities and/or open spaces. The costs, including administrative costs and penalties of any maintenance performed by the City will be charged to the HOA, or the owner in lieu of an HOA. Maintenance costs shall be a lien on all properties within the PUD if costs remain unpaid.

Table a. A
Approval Process

Document Type	Staff Review	Planning Commission Review	City Council Approval
PRELIMINARY			
Site Analysis Map	X	X	
Preliminary Plat	X	X	
Draft Ordinance and Documentation	X	X	
FINAL			
Plan and Recommendation to City Council	X	X	X
Final Plat and Documentation	X	X	X
Final Ordinance	X	X	X

3. Approval Process

a. Site Analysis Map, Preliminary Plat, Draft Ordinance, and Documentation

1) Review of plat and documentation by review staff.

2) Review of plan and recommendations to developer by City of Gillette Planning Commission.

b. Final Plat, Draft Ordinance, and Documentation

1) Review of plat and documentation by review staff as per City subdivision regulations.

2) Review of plan and recommendation to City Council by City of Gillette Planning Commission.

3) Review of plat conditioned upon approval of draft ordinance by City Council (By Resolution).

4) Review of draft ordinance conditioned upon approval of final plat by City Council (By Ordinance).

4. **Design and Review Criteria**

Applications for PUDs are reviewed and evaluated by review staff for compliance with the purpose stated above. The application includes: site analysis map, preliminary plat, master plan, draft ordinance, and documentation.

a. Site analysis map contains:

1) Property boundaries

2) Natural land features

3) Topographic contours with a minimum of two-foot intervals

4) All protected open space areas proposed to be dedicated

5) General soil types

6) Existing roads and structures

b. Preliminary plat contains:

1) Proposed lot layout

2) Proposed roads and infrastructure layout

3) Potential connections with existing open space, parks, and trails

4) Phasing Plan (if applicable)

c. Proposed draft ordinance stating project specific zoning requirements which differ from underlying zoning which address the following specific items:

1) Permitted uses

2) Accessory uses

3) Minimum lot size

4) Maximum lot size

5) Building lot/site coverage

6) Minimum setbacks on front, side, and rear yards. The exterior boundary setbacks as well as properties within the interior of the PUD must be addressed. A minimum distance of ten (10) feet must be maintained between detached structures.

7) Off-street parking must be provided to support the intended use. The City Zoning Code will be used as a guide for determining off-street parking requirements.

8) Signage requirements

9) All standards that would be enforced through covenants or restrictions.

10) Landscaping, buffering, and screening standards are required for the exterior yard areas and must meet the requirements of Section 4, Landscaping and Screen. Interior landscaping may differ from the underlying zoning requirements and must be addressed as part of the ordinance.

d. Final plat meeting all requirements of the City of Gillette Subdivision Regulations and checklist requirements.

e. Infrastructure plans and documentation meeting all requirements of the City of Gillette Design and Construction Standards, including all required reports.

f. Final ordinance stating project specific zoning requirements which differ from underlying zoning.

g. Amendments to PUDs shall be as follows:

1) Until the PUD Plat is accepted by the City Council, minor changes in the location, setting, alignment, or character of buildings and structures, type or placement of plant material may be authorized administratively by the Zoning Administrator if it becomes necessary due to circumstances not reasonably foreseen at the time the final PUD plat was approved. No change authorized by the Zoning Administrator may increase the size of any building or structure by more than five (5%) percent, nor change the location of buildings or structures by more than five (5) feet in any direction. Other requirements for minor revisions will be referred to the appropriate City department for review and approval. If changes to the plat or support documents are required, new drawings will be required to be submitted that incorporate the approved change. Approved changes are to be incorporated into the Final PUD Plat.

2) All other alterations or modifications in the use, intent, rearrangement of lots, realignment of major circulation patterns, density levels, provisions governing common or open space, modification to infrastructure design, or any other alterations that in the opinion of the Zoning Administrator substantially changes the PUD from what was approved, constitutes an amendment and the final PUD plat must be revised and resubmitted and reviewed and approved on the same basis as the original PUD plat submittal; including re-approval by both the Planning Commission and City Council.

3) Changes to a filed final PUD plat will be considered a re-subdivision and must contain within the title "Amended PUD Plat"

4) Changes to an approved PUD ordinance will be considered a zoning text amendment for that particular PUD.

5. PUDs converting existing structures to a PUD shall:

a. Not be solely for the purposes of ownership or to allow for structures to be built across property lines.

b. Meet the purpose of this section with an integration of mixed uses for design flexibility.

c. Pay a fee-in-lieu of one thousand five hundred ($1,500) dollars per acre of land upon which the PUD is proposed if conversion of existing structures adequately meet the purpose of this section but are unable to meet the required open space.

6. Any PUD that exists prior to the adoption of the Zoning Code shall:

a. Be permitted to remain and be maintained.

b. Be allowed to submit a zoning map amendment to remove the PUD designation and rescind the associated ordinance through the zoning map amendment procedure if the PUD meets the requirements of the underlying zoning district.

c. Be allowed to be amended through a re-subdivision and zoning map amendment which requires amending the PUD ordinance associated with the existing PUD.

SECTION 11. DEFINITIONS

Access: A vehicle access way shared by and serving two or more lots, not dedicated to the public or publicly maintained, and accessible to public rights-of-way.

Accessory Structure: A structure located on the same zone lot as the structure containing the primary, permitted use; it may be detached or attached to the primary structure but must be subordinate and customarily incidental to the use of the primary structure.

Accessory Use: Not a permitted use as authorized by this code, but a subordinate use operated on the same zone lot as the permitted use, either in the same structure as the permitted use or an accessory structure.

Administrative Non-Profit Support Agency for Victim Service Programs: Non-profit, Court-appointed, victims' service programs, which provide advocacy and parental access to children under the age of 18, and the administrative offices that support these programs.

Alley: A public or private right-of-way which provides only a secondary means of access to abutting property.

Animal Boarding/Training: An establishment where animals, other than those considered livestock, are kept for the purpose of sheltering, taking care of, or training. A majority of the animals being kept, boarded, or trained must not be owned by the property owner, establishment owner, or their families.

Antenna: Exterior transmitting or receiving device mounted on a tower, building, or structure and used to send or receive digital signals, analog signals, radio frequencies, or wireless communication signals.

Antenna Array: A single or group of antenna elements, not including small cells, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.

Automobile Body Repair: The restoration, repair, and painting of the external bodies of passenger vehicles.

Automobile Repair: The repair of internal, mechanical components of passenger vehicles.

Automobile Sales: The sale of new and used passenger vehicles.

Automobile Service: The minor repair, tune-up, and routine servicing of passenger vehicles.

Base Station: A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communication network. The term does not encompass a tower as defined in this Section or any equipment associated with a tower.

1. The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small cell networks).
3. The term includes any structure other than a tower that, at the time the relevant application is filed with the City under SECTION 9., supports or houses equipment described in Article 20.11, that has been reviewed and approved under the applicable zoning or siting process, or under state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

4. The term only includes any structures that, at the time the relevant application is filed with the State or the City under Article 20.11, support or house equipment described for the purpose and support of wireless communications.

Bed and Breakfast Home: A private owner-occupied home where a portion is used to provide temporary accommodations for up to thirty (30) consecutive days for a charge to registered guests. No more than four (4) lodging units may be provided and where one (1) but not more than two (2) family style meals must be provided in a twenty-four (24) hour period. Must be licensed with the state as a bed and breakfast home prior to obtaining a use permit to operate within the City. All regulations governing setbacks, open space, and parking apply to the construction of new bed and breakfast homes or conversion of existing dwelling units to bed and breakfast homes. Signage must comply with signage allowed under home occupations. A bed and breakfast home must not impair the residential character of the neighborhood in which it is located.

Berm: An undulation in terrain creating a landform that is higher than the surrounding grade, generally utilized for screening, wind protection, or aesthetic design purposes.

Billboard: A board, panel, or electronic graphic display sign used for the display of advertising matter, either illuminated or non-illuminated, which directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.

1. **Electronic Graphic Display Signs**: sign faces attached to billboard structures with electronic graphic displays that are highly visible from long distances and at very wide viewing angles, both day and night.
2. **Tri-Face Billboards**: a Billboard with three (3) advertising faces supported by one (1) or more uprights, poles, or braces in or upon the ground, and not attached to any building.
3. Billboards must not exceed a maximum of three (3) advertising faces.

Boarding House: A building other than a hotel where, for compensation and by pre-arrangement for definite periods, meals or lodging and meals, are provided for three (3) or more persons, but not exceeding twenty (20) persons. No separate cooking facilities for use of customer residents are allowed.

Bufferyard: A landscaped area provided to separate and partially obstruct the view between two adjacent land uses or properties from one another.

Building: Any permanently affixed, covered structure intended for the shelter, housing, or enclosure of persons, animals, or goods.

Building Frontage: The facade of a structure containing a permitted use which is generally parallel to and closest to the front line of a zone lot.

Building Height: The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of ceiling of the top story; in the case of a flat room, to the deck line of a mansard roof, and to the average height between the plate and ridge of a gable, hip, or gambrel roof.

Building Sign: A sign which directs attention to the building to which it is attached. The following signs are building signs:

1. **Canopy Sign**: Any sign attached to or constructed on the face of a permanent, roof-like shelter, extending from part or all of the building face and constructed of some durable material.
2. **Projecting Sign**: A sign attached to or erected on a wall of a building, with the face perpendicular to the building wall.
3. **Roof Sign**: Any sign erected upon, against, or directly above a roof or on top of the parapet of a building.

4. **Under-Canopy Sign**: Any sign attached to or constructed under a canopy.
5. **Wall Sign**: A sign attached to, erected against, or painted upon the wall of a building, with the face horizontally parallel to the building wall.
6. **Window Sign**: A sign installed or painted on a window for purposes of viewing from outside the premises.

Bulletin Sign: A notice or message typically erected by a church or a public institution, not advertising a commercial product, goods, or services.

Center Identification Sign: A sign identifying a commercial, industrial, or professional center or complex, having at least three (3) separate businesses. A center's management company or owner is the only acceptable applicant for a center sign.

Changeable Copy: A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changed digitally.

Collocation: The mounting or installation of an antenna on a tower, building, or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Commercial Storage Facility: A building, or group of buildings, that contain varying sizes of individual compartmentalized and controlled access stalls or lockers for the dead storage of articles or goods. This use does not include active retail uses nor shall there be any activities allowed to be conducted within the structure, or structures, other than the temporary storage of articles or goods. All storage must be totally contained within the building, or group of buildings, with no outdoor storage of articles or goods allowed. No heavy equipment, nor farm implements, is allowed to be stored, nor any part thereof. No hazardous materials are allowed to be stored. Live animals are not considered storage goods and must not be kept at commercial storage facilities.

Commission: The Planning Commission of the City of Gillette, Wyoming.

Community Center: A facility for cultural activities, social meetings, gatherings, non-residential clubs, gymnasiums, sport clubs, or recreational or other activities where the primary aim is not profit seeking and excludes a place of entertainment.

Condominium: Real estate, portions of a building, and or land of which are designated for separate ownership, and the remainder of which is designated for common ownership by the owners of those portions.

Conversion Condominium: condominium projects not originally built and sold as condominiums but subsequently converted to condominium use.

Corner Lot: A zone lot situated at the intersection of two (2) or more streets.

Council: The City Council of the City of Gillette, Wyoming.

Crematorium: A business containing a properly installed apparatus, certified by the State of Wyoming, intended for use in the act of human cremation. Crematoriums are allowed in the mortuaries constructed in commercial districts. Crematoriums are not permitted in residential zoning districts.

Day Care: An activity regulated by the State of Wyoming and providing care for children out of their own home for two (2) or more hours a day. Categories of day care specified in this code include:

a. **Family Child Care Home (FCCH):** A childcare facility in which care is provided for three (3) to ten (10) unrelated children from more than one immediate family for part of a day in the home of the provider.
b. **Family Child Care Center (FCCC):** A childcare facility in which care is provided for a maximum of fifteen (15) unrelated children for part of a day, which may be in a residential or commercial zoning district.

c. **Child Care Center (CCC):** Any private person, partnership, association, or corporation that is operating a business for profit or otherwise, where sixteen (16) or more children receive care for part of the day.

Deciduous Tree: A tree that typically loses its leaves for part of the year.

Department: The Department of Development Services of the City of Gillette, Wyoming.

Director: The Director of Development Services of the City of Gillette, Wyoming.

Distributed Antenna Systems or DAS: A network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

Districts: Any section or area of the City of Gillette for which the regulations governing the use of land and the use, density, bulk, height, and coverage of buildings and other structures are uniform.

Drive-In Restaurant: A retail establishment engaged in the sale of prepared food and drink which is served to and/or consumed on the premises by the occupants of vehicles, in their vehicles.

Dwelling Unit: A structure, or a portion thereof, used for living purposes or constituting a separate, independent housekeeping unit for permanent, residential occupancy.

Eligible Facilities Request: Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment; or
3. Replacement of transmission equipment

Eligible Support Structure: Any tower or base station as defined in SECTION 9., provided that it is existing at the time the relevant application is filed with the City under Article 20.11.

Enhanced Manufactured Home:[63] A single-family residential structure transportable in two (2) or more dependent sections, which when assembled equals or exceeds twenty-four (24) feet in width and thirty-six (36) feet in length; said structure must be attached to a permanent, frost-free foundation.

1. The structure must:
    a. Not have been installed or occupied previously at any other site or location;
    b. Comply with all City Code as they relate to wind load and snow load;
    c. Provide evidence that the title or certificate of origin has been surrendered at the office of the Campbell County Clerk and the unit converted to real property at the Office of the Campbell County Assessor prior to issuance of a Certificate of Occupancy; and
    d. Comply with all Other Enhanced Manufactured Housing Design Criteria.
2. Other Enhanced Manufactured Home Design Criteria:
    a. Each enhanced manufactured home to be located in the City shall provide and comply with all building permit approval requirements applicable to all residential dwelling units prior to arrival at the site. These plans may include, but are not necessarily limited to, a plot plan approval, plans and specifications verifying compliance with construction and structural load requirements, geotechnical report and design for the foundation, foundation certification, zoning approval, and utility connections.
    b. Each enhanced manufactured unit must conform to the building setbacks, open space, parking, and other district standards and requirements of the zoning district in which the unit is located. No more

than one unit may be placed on a zone lot. The owner of the land must also be the owner of the manufactured home unit.

c. The unit shall have a pitched roof with a slope of not less than a three (3) inch vertical rise for each twelve (12) inches of horizontal run.

d. The load bearing foundation system must be constructed in accordance with the manufacturer's specifications or with HUD's Permanent Foundation Guide for Manufactured Housing and applicable sections of the Uniform Building Code.

e. The perimeter of the unit must be fully enclosed from the lower edge of the enhanced manufactured unit to the ground with a perimeter skirt wall constructed of a material rated for exterior applications giving the appearance of concrete, brick, stucco, block or stone, and able to withstand the effects of wind, water, soil, decay, and termites and prevent entry of rodents. An unobstructed minimum eighteen (18) inch high x twenty-four (24) inch wide plumbing access door must be provided. Ventilation per the Uniform Building Code specifications must be provided.

f. The unit must be permanently connected to all utilities in a manner consistent with residential housing and in accordance with the adopted City Code.

g. Roof material must consist of non-reflective material customarily used for residential dwellings including, but not limited to, asphalt, fiberglass, shake, tile shingles, or metal.

h. Siding material must consist of a material customarily used for residential dwellings including but not limited to, wood, wood products, stucco, brick, steel, aluminum, or vinyl lap siding, or rock.

i. A roof overhang exclusive of gutters of not less than six (6) inches as measured from the vertical side of the home. When an attached carport, garage, porch, or similar structure is an integral part of the manufactured unit, this overhang may be waived where the attachment occurs provided that the exterior perimeter of the roof line contains the required overhang.

j. Unless the foundation perimeter wall is load-bearing, no attachments, additions, alterations, or modifications to the exterior walls of the unit are allowed, except those approved by the manufacturer for the specific unit. If the foundation perimeter wall is not load bearing, all additions, porches, decks, garages, or other add-on attachments must be free standing and self-supporting with no structural reliance on the manufactured unit itself and in accordance with applicable City regulations.

k. All wheels, hitches, tongues, and axles must be removed from the unit and the property at the time the unit is placed on the permanent foundation.

Evergreen Tree: Trees and shrubs that retain their foliage throughout the year.

Existing Tower: A tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for the purposes of this definition.

FAA: Federal Aviation Administration

Family: One (1) or more persons, related by blood, adoption, or marriage, occupying a premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, fraternity or sorority house, lodging house, hotel, or motel.

Family Style Meal: Meals prepared in a private bed and breakfast home kitchen and served in the same residence around a common table(s). No meals may be served to people other than those residing as registered guests.

FCC: Federal Communications Commission

Flashing Sign: Any illuminated sign on which the artificial light is not constant in intensity and color at all times.

For Sale Sign: A sign advertising real estate for lease, rental or sale.

Foster Care: An activity regulated by the State of Wyoming and providing care for children in a facility or home on a twenty-four (24) hour-a-day basis. Categories of foster care specified in this code include:

a. **Foster Home:** Allows for the care of up to six (6) children.
b. **Group Foster Home:** Allows for the care of seven (7) to eleven (11) children.

Free-Standing Sign, Ground: A sign supported by one (1) or more uprights, poles, or braces in or upon the ground, not attached to any building and having its bottom edge on the ground.

Free-Standing Sign, Pole: A sign supported by one (1) or more uprights, poles, or braces in or upon the ground, not attached to any building and having its bottom edge above ground.

Front Line: Any boundary line of a zone lot parallel to and abutting the right-of-way line of an officially approved street or highway.

Gasoline Filling Station: A retail establishment engaged in the sale of automotive fuels, motor oil, or other automobile accessories and providing incidental services, including lubrication, hand washing, and cleaning or minor mechanical work and repairs; but shall not include painting, body work, or the sale of butane or propane fuels.

General Agriculture: Includes farming, ranching, grazing, dairying, animal, or plant husbandry.

Gross Floor Area: The sum of the areas of the several floors of a building, measured between the exterior faces of the walls at each floor, excluding any floor area used exclusively as parking for motor vehicles.

Group Care Facility: A facility or dwelling unit housing persons unrelated by blood, marriage, or adoption and operating as a not-for-profit or actively participating and in compliance with the State of Wyoming Medicaid Development Disability Waiver Program, housekeeping unit consisting of no more than six (6) client individuals and up to two (2) supervisors in all zoning districts where the primary use is residential. No group care facility may house any person whose residency would constitute a direct threat to the health and safety of other individuals. It may include shelters for abuse victims and homes for handicapped or for disabled individuals. All uses stated in the definition of Halfway House are not permissible and are considered outside the scope of the definition of Group Care Facility

Halfway House: A facility or dwelling unit used as a work release facility for convicts or ex-convicts, alcoholism or drug treatment center, or other housing facilities serving as an alternative to incarceration.

Home Occupation: A gainful operation conducted by members of the family, only within the dwelling or accessory structures, which is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof.

Hospital: An institution intended primarily for the medical diagnosis, treatment, and care of patients being given medical treatment. A hospital is distinguished from a clinic by virtue of providing for bed and patient care.

Illuminated Sign: A sign designed to give forth artificial light or designed to reflect light derived from any source. This does not include flashing illuminated signs.

Industrial Pipe Yard: An area in which the primary use is the storage of pipe for non-residential applications, including coils or spools, typically involving outside storage. The pipe is intended for industrial applications and may include drilling pipe, oil well casing, tubing, pipe for water or sewer mains, and pipe for production or transportation pipeline for oil and gas. Industrial Pipe Yards are only allowed in Industrial Zones because of the inherent noise, dust, and heavy truck traffic associated with operations involving pipe.

Institution: A building, or building complex, occupied by a nonprofit establishment for public or semi-public use.

Institution of Higher Learning: Public or private vocational and trade schools, academies, colleges, and universities including classrooms, administrative offices, cafeteria, athletic facilities, dormitories, and off-street parking areas.

Junkyard: A lot, land, or structure, or part thereof, used primarily for the collecting, storage, and sale of wastepaper, rags, scrap metal, or discarded material; or for the collection, dismantling, storing, and salvaging of machinery of vehicles not in running condition, or for the sale of parts thereof.

Landscape Area: That area within the boundaries of a given lot consisting primarily of plant materials, including but not limited to grasses, trees, shrubs, flowers, vines, ground covers, and other organic plant materials; or grass paver masonry units installed so that the appearance of the area is primarily landscaped.

Licensed Vehicle: An operable vehicle with a currently valid license.

Loading Space: A space within the main building or on the same zone lot, providing for the standing, loading, or unloading of a vehicle.

Lodging Unit: A separate room in a bed and breakfast home with one (1) but not more than two (2) beds or two (2) sets of two tiered bunks for sleeping purposes.

Macrocell: An antenna or antennas mounted on a tower, ground-based mast, rooftops, and other towers or structures, at a height that provides a clear view over the surrounding buildings and terrain.

Major Commercial Site Plan: A Major Commercial Site Plan is a required plan, approved by the Planning Commission, when the following conditions exist:

1. When two (2) or more main buildings containing permitted uses are to be simultaneously erected and maintained on the same zone lot in the R-3, R-4, C-P, C-O, C-1, C-2, C-3, or I-1 Districts.
2. When a condominium development is proposed in the R-3 or R-4 Districts, either new or conversion condominium, containing ten (10) units or more, within one (1) or more structures on one (1) or more zone lots.
3. When a multi-family residential development is proposed in the R-3 or R-4 Districts which will contain ten (10) or more units within one (1) structure on the same zone lot; and
4. When a commercial development in the C-P, C-O, C-1, C-2, or C-3 Districts is proposed which will contain twenty-five thousand (25,000) gross square feet or more in one (1) main building containing permitted uses on the same zone lot.

Mobile/Manufactured Home: A structure, transportable in one or more dependent sections, whether or not constructed in conformance with the National Manufactured Housing Construction and Safety Standards Act, which is built on a permanent chassis and designed to be used as a single-family residential dwelling unit.

Mixed-Use Development: A single building or complex of buildings containing a mixture of residential and commercial uses provided that the commercial uses are located at and oriented toward the street grade and all parking is accounted for all uses.

Mobile/Manufactured Home Subdivision: A subdivision consisting of two (2) or more lots and meeting all requirements of the Subdivision Regulations of the City of Gillette; the lots of which are intended to be sold, leased, or assigned for use by mobile/manufactured homes to create a suitable environment for long-term residential occupancy.

Modular Home: A structure, transportable in one or more dependent sections, designed for use as a single-family residential dwelling unit, not built on a permanent chassis, capable of being transported from place of fabrication to the site on which it is to be erected, where it is placed on a permanent foundation and, when assembled, meets all of the provisions of the current City of Gillette Building Code for residential dwelling units.

Motel: A building or series of buildings in which lodging is offered for compensation, and which is distinguished from a hotel primarily by reason of providing direct, independent access to and adjoining parking for each rental unit.

Motor Vehicle Salvage: The dismantling or demolition of motor vehicles for parts.

Motor Vehicles: Inclusive of passenger vehicles and any other motorized heavy equipment, commercial trucks, buses, semi-tractor trailers, tractors, farm implements, and other utility vehicles.

Multiple Family Dwelling: A structure containing three (3) or more dwelling units on one (1) zone lot. This term can be abbreviated as a Multi-Family Dwelling.

Neighborhood Recreational Facility: A facility which provides, for a fee, predominantly indoor, recreational activities. It is intended that those limited outdoor, recreational activities which are offered to be compatible with the surrounding neighborhood must not produce or create offensive noise, vibration, smoke, dust, odor, heat, or glare at or beyond the property line.

Nonconforming Use: A nonconforming use shall be any legal use which, on the effective date of this code or as a result of subsequent amendments thereto, does not conform to the permitted uses established for the district in which the nonconforming use is located.

Nonconforming Structure: A nonconforming structure shall be any structure which, on the effective date of this ordinance or as the result of subsequent amendments thereto, does not comply with the provisions of this ordinance for the district in which the nonconforming structure is located.

Off-Premises Sign: Any sign advertising goods, products, or services, not located or sold on the premises on which the sign is located.

Off-Street Parking and Storage of Personal Vehicles and Effects: Includes outdoor storage of non-commercial, personally owned vehicles, including Recreational Vehicle(s) and licensed, self-propelled motorized units and other licensed units designed for hauling or towing.

Shall also include covered, unwalled, and/or indoor mini storage units, allowing buildings used exclusively for vehicle and personal effects storage, provided building construction and fire protection is sufficient in accordance with adopted building and fire codes.

Shall allow a small office space limited to 300 sf gross floor area.

Any structures must meet the requirements of the International Building Code and current Zoning Ordinance.

Shall not exceed more than twenty (20%) percent of the total platted subdivision area and must not exceed more than fifteen (15%) percent of the contiguous district area where multiple subdivisions exist in a single, homogeneous zoning district.

The driving surface must consist of asphalt or concrete pavement from the public street access to any required parking area for facilities with an office building, or a minimum of seventy-five (75) feet as measured along the centerline of the access driveway from the edge of the paved public street for facilities without an office building.

Type J gravel or recycled pavement materials is acceptable for surfacing of vehicle parking, storage, and drive areas not including the required parking area for facilities with an office or the aforementioned seventy-five (75) foot minimum access driveway area. Scoria surfacing is not allowed.

Screening must be provided when residential uses are within 100 feet from the "established off-street parking and storage of personal vehicles and effects" area. Screening must be at least six (6) feet in height. Chain link fencing or chain link fencing with slats shall not be permitted to meet screening requirements in accordance with Section 4 Landscaping and Screening Standards. Screening must have a minimum opacity of seventy-five (75%) percent.

On-Premises Sign

On-Premises Sign: Any sign identifying or advertising a business, person, activity goods, products or services, located on the premises where the sign is installed and maintained.

Open Space: That portion of a zone lot not occupied by a structure, not utilized for parking, and not otherwise used in the operation of the permitted use. Setback areas meeting this definition shall be considered as open space.

Parking Lot: A defined area where patrons can park for a short period of time while visiting a business.

Parking Space: An off-street space available for the parking of one (1) motor vehicle, being nine (9) feet in width and eighteen (18) feet in length, exclusive of passageways and driveways, and having direct access to a street or alley.

Passenger Vehicles: cars, light trucks, vans, motorcycles, RVs, or any other vehicles intended to transport persons and light cargo.

Permitted Use: A use enumerated for a zoning district.

Public Utility: Any person, firm, corporation, municipal department, or board duly authorized to furnish and furnishing under State or municipal regulations to the public electricity, gas, steam, communication, telegraph, transportation, or water.

Rear Line: The three following circumstances apply:

1. On any zone lot, with but one (1) front line, the rear line will be the boundary of the zone lot opposite the front line;
2. On any zone lot with two (2) front lines, the rear line shall be fixed by the Development Services Division, taking into consideration the orientation and location of existing structures in the area, probable orientation of proposed structures, and the use of the rear portion of zone lots in the district; and
3. On any zone lot with three (3) or more front lines, there shall be no rear line.

Recreational Facilities: Land and structures, along with accessory equipment, designed and utilized for leisure time activities of a predominantly "outdoor" nature and of more specific purpose than passive, park-like open space.

Recreational Vehicle Park: A tract of land upon which two (2) or more recreational vehicles or tent sites are located, established, or maintained for occupancy by the general public.

Recreational Vehicle: Any pickup camper, motor home, travel trailer, or other mobile unit designed or modified to be used for vacation or recreational occupancy.

Residential Development Sign: A sign identifying a subdivision, planned mobile home development, or residential building complex; displaying no more than the name and location of the development.

Restaurant:

a. **Fast Food**: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready to consume state for consumption on the premises or off the premises, and whose principal method of operation includes one or both of the following characteristics:
    a. Food and beverages are usually served in edible containers or in paper, plastic, or other disposable containers.
    b. Food and beverages are served directly to the customer in a motor vehicle, either by carhop or by other means, which eliminate the need for the customer to exit the motor vehicle.
b. **Standard**: An establishment whose principal business is the sale of prepared food and beverages for consumption within the restaurant building, and whose principal method of operation includes one or both of the following characteristics:
    a. Customers are served their food and beverages by a restaurant employee at the table or counter at which it is consumed.
    b. There is a cafeteria type operation where food and beverages generally are consumed within the restaurant building.

Rooming House: A building where more than three (3) persons, either individually or as families, are housed or lodged for hire, with or without meals. No separate cooking facilities for use by customer residents is allowed.

Sandwich Board Sign: An advertising or business ground sign which is constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; and each angular face held at an appropriate distance by a supporting member.

Screening: A vertical construction, either vegetative or structural, that shields an area that has relatively high negative effects from the view of adjacent land uses or properties, or public property and rights-of-way.

Setback Lines: The lines defining the buildable area of the zone lot and the inside limits of the required yards.

Sexually Oriented Businesses: Classified and defined in Chapter 10-31 of the Gillette City Code.

Shared Living Residence for Senior Citizens: A dwelling unit constructed as a single-family home designed to promote and allow for the independent living of no more than four (4) related or unrelated 55-year-old or older individuals.

1. In the R-R, Rural Residential District and the R-S, Suburban Residential District, no more than six (6) related or unrelated 55-year-old or older individuals; no separate in-room kitchen facilities for use by occupants is permitted.
2. Shared Living Residences do not include any or all of the following: permanent live-in resident staff personnel, permanent supportive care services, or permanent personal nursing care on an around-the-clock basis.
3. Parking must be provided in accordance with SECTION 5. Off-street Parking and Loading.

Side Lines: Any boundary or a zone lot that is not a front line or a rear line.

Sight Triangle or Sight Distance Triangle: A triangular portion of land at the intersection of two (2) streets, a street and an alley, or a street and a commercial or multi-family driveway; used by more than one (1) living unit, in which nothing shall hereafter be erected, placed, or planted which would obstruct the view of motorists entering or leaving the intersection. The boundary of any sight distance triangle as well as the permitted obstructions within them shall be determined according to the terms of the current City of Gillette Design Standards.

Sign: Any device or display of letters, words, models, banners, flags, pennants, symbols, or other representations which are in the nature of an announcement or advertisement or calls attention to a product, service, organization, person, or event. The word "sign" does not include the flag, pennant, or insignia of any nations, state, city, or other political units.

Sign; Directional or Informational: Any sign of thirty-two (32) square feet or less which directs vehicular or pedestrian traffic for purposes of parking, circulation or sale points of various products and services. No directional or informational sign may contain any business name, advertising, price, or other commercial message with the exception of a business logo not to exceed twenty-five (25%) percent of the area of the sign face.

Single-Family Dwelling

Single-Family Dwelling: a single, detached structure having but one (1) dwelling unit for the residential occupancy of any number of persons related by blood, marriage, or adoption and complying with the provisions of the current City Building Code for dwellings. Mobile/Manufactured Homes are not considered single-family dwellings for the purpose of this code.

Small Cell: Compact wireless equipment that contain their own transceiver equipment and functions like cells in a wireless network and meet the following criteria:

1. Each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and
2. All other wireless equipment associated with the wireless communications facility is cumulatively no more than seventeen (17) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Stealth Design: Technology that minimizes the visual impact of wireless communications facilities by camouflaging, disguising, screening, or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights, and architecturally screened roof-mounted antennas, or antennas attached to a structure and painted to match.

Storm Water Management Facilities: Facilities that contain runoff for temporary storage in major storm events.

1. **Detention Facilities:** Store water in a basin for a limited amount of time.
2. **Retention Facilities:** Store water in a basin for extended periods.

Structure: Anything constructed or erected, the use of which requires a more or less permanent location on the ground. Fences, signs, driveways, utility poles and lines, railways, monuments, statuary, flagpoles, roadways, and bridges are not considered structures for the purposes of this ordinance.

Substantial Change: A modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten (10%) percent or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten (10%) percent or more than ten (10) feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a);
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;
3. For any eligible support structure, it involves installation of more than the standard four (4) cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten (10%) percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. It involves any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in A-D.

Taxidermy: An operation conducted solely within an enclosed building to include on-site preparation, stuffing, and mounting of heads and skins of animals. Exterior storage or processing of carcasses or parts of animals is prohibited.

Temporary Business Sign: A sign which is portable and does not have a permanent location, which is used to advertise special purpose business activities for a limited amount of time.

Temporary Construction Sign: A sign identifying new development or construction and including such information as the name of the project, the owner, the leasing agent, the contractor, the architect, and brief descriptive material on the project or other pertinent data.

Tower: Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

Tower Height: The vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten (10) feet in height, shall not be included within the tower height.

Tower Site: The following circumstances apply:

1. In relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easement currently related to the site.
2. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.

Townhouse: A rowhouse or other unit in a building containing two (2) or more units, in which generally no part of a living unit extends over or under another living unit. Townhouse units may consist of one (1) or more stories.

Transmission Equipment: Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tree: A woody plant having at least one well-defined trunk or stem and a more or less definitely formed crown, usually attaining a mature height of no less than eight feet.

Two-Family Dwelling: A building constructed on a single lot that is designed for and contains two (2) single-family dwelling units entirely under one (1) roof that are completely separated from each other by one (1) dividing partition common on each unit.

Unit: That portion of a condominium or townhouse building designated for separate ownership on a recorded plat.

Unlicensed or Inoperable Vehicle: A motor vehicle which does not have a valid State license, is not mechanically able to operate, or which cannot otherwise legally operate on the highway.

Utility Support Structure: Utility poles or utility towers supporting electrical, telephone, cable, or other similar facilities; street light standards; or pedestrian light standards.

Variance: A variance is a formally given permission to perform an act that is contrary to the strict interpretation of the Zoning Code. This is appropriate when literal enforcement of the terms of the Zoning Code will result in an unnecessary hardship that prohibits property from being used in a manner similar to other property in the same district.

Vehicle Stacking: The minimum required length of an on-site drive aisle necessary to allow for the movement of vehicles within a parking lot to a drive-up window service or other drive-thru services without impeding the flow of traffic on-site and off-site.

Victim Service Agency: A private nonprofit organization whose primary mission is to provide direct services to victims of domestic violence. This term includes permanent housing providers—including rapid re-housing, domestic violence programs (shelters and non-residential), domestic violence transitional housing programs, dual domestic violence and sexual assault programs, and related advocacy and supportive services programs.

Wireless Communication Facilities (WCF): An unstaffed facility, location, or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes; typically consisting of one (1) or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cells.

Xeriscape: A landscape design technique that minimizes water consumption by using some or all of the following techniques:

1. Using low water demand plants;
2. Grouping plants by water demand or specific cultural characteristics;
3. Reducing turf areas or using turf materials that have low water demand;
4. Using mulches to cover soil and save moisture;
5. Using efficient irrigation layouts that zone plants that have specific watering needs;
6. Minimizing evaporation of water; and
7. Performing regular maintenance to maintain water conserving characteristics.

This ordinance encourages the use of xeriscape techniques and methods in order to conserve water throughout the City.

Yard: A space on the same lot with a main building, open, unoccupied and unobstructed by buildings or structures from the ground upward.

1. **Front:** The required open space extending across the full width of a zone lot between the front line and an authorized structure. On a corner lot, the required open space adjacent to all street frontages will be considered front yards.
2. **Rear:** The required open space between the rear lot line and a structure containing a permitted or an accessory use.
3. **Side:** The required open space between the sideline of the zone lot and an authorized structure on the zone lot.

Zero Lot Line: A common lot line on which a wall of a structure may be constructed.

Zone Lot: A single parcel of contiguous land occupied, or intended to be occupied, by structures and uses, as permitted by this code, together with the open spaces required by this code. All zone lots must abut on a public street or an officially approved way.

Zoning Administrator: the Zoning Administrator is the City Planning Manager of the City of Gillette.

Planning Requirements

PL2024-0095 - Zoning Text Amendment – Zoning Ordinance Rewrite

The are no Planning Requirements for this Case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ October 22, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Cristal Pratt, Richard Cone, and Matthew Nelson

Commission Members Absent: Vice-Chair Ryan Conklin, Ian Scott, and Jack Colson.

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of October 8, 2024. Cristal Pratt seconded the motion. Motion carried 4/0.

Meredith Duvall gave a presentation to the Planning Commission of the Zoning Ordinance rewrite, highlighting the history of the rewrite and changes that have been made to the proposed updated Zoning Ordinance.

Case No. PL2024-0091 MINOR SUBDIVISION 2202 Gallery View Drive

The applicant, Dan & Cheryl Barton, seek to create a 0.57-acre parcel from a larger 77.65-acre parcel of unplatted land. This subdivision will also create an extension of the right-of-way (ROW) of Waterfall Road to enable access and the future extension of utilities. The purpose of this subdivision is to enable the owner to sell this new parcel of land to an adjacent landowner at 6512 Waterfall Rd.

The parcel is currently zoned Ag, Agricultural District. This lot will not be able to be utilized for residential occupancy unless it is rezoned.

As this parcel is zoned Ag, the extension of utilities will not be required until development. Currently, water and sewer in the area are privately owned by Crestview Estates. The future extension of the private water and sewer mains will require coordination with Crestview Estates by the owner but will still be required to meet City of Gillette Subdivision Regulations.

Shannon Stefanick said the city received general inquiries only from the public on the case with no issues.

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

Richard Cone asked if curb and gutter would be put in now or when the property was developed. Shannon Stefanick said when the lots are purchased the new owners would look at development of the lots including the curb and gutters. Mr. Cone asked if the city would require city sewer be connected to the lot before issuing a building permit. Ms. Stefanick said it would depend what the owner planned for the lot. If the new owner was building a building that required water and sewer they would have to extend the utilities and meet the regulations. However, if for example a shed for animals only were being built the utilities would not be required to be extended onto the lot. Ms. Stefanick said the new

owner could petition to change the zoning in the future, however to change the zoning was not part of the case this evening.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 4/0.

Case No. PL2024-0090 MINOR SUBDIVISION 6350 Swanson Road

The owner is seeking to subdivide 6350 Swanson Road into three properties. The purpose of this subdivision is for ownership purposes.

Proposed Lot 7B will be 1.30 acres and currently has a commercial structure on it that is serviced by city utilities; Lot 7C will be 1.14 acres and will have access to city utilities; Lot 7D will be 1.31 acres and will have access to city utilities.

The current zoning of 6350 Swanson Road is I-2, Heavy Industrial District and is not proposed to change at this time.

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

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

Chair Hottell asked if there were any requirements to have access easements for the middle property. Ms. Duvall said Swanson Road runs in front of all three properties and they will all have access to the road.

There being no further comments or questions Richard Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 4/0.

Case No. PL2024-0095 ZONING TEXT AMENDMENT Zoning Ordinance Rewrite

The City of Gillette Planning Division is requesting the approval of the Zoning Ordinance Rewrite, to be known as the official City of Gillette Zoning Ordinance or “Zoning Code”, replacing the existing Zoning Ordinance that was adopted by City Council through Ordinance No. 979 on January 23, 1979.

In 2018, City Planning Staff requested and was granted permission by City Council to undertake an in-house rewrite of the Zoning Ordinance. With the intent to modernize the code and provide residents more flexibility while still maintaining even regulation, City Staff began work. Due to several factors outside of the City Planning Staff’s control, the completion and adoption of the rewrite had been delayed on several occasions.

The City Council will consider the proposed Zoning Text Amendment as a Public Hearing and First Reading at their meeting which is scheduled for November 19, 2024.

Meredith Duvall said the city has received multiple inquiries from the public on the case through the years. Many citizens have been informed concerns and inquiries would be addressed in the Zoning Ordinance rewrite. Some Zoning Text Amendments have taken place while waiting for the Zoning Ordinance rewrite, Ms. Duvall said, like carports being accepted.

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

DRAFT

There being no further comments or questions Cristal Pratt made a motion to approve the case, and Richard Cone seconded. The Motion carried 4/0.

OLD BUSINESS — None.

NEW BUSINESS — Meredith Duvall said the next meeting will be November 12, 2024, and there will be an update of the Comprehensive Plan at the Planning Commission meeting on December 10.

ADJOURNMENT — The meeting was adjourned at 5:50 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2024-0095**
	)	**CITY OF GILLETTE ZONING ORDINANCE UPDATE AND REWRITE**
PETITIONER	)	**CITY OF GILLETTE**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on October 22, 2024 for hearing on adopting a new Zoning Code as a text amendment filed by the Petitioner, the City of Gillette. Petitioner seeks to adopt an updated version of the entire Gillette City Code Zoning Ordinance. Chairman Sean Hottell, chairman of the Commission presided. Commissioners Richard Cone, Matthew Nelson, and Cristal Pratt were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings, as well as on behalf of the Petitioner. The Commission, having heard the statements and evidence presented by the Case Manager/Petitioner, and having considered the matter, reviewed the case herein, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning Ordinance.

2. Petitioner is requesting a text amendment via adopting an updated version of the entire Gillette City Ordinance Zoning Code.

3. Case Manager/Petitioner established the current intent of the Code requiring all proposed amendments to the Zoning Ordinance through Text Amendment Procedures as required by

Section 12.a., of the Code is to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety and general welfare.

4. Petitioner established that the Zoning Text Amendment will change code to update it, with examples of the texts and tables and images that will be updated within the new version of the Zoning Code.

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

6. At the hearing, the Case Manger/Petition presented information that demonstrated that the proposed updated Zoning Code changes will not adversely affect the City and does work to recognize changing conditions within the City, for the promotion of the public health, safety, or general welfare.

7. The Case Manager/Petitioner stated that the updated Zoning Code had been going on for quite some time, and although there were comments along the way she did not have a specific number or list of said comments.

CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed, and the Board must hear taxpayer complaints and hold hearings after proper notice.

2. Under Section 12.a Statement of Policy, it is the intent of the City of Gillette that the zoning ordinance, which includes both the ordinance and the district zoning map have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. "…the ordinance and map shall not be amended, except to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that

amendments be adopted for the promotion of the public health, safety and general welfare."

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

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

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

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

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

8. The Board was presented with the Petitioner's Text Amendment as an adoption of the updated Gillette City Code Zoning Ordinance.

9. The Board voted 4/0 in favor of approving the updated Gillette City Code Zoning Ordinance based on changing conditions in the City, with the promotion of the public health, safety, and/or general welfare. The Commission forwards the case to the City of Gillette City Council.

NOTICE

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

DATED THIS _____ day of November, 2024.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Shannon Stefanick, City Planner

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road. (During the November 5th council meeting, a public hearing was held for this Item. City Council took action to postpone consideration until the December 3rd Council meeting)

BACKGROUND:

JRP Enterprises submitted an application for a new Bar and Grill Liquor License to the City Clerk's Office. The application and correlating documents were submitted to the Wyoming Liquor Division, who reviewed and accepted the application as complete. A Public Hearing Notice was published in the News Record on October 22, 2024, and October 29, 2024.

At the November 5, 2024 City Council Meeting, the consideration of this liquor license was postponed until the December 3rd meeting to allow City staff and Councilmembers to review revenue numbers of Expresso Lube to ensure they meet the requirements of Wyoming Statute which requires that 60% of revenue come from food and/or entertainment, and no more than 40% from alcohol sales.

If approved, the newly issued license would expire on March 31, 2025 in conjunction with all Gillette Liquor Licenses. Upon approval of the new license, the applicant will submit a renewal application to the Clerk's Office, for consideration with the annual liquor license renewals in February.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a New Bar and Grill Liquor License, BG-07, to JRP Enterprises LLC, d.b.a. Expresso Lube, located at 605 W. Lakeway Road.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
Application
Applicant Letter
Food Service Permit

☐ Financial Letter of Good Standing
☐ Operation Plan

(7/23)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City / Town / County Clerk Local License #: BG-07

License Fees
- Annual Fee: $ _____
- Prorated Fee: $ 1,200.00
- Transfer Fee: $ _____
- Publishing Fee: $ 90.00

Date filed with clerk: 10 / 15 / 2024

Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 10/22/2024 & 10/29/2024

Public Hearing Date: 11 / 5 / 2024

Publishing Fee Direct Billed to Applicant: ☐

License Term: 11 (Month) / 6 (Day) / 2024 (Year) Through 03 (Month) / 31 (Day) / 2025 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant (Business Name): JRP Enterprises LLC

Doing Business As (DBA) / Trade Name: Expresso Lube

Building to be licensed / Building Address: 605 W. Lakeway Rd (Address Number, and Suite or Unit Number, and Street or Road Name)

Gillette (City) WY (State) 82718 (Zip) _____ (County)

Local Mailing Address: Same (Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

_____ (City) _____ (State) _____ (Zip) _____ (County)

Local Business Telephone Number: 307-682-7339 Fax Number: 307-682-7454

Business E-Mail Address: Expressolube@yahoo.com

Business Primary Contact: Josh (First Name) Peterson (Last Name)

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OF OWNERSHIP
  - ☐ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY / TOWN OF: Gillette
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
  - ☐ LP ☐ LLP ☐ LLLP
  - ☒ LLC ☐ LC
- ☐ CORPORATION (INC)
- ☐ POLITICAL SUDIVISION
- ☐ ORGANIZATION
- ☐ OTHER ___

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

- ☐ RETAIL LIQUOR LICENSE
  - PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)
  - ☐ ON-PREMISE BAR
  - ☐ OFF-PREMISE PACKAGE STORE
  - ☐ ON & OFF PREMISE BAR & PACKAGE STORE
- ☐ RESTAURANT LIQUOR LICENSE
- ☒ BAR AND GRILL LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- **LIMITED RETAIL LIQUOR LICENSE (CLUB)**
  - ☐ VETERANS CLUB
  - ☐ FRATERNAL CLUB
  - ☐ GOLF CLUB
  - ☐ SOCIAL CLUB
- ☐ MICROBREWERY PERMIT
- ☐ WINERY PERMIT
- ☐ MANUFACTURER SATELLITE PERMIT
- ☐ WINERY SATELLITE PERMIT
- ☐ COUNTY MALT BEVERAGE PERMIT
- ☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

- ☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
- ☐ GOLF CLUB (W.S. 12-5-201(f))
- ☐ GUEST RANCH (W.S. 12-5-201(f))
- ☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
- ☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
- ☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

- ☒ FULL TIME
- ☐ SEASONAL
- ☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION: from _____ to _____ ☒ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION: from _____ to _____ ☒ Every Day (Mon-Sun)

HOURS OF OPERATION: from 10am to 10pm M-F ☐ 24 Hours a Day

Sat & Sun 7am - 10pm

(7/23)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1 OCT-15 '24 AM10:35

1. **BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☒ YES (own)
(b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page_____paragraph_____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page_____ paragraph_____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

2. **LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. **INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -**

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. **RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)**

Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO

5. **RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☒ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

6. **BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)**

Is a copy of the valid food service permit or the approved permit application attached? ☒ YES ☐ NO

7. **RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☒ NO
(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☒ NO
(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☒ NO
(d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☒ NO
(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☒ NO
1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

8. **MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)**

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

(7/23)

OCT-15 '24 AM10:35

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Josh C. Peterson	5/30/80	92 Penrose Peak 307 Gillette WY 82718	6089787	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(7/23)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Josh C. Peterson	5/30/80	92 Penrose Peak Gillette, WY 82718	307-689-9787	1.5yr	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

☑ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).

n/a ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).

n/a ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)

☑ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)

n/a ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

n/a ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 10th day of October, 2024 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Joshua C Peterson	Owner
2)			
3)			
4)			
5)			

Witness my hand and official seal: _____
Signature of Notary Public

ASHLEY URBAN
(SEAL) NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 161202
MY COMMISSION EXPIRES: 02/27/2028

My commission expires: 2/27/28

Notes: Expresso Lube is a unique business. We have an oil changing side for car maintenance. While you are waiting we have a cafe. In the cafe side we offer food & drinks. We have a full kitchen and espresso bar. If we could get a bar & grill liquor license we could expand our menu and provide more products. Expresso Lube was established in 2010. We have a solid and reliable history in the community. We have the space, parking and kitchen to meet the requirments for the license.

Issued by:

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

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 12637

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

Issued to:

EXPRESSO LUBE
605 W LAKEWAY RD
GILLETTE, WY 82718

JRP ENTERPRISES
JOSH PETERSON
605 W LAKEWAY RD
GILLETTE, WY 82718

EXPIRATION DATE:
7/27/2025

Director of Dept. of Ag

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

PO Box 3002 • 2400 S Douglas Highway • Gillette, WY 82718 • (307)686-3331 • Fax: (307)686-3363 • cwestbrook@fnbgillette.com

October 10, 2024

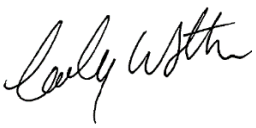
To whom it may concern

RE: JRP Enterprises LLC d.b.a. Expresso Lube LLC

JRP Enterprises LLC has been a valued customer of First National Bank of Gillette since 2009. They have had an active account with us since 2009 and have paid on time and as agreed on all loans.

If you require further information, please feel free to contact me at 307-686-3331.

Best regards,



Cassidy Westbrook
Vice President
Commercial Loan Officer
NMLS # 1628905

Gillette Police Department

P.O. Box 518
Gillette, WY 82717
Website: www.gillettewy.gov

Administration: (307) 686-5232
Non-Emergency: (307) 682-5155
Administration Fax: (307) 686-0396

Chief of Police
Chuck Deaton

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: JRP Enterprises

Common name (doing business as): Expresso Lube

Street address: 605 W. Lakeway Road Gillette WY 82718

Phone #: 307-682-7339 (store) (Josh cell) 307-689-9787

Type of license: Retail Limited Restaurant (Bar & Grill) Delivery

Hours of Operation

Our planned hours of operation are: 6am - 10pm M-F
Saturday - 7-10
Sunday - 7-10

Last call will be 30 **minutes before closing and last service will be** 20 **minutes before closing.**

Format

The premises will be operated as: Cafe side is wanting to serve alcohol. We are willing to make facility changes to seperate the Lube shop, to operate as a bar & grill. Still serve all the same drinks & food as normal just offer some alcoholic drinks & open later.

Include:

Nature of business	Regular Events	Special Events
Bar	Happy hour	Competitions of strength
Package Liquor	Live Entertainment	Sexually oriented entertainment
~~Restaurant~~		Other special events

(All outside events require a malt beverage or catering permit.)

Security / Crowd Control / Capacity Limits

The official capacity limit for our business is: 49

In order to comply with our capacity limits we shall: The Steff will manage Customer flow by wait list, or limited seating. Prioritize out door seat when possible. Post signage. Have sufficient exits

We shall maintain peace and order in and around our business by: Staff training, hire a bouncer if needed, call local police or 911

Rules of the establishment shall be enforced by: Staff

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen to twenty year old servers in restaurants if applicable, our establishment will: Verify age at time of employment. Will not allow 18-20 years olds to mix or dispense alcohol. Only serve alcohol we will have a qulifiedofaged bartender.

If you retain full retail license, do you plan on alcohol delivery? Yes or (No)
What is your operational plan to ensure compliance with state statute if you answered yes?

Signature of License Holder — 10/10/24 Date

Joshua C. Peterson
Printed Name

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Things to Know Video for December 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Chapter 11 Follow-Up

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of the Council of Community Services Office Remodel and Telecommunications Improvements Project, Installed by Hladky Construction, Inc., in the Amount of $496,358.59.

BACKGROUND:

The City of Gillette sponsored the Council of Community Services Office Remodel and Telecommunications Project, providing project management and contract administration services for the Council of Community Services. The project provided much needed telecommunications improvements, additional office spaces, refurbished restrooms in the main office building, and improved internet connectivity to the Council of Community Services campus located at 114 4-J Road and 115 Rohan Avenue.

WHY NEEDED: Previous to the completion of this project, the Council of Community Services campus lacked a reliable intranet telephone system, meaning that calls could not be transferred from one building to another within the campus. The project established an improved intranet throughout the campus providing streamlined telephone capabilities as well as fiber-optic internet connectivity. Further, the project remodeled the interior of the main Administration building; providing improved security, refurbished restrooms, new flooring, ADA accessibility improvements, and additional office spaces.

SCHEDULE: Notice to Proceed was issued on Tuesday, January 9, 2024. The project was completed on July 30, 2024. All work was completed within the contract time and no liquidated damages were assessed.

ACTUAL COST VS. BUDGET:

Monies for this project are provided through the Council of Community Services and a Community Development Block Grant (CDBG). The project was fully funded through the CDBG monies in the amount of $423,548.24 and matching funds provided by the Council of Community Services in the amount of $72,810.00.

SUGGESTED MOTION:

I move for Approval of the Acceptance of the Council of Community Services Office Remodel and Telecommunications Improvements Project, Installed by Hladky Construction, Inc., in the Amount of $496,358.59.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
23EN11-Contractors Affidavit
23EN11-Certificate of Final Completion
23EN11-Certificate of Substantial Completion
23EN11-Warranty
23EN11-Reference Map

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: 7/30/2024

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hladky Construction, Inc. the Contractor, dated October 17th, 2023.

For the Council of Community Services Office Remodel and Telecommunications Improvements Project
Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

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

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

Hladky Construction, Inc.
Contactor

7/30/2024
Date

1100 N Gurley Ave.
Address
Gillette
City
Wyoming
State
82716
Zip Code

Justin Eliassen
Signed by

Project Manager
Title

Subscribed and sworn to before me this 30th day of July, 2024.

Kimi L. Balfanz
Notary Public

My Commission Expires: 11/15/2028

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

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project: Council of Community Services Office Remodel and Telecommunications Improvements Project

Project No.: 23EN11

Owner: City of Gillette

Date of Contract: October 17th, 2023

Contractor: Hladky Construction, Inc.

Project Manager: Tobias Fiske

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

_____
Date of Final Completion

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

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

DATED this 30th day of July, 2024

Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **30th** day of **July**, 20**24**

Witness my hand and official seal

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

Notary Public

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

CITY OF GILLETTE

Shay Lundvall, Mayor — Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Council of Community Services Office Remodel and Telecommunications Improvements Project

Project No.: 23EN11

Owner: City of Gillette

Date of Contract: October 17th, 2023

Contractor: Hladky Construction, Inc.

This Certificate of Substantial Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

Friday, June 21st 2024
Date of Substantial Completion

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

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

_____ Amended Responsibilities
_____ Not Amended

Owner's Amended Responsibilities:
Not Amended

_____

_____

Contractor's Amended Responsibilities:
Not Amended

_____

_____

The following documents are attached to and made part of this Certificate:
Final Completion Punch List

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

DATED this **30th**, day of **July**, 2024

Hladky Construction
CONTRACTOR (COMPANY NAME)

Project Manager
~~SIGNATURE~~ (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **30th** day of **July**, 20**24**

Witness my hand and official seal

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

Notary Public

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

CITY OF GILLETTE

Shay Lundval, Mayor — Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

WARRANTY

(Contractor)

Hladky Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Council of Community Services Office Remodel and Telecommunications Improvements Project (23EN11) FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Council of Community Services Office Remodel and Telecommunications Improvements Project (23EN11)

DATED this **30th** day of **July**, 20**24**

Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by **Justin Eliassen**, this **30th** day of **July**, 20**24**

Witness my hand and official seal

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

Notary Public

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

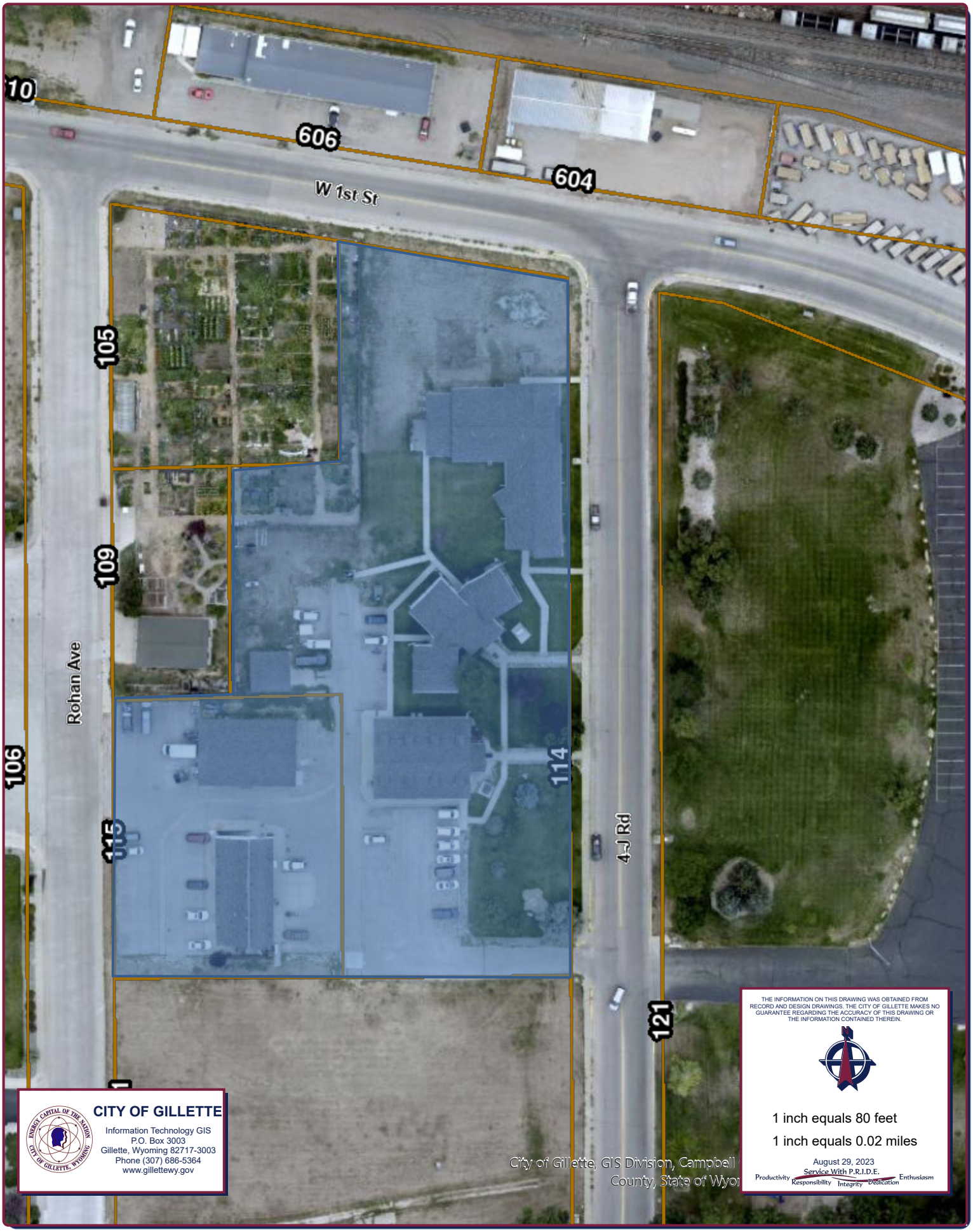
APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

23EN11-CCS Office Remodel and Telecom Project



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

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

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

1 inch equals 80 feet

1 inch equals 0.02 miles

August 29, 2023

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

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Contract Amendment for Construction Management and Contract Administration Services Related to the Enzi Practice Field Improvements Project with PCA Engineering, Inc., in the Amount of $112,200.00.

BACKGROUND:

This project relates to improvements to the Enzi Practice Fields to the southwest of the Enzi Drive and Shoshone Avenue intersection. This Contract Amendment will provide Construction Management, Construction Observation and Contract Administration services during the installation of the project.

HISTORY: The Construction Contract for the installation of the Enzi Practice Fields Project was awarded to PRC, Inc. on November 5th, 2024, in the amount of $1,891,308.50. The Enzi Practice Fields in their current state do not provide a safe or playable area for the various youth sport entities in the community. They also pose an ongoing maintenance challenge for the Parks and Streets Divisions due to their generally underdeveloped condition.

WHY NEEDED: The Enzi Practice Fields are frequently used by various youth sport entities in the community and the need to improve the playability of these fields was indicated by City Council and City Administration. The Contract Amendment will provide for Engineering Services typically required during installation of City of Gillette projects to ensure compliance with City of Gillette Construction Specifications, design intent and quality assurance of work performed.

ANTICIPATED SCHEDULE: Construction for this project is anticipated to begin in spring of 2025. However, the contract allows for the start of work as early as weather allows. Project completion is anticipated for fall of 2025. The fields are anticipated to be in a “playable” condition by spring of 2026.

ACTUAL COST VS. BUDGET:

The Contract Price of the services related to this amendment is $112,200.00 which is in line with the budget for this project. Monies for this project are allocated in the General Fund. The amended contract value is summarized below:

Original Contract Value:	$100,460.00	Design and Bidding Services
Net Change of Previous Amendments	$7,500.00	Additional Design Related to Lighting Alternate
		Construction Management

Increase of this Amendment No. 2	$112,200.00	and Contract Administration Services
Contract Value Incorporating Amendment No. 2	$219,960.00	

SUGGESTED MOTION:

I move for Approval of a Contract Amendment for Construction Management and Contract Administration Services Related to the Enzi Practice Field Improvements Project with PCA Engineering, Inc., in the Amount of $112,200.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
24EN27-PCA Engineering-Contract Amendment No. 2
24EN27-PRC Inc.-Notice of Award
24EN27-Overall Site Plan

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **2**

Owner: **City of Gillette**
Engineer: **PCA Engineering, Inc.**
Project: **Enzi Practice Field Improvements (24EN27)**
Effective Date of Owner-Engineer Agreement: **May 7, 2024**
Nature of Amendment: (Check those that apply)

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

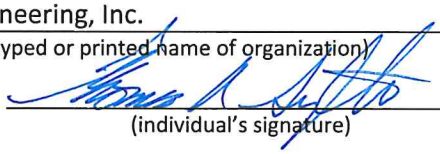
Description of Modifications:

Construction Management Services

Agreement Summary:

Original agreement amount:	$ 100,460.00
Net change for prior amendments:	$ 7,500.00
This amendment amount:	$ 112,000.00
Adjusted Agreement amount:	$ 219,960.00
Change in time for services (days or date, as applicable):	Per Contractor's contract time

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____

Owner	Engineer
City of Gillette	PCA Engineering, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: 
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: 11/19/24
(date signed)	(date signed)
Name: _____	Name: Thomas A. Sylte
(typed or printed)	(typed or printed)
Title: _____	Title: President
(typed or printed)	(typed or printed)

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CONSTRUCTION MANAGEMENT

Prepared By: TAS

Project: **Enzi Practice Field Improvements 24EN27 - CM**

Date: November 18, 2024

Proj. No.: 244023.50

ACTIVITY	PROJECT MANGR. P.E.	PROJECT ENGR.	ENGR. INTERN	GEOTECH MANGR.	ENGR. TECH	RECEPTION OFFICE ASST.	SURVEY INTERN (Office)	SURVEY INTERN (Field)	PLS (Office)	PLS (Field)	SURVEY TECH (Office)	SURVEY TECH (Field)	TOTAL OFFICE	TOTAL FIELD	SUB TOTAL
Construction Management													$ -	$ -	
Project start up	4		2				2	2					$ 1,030.00	$ 150.00	
Pre-const. Conf	2		2										$ 540.00	$ -	
Shop Drawings	8												$ 1,360.00	$ -	
Contr. admin & inspection	60		600										$ 70,200.00	$ -	
Material Testing													$ -	$ -	
Client/Contr. Mtngs	20												$ 3,400.00	$ -	
Change Orders	12												$ 2,040.00	$ -	
Pay Request Reviews	24												$ 4,080.00	$ -	
As-Built Drawings and Submittals	40		16										$ 8,400.00	$ -	
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													$ 91,050.00	***$ 150.00***	***$ 91,200.00***
TOTAL HOURS	170	0	620	0	0	0	2	2	0	0	0	0			
HOURLY RATE	$170.00	$165.00	$100.00	$135.00	$95.00	$65.00	$75.00	$75.00	$135.00	$135.00	$70.00	$70.00			
													$ 91,200.00		***$ 91,200.00***
AMOUNT PER CATEGORY	$28,900.00	$0.00	$62,000.00	$0.00	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	$0.00	$0.00	$91,200.00		

REIMBURSABLE EXPENSES:

Rebar w/Cap	@	$ 10.00	each	$ -
Metal Posts	@	$ 10.00	each	$ -
Corner Recordations	@	$ 25.00	each	$ -
ATV	days @	$ 100.00	per day	$ -
Printing				$ 50
GPS Units	1.6 hours @	$ 55.00	per hour	$ 88
Travel	846 Miles @	$ 0.85	per mile	$ 719
Stantec SubConsult	1 LS			$ 5,500
Wayne Eckas SubConsult	1 LS			$ 14,443
			Total Expenses	$ 20,800
			TOTAL CM FEE	$112,000

PCA ENGINEERING, INC.
GILLETTE, WYOMING
307-687-0600

CITY OF GILLETTE
NOTICE OF AWARD

To: **Powder River Construction, Inc.**

Address: **4001 E. Collins Rd.**

Gillette, WY 82718

Project Name: **Enzi Practice Field Improvements**

Project No: **24EN27**

You are notified that your Bid, dated **October 15th, 2024**, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

Enzi Practice Fields Improvements Project: Base Bid and Add/Alt B (Cold Storage Building)

The Contract Price of your Contract is **$1,891,308.50**

Two copies of each of the proposed Contract Documents and drawings accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner, two fully executed counterparts of the Agreement.

2. Also deliver the executed Contract Documents and Contract security (Bonds) as specified in the Instruction to Bidders (Article 20), and General Conditions (Paragraph 5.01).

3. Other condition precedent:

    a. Schedule with Owner and Engineer a Pre-Construction Conference not later than thirty (30) days before starting work.
    b. Provide a proposed project schedule.
    c. _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul the Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement and associated Contract Documents.

You are required to return an acknowledged copy of this Notice of Award to the Owner within five (5) days from the date of this Notice to you.

Dated this **6th** day of **November**, 2024

City of Gillette

By: For Joe Schoen Digitally signed by Tobias Payne Fiske Location: COG Engineering Reason: I am approving this document Contact Info: tobyf@gillettewy.gov Date: 2024.11.06 09:10:56 -07'00'

City Engineer

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED.

By: Zach Fiel, this 7 day of November, 2024

Contractor

By: Powder River Construction, Inc.

Contractor

Name: Zach Fiel

Title: Estimator

1" = 125' HORIZONTALLY

ADDITIVE ALTERNATE "B"
COLD STORAGE BUILDING

FIELD #1

FIELD #2

FIELD #3

FIELD #4

SHOSHONE AVE

ENZI DRIVE

IRRIGATION P.O.C
SEE IR SHEETS

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve the Amended Professional Services Agreement for the City Hall Interior Renovation / Chiller Plant projects to Arete Design Group, from the amount of $346,780 to the amount of $435,800.

BACKGROUND:

The original Agreement was for Design and Construction Management services for the City Hall Interior Space Renovation project and the City Hall Chiller Plant as one project.With 8+ months lead time for the cooling unit, the construction for this project isn't expected until Spring of 2026. As such, isolating that scope under a separate bid with a 2026 construction timeline would be more appropriate.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Design and Construction Management Associated with the City Hall Interior Renovation project and City Hall Chiller Plant Projects to Arete Design Group, in the amount of $435,800.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

Click to download
Memo

CITY OF GILLETTE
www.gillettewy.gov

TO: Mayor and City Council

FROM: Sawley Wilde, Public Works Director

DATE: November 18, 2024

SUBJECT: Professional Services Agreement for City Hall Renovation Project #25FM01

Recommendation:

Council Consideration to approve the amended Professional Services Agreement for the City Hall Interior Renovation/ Chiller Plant projects to Arete Design Group, from the amount of $346,780 to the amount of $435,800.

History:

The original Agreement was for Design and Construction Management services for the City Hall Interior Space Renovation project and the City Hall Chiller Plant as one project.

Why:

With 8+ months lead time for the cooling unit, the construction for this project isn't expected until Spring of 2026. As such, isolating that scope under a separate bid with a 2026 construction timeline would be more appropriate.

Schedule:

City Hall Interior Renovation project estimated start time is March of 2025.

City Hall Chiller Plant project estimated start time January of 2026.

JH/jh

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the Sutherland Subdivision Mill and Overlay Project, with WWC Engineering, in the Amount of $75,000 (1% Project).

BACKGROUND:

The Sutherland Subdivision Mill and Overlay relates to identifying and implementing a Mill and Overlay to selected residential streets and collectors within the Sutherland Subdivision.

WHEN CONSTRUCTED: Most streets within Sutherland Subdivision have not received major improvement work since the mid 1990s.

WHY NEEDED: Certain areas within Sutherland Subdivision have deteriorated significantly while others remain in relatively fair condition. This design agreement will provide engineering and design services to identify those areas most in need of improvement and those areas where a Mill and Overlay will most significantly improve road condition.

SCHEDULE: Development of bidding documents is anticipated to proceed through the winter and into spring/early summer of 2025. Bidding is anticipated in late summer/early fall of 2025.

ACTUAL COST VS. BUDGET:

Monies for this project have been budgeted in the 1% Optional Sales Tax Fund, the project is fully funded with an allocation of $100,000 in FY25.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Design and Bidding Services Associated with the Sutherland Subdivision Mill and Overlay Project, with WWC Engineering, in the Amount of $75,000 (1% Project).

STAFF REFERENCE:

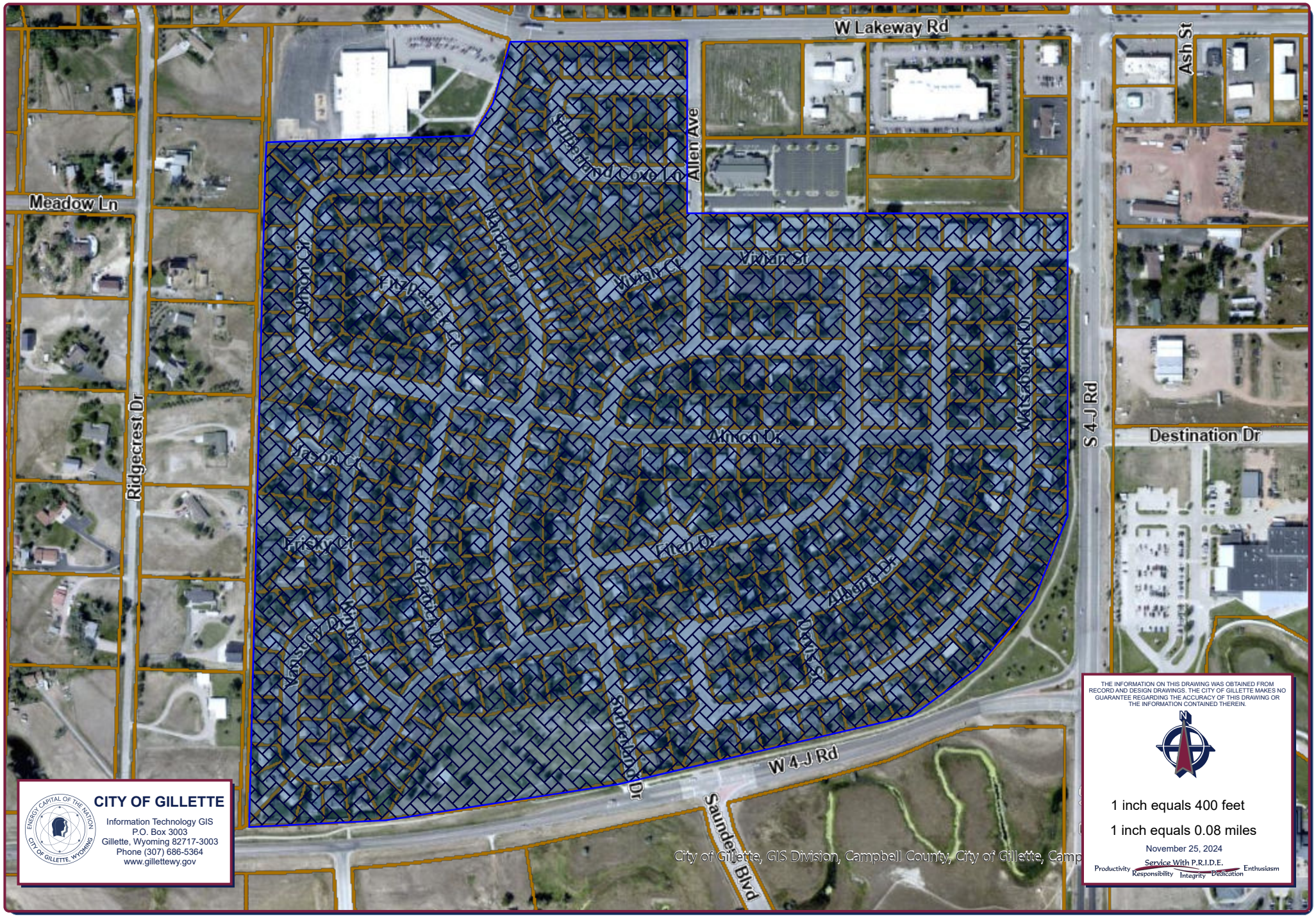
MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
25EN20-Reference Map

25EN20-Agreement

ArcGIS Web Map



CITY OF GILLETTE

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

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1 inch equals 400 feet

1 inch equals 0.08 miles

November 25, 2024

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

Productivity Responsibility Integrity Dedication Enthusiasm

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Agreement Between Owner and Engineer for Sutherland Subdivision Mill & Overlay Project

Owner

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

Engineer

WWC Engineering
300 S. Gillette Ave., Suite 2001
Gillette, Wyoming 82716

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between City of Gillette, 201 E. 5th Street, Gillette, WY 82716 ("Owner") and WWC Engineering, 1849 Terra Avenue, Sheridan, Wyoming 82801. ("Engineer").

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

Sutherland Subdivision Mill & Overlay Project.

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

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

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

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

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Availability of Funds.* 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 Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify Engineer and/or the Contractor 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

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provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

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D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

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

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

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J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one electronic Portable Document Format (PDF) version of the same in accordance with Paragraph 6.04 .

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C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

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

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

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

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

G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

1. For cause,

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

b. by Engineer:

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

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

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Applicable Law/Venue*

A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

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extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that

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reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

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

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

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D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. *Governmental Immunity.* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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

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

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

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution,

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code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

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

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

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

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

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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

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19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

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

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

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

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and

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

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ Not Used.

~~E. Exhibit E, Notice of Acceptability of Work.~~ Not Used.

~~F. Exhibit F, Construction Cost Limit.~~ Not Used.

G. Exhibit G, Insurance.

~~H. Exhibit H, Dispute Resolution.~~ Not Used.

~~I. Exhibit I, Limitations of Liability.~~ Not Used.

~~J. Exhibit J, Special Provisions.~~ Not Used.

~~K. Exhibit K, Amendment to Owner-Engineer Agreement.~~ Not Used.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

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

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

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

Owner: City of Gillette	Engineer: WWC Engineering
By:	By:
Print name:	Print name: Chad Reed
Title:	Title: Principal/Branch Manager
Date Signed:	Date Signed: October 25, 2024
	Engineer License or Firm's Certificate No. (if required): ES-0074
	State of: WY
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices: 1849 Terra Avenue Sheridan, WY 82801
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A): Leland Fabel, P.E.
Title:	Title: Project Manager
Phone Number:	Phone Number: 307-672-0761
E-Mail Address:	E-Mail Address: lfabel@wwcengineering.com

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 *Scope of Work*

A. Engineer shall perform the following services as part of this Project:

a. The following tasks will be completed for the Sutherland Subdivision within the limits of the City of Gillette.

i. Hard surface reconnaissance to identify areas requiring full depth reconstruction, full depth reclamation, leveling course, edge asphalt mill, full width asphalt mill and asphalt overlay.

ii. Review the City's as-builts and PAVER data along with eight (8) as needed project meetings with City of Gillette Engineering project manager.

iii. Coring twelve (12) locations to determine surfacing thickness to support design.

iv. Performing twelve (12) handheld dynamic cone penetrometer tests to determine subgrade composition and strength.

v. *Preparation of a preliminary design (10% level) project exhibit with cost estimates for recommended asphalt surfacing treatments with bid alternates. One (1) design meeting with the City of Gillette Engineering project manager.*

vi. *Preparation of one (1) 50% project map with specifications, and cost estimates for recommended asphalt surfacing treatments with bid alternates along with one (1) meeting with applicable City of Gillette Utility Divisions to gather design input.*

vii. Preparation of one (1) set of 90% plans, specifications, and engineer's construction cost estimate. One (1) design meeting with the City of Gillette Engineering project manager to determine final edits.

viii. Preparation of one (1) set of 100% plans, specifications and engineer's estimate. One (1) round of bidding assistance, including advertisement, pre-bid meeting, answering bidder questions, bid addenda, bid opening, bid analysis, award recommendation, NOVUS award agenda, and notice of award.

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2. *Assumptions:*

   i. *Topographic GPS surveying is <u>not</u> included in this scope of work.*
   ii. *Construction management is <u>not</u> included in this scope of work.*

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash

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flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

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

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

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

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

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3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

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

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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T. Perform or provide the following: [None] ***[List any other Owner responsibilities here.]***

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ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

4. The total compensation for services under Paragraph C2.01 is estimated to be **$75,000**.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

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Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.

C2.03 Other Provisions Concerning Payment

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

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

C. *Estimated Compensation Amounts:*

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

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total

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

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are provided in the Schedule of Charges on page 2 of this Appendix 1.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. Refer to the Schedule of Charges on page 2 of this Appendix 1.

2. The Standard Hourly Rates apply only as specified in Article C2.

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WWC ENGINEERING

2024 SCHEDULE OF CHARGES

PERSONNEL	HOURLY FEE
Professional Level 1	$118
Professional Level 2	$136
Professional Level 3	$153
Professional Level 4	$168
Professional Level 5	$179
Professional Level 6	$186
Professional Level 7	$193
Professional Level 8	$207
Administrative Assistant	$73
Administrative Specialist	$97
Technician 1	$75
Technician 2	$81
Technician 3	$88

PERSONNEL	HOURLY FEE
Technician 4	$95
Technician 5	$100
Technician 6	$106
Technician 7	$114
Technician 8	$122
CADD Operator 1	$81
CADD Operator 2	$86
CADD Operator 3	$95
CADD Operator 4	$100
CADD Operator 5	$106
CADD Operator 6	$112
CADD Operator 7	$118
CADD Operator 8	$128
Expert Witness	Two times standard billing rate

EXPENSES	FEE
Subcontractors	Cost + 15%
Supplies/Material Purchased for Client	Cost + 15%
Miscellaneous Reimbursable Expense	Cost + 15%
Vehicle Mileage	$0.80/mile ($25/day min.)

OFFICE	FEE
Photocopies	$0.15/page
Large Format Photocopies - B&W	$0.60/sq. ft.
Large Format Photocopies - Color	$0.75/sq. ft.
Drawings - Large Format Plots	$11/sheet
Drawings - 11"x17"	$1.30/page

FIELD EQUIPMENT	FEE
Generator	$110/day
Fluids Pump	$110/day
Air Compressor	$55/day
ATV	$150/day
UTV	$250/day
UTV w/ Tracks	$350/day
Tape Reel, Motorized	$55/day
Hammer Drill w/ Bits	$25/day
Power Hand Auger	$15/hour
EGauge Compaction Testing	$40/test
Nuclear Density Compaction Testing	$50/test (2-test min.)
Dynamic Cone Penetrometer	$50/test

ENVIRONMENTAL	FEE
Organic Vapor, O_2/LEL Meter	$40/day
Water Level/Interface Probe	$55/day
Disposable Bailer	$15/each
Water Quality - Multi-Parameter Meter	$50/day
Water Quality - Expanded Meter	$105/day
High-Capacity In-Line Filter	$25/each
Disposable No-Purge Sampler - Large	$50/each
Disposable No-Purge Sampler - Small	$35/each
Disposable No-Purge Sampler - Custom	$75/each
Transducer/Data Logger	$55/day or $220/week
Flow Meter	$140/day or $500/week
Photoionization Detector	$95/day
Phase I ESA Software	$250/report

SURVEYING EQUIPMENT	FEE
UAV (M300 w/ LIDAR)	$600/flight (2-flight min.) OR $12/acre (500-acre min.)
UAV (M300)	$400/flight (2-flight min.) OR $8/acre (500-acre min.)
UAV (Phantom/Mavic)	$300/flight (2-flight min.) OR $6/acre (500-acre min.)
GPS (Survey Grade)	$375/day
GPS (Sub-Meter Accuracy)	$100/day
Sonar	$150/day or $400/week
Robotic Total Station	$50/hour
Scanning Total Station	$75/hour
Pipeline Locator	$25/hour
Differential Level	$15/hour
Survey Rebar & Cap	$7/each
Lath, Survey	$70/bundle
Stakes	$30/bundle
T-Post and Flags	$15/each

This schedule of charges shall be in effect from January 1 through December 31, 2024. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

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This is **EXHIBIT G**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, each accident:	$1,000,000
	2) Bodily injury by disease, each employee:	$1,000,000
	3) Bodily injury/disease, aggregate:	$2,000,000
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$4,000,000
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Professional Liability (Errors Omissions) –	
	1) Each Claim Made	$1,000,000
	2) Annual Aggregate	$2,000,000

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

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Quote Award for the Abatement of 712 Beech Street, to Oedekoven Excavating and Construction, LLC., in the Amount of $45,000.00.

BACKGROUND:

Based on an inspection from the public way of the Subject Property on July 19, 2024, the Building Official determined that the building located on Subject Property is a Dangerous Building according to the terms of Sections 302, (4), (5), (9), (12) and (17). During the inspection from the public way of the Subject Property the following conditions were observed:

1. The building was damaged by fire on April 2, 2023. The roof of the house was burned and is open to the elements. Talking with the Fire Marshal, the roof is the weakest – both from the fire and the weather afterwards. The main floor ceiling sheetrock was pulled to deal with the fire. There was water damage to the basement ceiling and due to the roof being open, snow and rain have been causing more damage to the ceiling, floor, and basement. The property fencing is down and roof open to harbor vagrants, criminals, or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts. Because of the fire damage the structural strength and stability thereof is materially less than the minimum requirements of the current building codes. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (4), (9), and (12) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

2. Because of the conditions identified above, the building on the Subject Property is in such a condition as to constitute a public nuisance and structural members are likely to fail, or become detached or dislodged, or to collapse and thereby injure persons or damage property. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (5) and (17) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

WHY NEEDED:

Based on the foregoing, the Building Official has determined the following actions are necessary:

1. Written consent for Right of Entry is requested, for inspection of unsafe, dangerous, or hazardous conditions.
2. The building located on the Subject Property is required to be abated, the building located on the Subject Property must be demolished.

The Complete structure, including foundation and utility connections to be removed.

HOW WILL IT BE COMPLETED:
The Contractor shall demolish and remove all elements of the structure. All utilities will be terminated properly at the property line or utility main. The lot shall be backfilled and original grade established. The lot shall be re-seeded. All demolition debris shall be removed and disposed of properly. A permit for demolition and inspections are required.

ACTUAL COST VS. BUDGET:

Quotes were received at 2:00 p.m. on Wednesday, November 13, 2024, for the above-mentioned project. One contractor submitted regular and responsive bids as shown below:

Contractor	Base Bid
Oedekoven Excavating and Construction. LLC	$ 45,000.00

This construction project is fully funded from the Abatement Fund. FY25 budget allocated $45,000.00 for completing abatements on structures that are deemed unsafe.

SUGGESTED MOTION:

I move for Approval of a Quote Award for the Abatement of 712 Beech Street, to Oedekoven Excavating and Construction, LLC., in the Amount of $45,000.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
712 Beech St Exhibit A
712 Beech St Quote Form
712 Beech St map

EXHIBIT A

STATE OF WYOMING **CITY OF GILLETTE**

COUNTY OF CAMPBELL **BUILDING INSPECTION DIVISION**

IN THE MATTER OF THE REPAIR OR ABATEMENT OF
THE BUILDING LOCATED AT:
712 BEECH STREET
LEGALLY DESCRIBED AS LOT 15
BLOCK 4, NORTHWEST ADD. TO THE
CITY OF GILLETTE, WYOMING

AMENDED NOTICE AND ORDER OF VACATION AND REPAIR OR ABATEMENT

TO: Robert Palmer Jr.
2406 Big Lost Court
Gillette, WY 82718

Robert V. Palmer & Katherine O Palmer Trust
712 Beech Street
Gillette, WY 82716

State of Wyoming
Department of Health
Division of Healthcare Financing
122 West 25th St., 4th Floor West
Cheyenne, WY 82002

TAKE NOTICE that David Strickland, Chief Building Official for the City of Gillette, Wyoming ("Building Official") has determined that the building upon your property at **712 Beech St**, legally described as Lot 15, Block 4, NORTHWEST ADD, Gillette, Wyoming ("Subject Property") is a **DANGEROUS BUILDING** according to the 1997 Uniform Code for the Abatement of Dangerous Buildings as adopted by Section 5-I-10 (A) of the Gillette City Code, according to the following Statements and Conditions and has made the following ORDER based thereon.

STATEMENT OF CONDITIONS

Based on a re-inspection from the public way of the Subject Property on July 19, 2024, the Building Official determined that the building located on Subject Property is a Dangerous Building according to the terms of Sections 302, (4), (5), (9), (12) and (17). During the inspection from the public way of the Subject Property the following conditions were observed:

1. The building was damaged by fire on April 2, 2023. The roof of the house was burned and is open to the elements. Talking with the Fire Marshal, the roof is the weakest – both from the fire and the weather afterwards. The main floor ceiling sheetrock was pulled to deal with the fire. There was water damage to the basement ceiling and due to the roof being open, snow and rain have been causing more damage to the ceiling, floor, and basement. The property fencing is down and roof open to harbor vagrants, criminals, or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts. Because of the fire damage the structural strength and stability thereof is materially less than the minimum requirements of the current building codes. Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (4), (9), and (12) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

2. Because of the conditions identified above, the building on the Subject Property is in such a condition as to constitute a public nuisance and structural members are likely to fail, or become detached or dislodged, or to collapse and there by injure persons or damage property.

Therefore, the conditions and defects of the building on the Subject Property constitutes a dangerous building under Section 302, (5) and (17) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

IT IS THEREFORE ORDERED that:

1. The building shall be repaired in accordance with the current Building Code, or the building shall be demolished according to the relevant terms of the Gillette City Code at the option of the building owner.

2. All required permits for the repair or demolition of the building shall be secured therefore and the work physically commenced within sixty (60) days from the date of this Order and be completed within such time as the Chief Building Official shall determine as reasonable under all of the circumstances.

3. If the required repair or demolition is not commenced within the time provided herein, the Chief Building Official may proceed to cause the demolition to be done and charge the costs thereof against the property or its owner.

APPEAL ADVISAL

Any person having recorded title or legal interest in the building may appeal this Notice and Order or any action of the Building Official to the Board of Examiners. Appeals must be in writing and filed with the Building Official within thirty (30) days from the date of service of this Notice and Order, in accordance with the 1997 Uniform Code for the Abatement of Dangerous Buildings. Failure to appeal constitutes a waiver of all rights to an administrative hearing and determination of the matter.

DATED this 31 day of July 2024.

David Strickland, Chief Building Official
City of Gillette
201 E. Fifth Street
Gillette, Wyoming 82716
(307) 686-5260

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On this 31 day of July 2024, the above and foregoing Notice and Order of Vacation and Repair or Abatement was subscribed to and acknowledged before me by David Strickland, in his official capacity as the Chief Building Officer for the City of Gillette, Wyoming, who first being duly sworn by me upon his oath, says that the statements contained herein are true and correct to the best of his knowledge and belief.

Notary Public

My Commission Expires: February 10, 2029

KIMBERLY KING
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 92468
MY COMMISSION EXPIRES: 2/10/2029

QUOTE FORM

Proposal of Dodekaven Excavating + Construction, LLC (hereafter called CONTRACTOR"), organized and existing under the laws of the State of Wyoming doing business as Dodekaven Excavating + Construction, LLC CONTRACTOR hereby proposes to furnish all materials and labor for:

ABATEMENT OF A SINGLE-FAMILY RESIDENTIAL STRUCTURE. ABATEMENT TO INCLUDE THE FOLLOWING: DEMOLITION OF ENTIRE STRUCTURE AND FOUNDATION, TERMINATION OF ALL SERVICES AT EASEMENTS OR RIGHT OF WAY (VERIFICATION BY CITY INSPECTION), BACK FILL OF LOT ENSURING REQUIRED LOT DRAINAGE, SEEDING AND MULCHING OF DISTURBED LOT AREAS AND REMOVAL AND DISPOSAL OF ALL DEBRIS. THE PROPERTY IS LOCATED AT 712 BEECH ST, LOT 15, BLOCK 4, NORTHWEST ADD TO THE CITY OF GILLETTE, WYOMING.

This work will conform to the latest edition of the City of Gillette Construction Specifications and any City of Gillette codes.

By submission of this QUOTE, each CONTRACTOR certifies, and in the case of a joint QUOTE each party thereto certifies as to his own organization that this QUOTE has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this QUOTE with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **60** calendar days after the Notice to Proceed is issued.

CONTRACTOR further agrees to pay as liquidated damages, the sum of **$150.00**

for each consecutive calendar day that expires after the specified completion date until the work is completed.

CONTRACTOR shall pull applicable abatement permit prior to beginning work. **A pre-bid meeting will be held at City Hall in the 2nd floor engineering conference room, on Tuesday November 5, 2024 at 10:00 AM for any potential bidders. All potential bidders are encouraged to attend this meeting.**

CONTRACTOR agrees to perform all the work described in the QUOTE for the following sum: $ 45,000.00. The quantities are estimated and may increase or decrease. In case of changes in quantities, unit prices govern.

Quote Due Date:

2:00 PM, Wednesday November 13, 2024.

City of Gillette
Purchasing Division
800 N Burma
Gillette, WY 82718
Fax: 682-7942

Bid Tabulation:

NO	ITEM	UNIT	QUANITY	TOTAL PRICE
1	Abatement of 712 Beech St as described above.	LS	1	45,000 ~

All Work Shall be Completed by: June 1, 2025

RESPECTFULLY SUBMITTED:

Contractor's Signature

President - Owner
Title

(307) 660-9891
Phone Number

3002 2687
Contractor's License

PO Box 206
Address

Gillette
City

11/13/24
Date

(Seal-If Quote is by Corporation)

ATTEST: Heather Cockerham

STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 1508

OEDEKOVEN EXCAVATING & CONSTRUCTION, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 25TH DAY of OCTOBER TWO THOUSAND AND 24

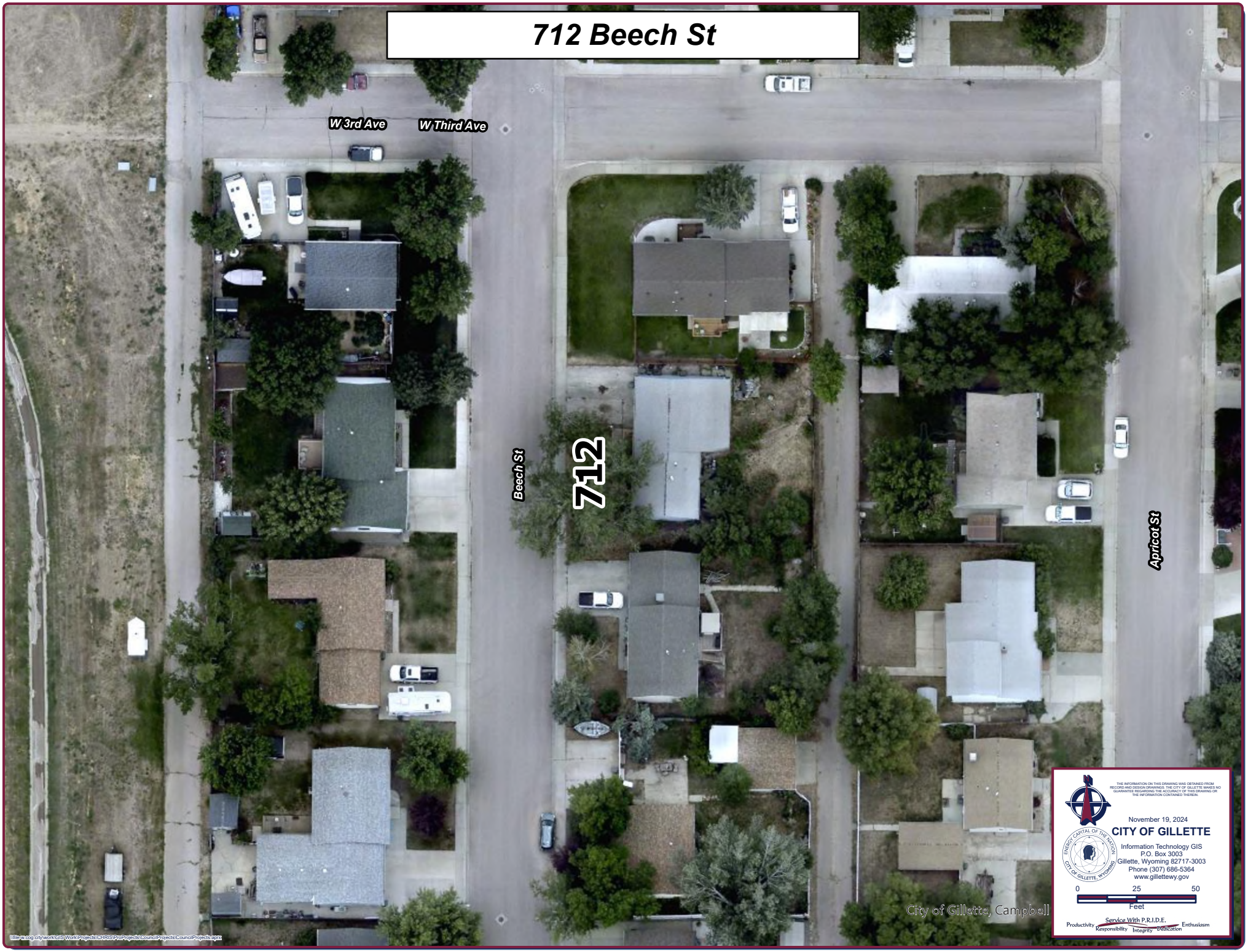
Michele Johnson, Program Manager

EXPIRATION DATE: 10/24/2025

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 2510202438

712 Beech St



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November 19, 2024

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Pre-Construction Services Agreement with Sletten Construction, to be the Construction Manager at Risk (CMAR) for the Wastewater Treatment Plant Phase II Project in the Amount of $263,450.00.

BACKGROUND:

This CMAR agreement includes professional service assistance during the final design phase for the Wastewater Treatment Plant Phase II Project (Project). The CMAR approach will allow for early procurement of critical project components and optimization of phasing between the multiple project areas. These pre-construction services include working with the City of Gillette, the design firm and will include the following tasks:

a. constructability reviews

b. development of a procurement plan, schedule/phasing development, and planning for maintenance of plant operations throughout the construction process

c. development of the Guaranteed Maximum Price (GMP) proposals

Proposed improvement areas within the Project include UV disinfection, sludge dewatering, sludge thickening, digester cover replacement(s), gas handling, and replacement of plant potable and non-potable water lines. It is anticipated that multiple GMP proposals will be prepared by the CMAR to perform the construction phases of the work to complete the projects. Future construction work will be authorized by future Work Authorizations based on Guaranteed Maximum Price (GMP) proposals developed by the CMAR.

Anticipated schedule:

a. Preconstruction phase activities will kick-off in spring 2025.

b. Construction phase activities are anticipated to begin summer or fall of 2025 and continue through 2027.

ACTUAL COST VS. BUDGET:

This contract is fully funded through a Clean Water State Revolving Fund Loan (CWSRF Loan) which has been secured for this project in the amount of $15 million.

One regular and responsive proposal was submitted Tuesday October 15th, 2024, at 2:00 PM by Sletten

Construction of Wyoming, Inc.

The cost to complete this work was based on the Request for Proposal (RFP) that was advertised by the City. In review of the proposal and following negotiations, the total cost for the pre-construction services was provided based on the amount of time and manpower the contractor proposed for through the design phase of the project.

SUGGESTED MOTION:

I move for Approval of a Pre-Construction Services Agreement with Sletten Construction, to be the Construction Manager at Risk (CMAR) for the Wastewater Treatment Plant Phase II Project in the Amount of $263,450.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Agreement
Project Map

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

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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EJCDC® CMAR-525, Agreement between Owner and Construction Manager at Risk.
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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **City of Gillette** ("Owner") and **Sletten Construction of Wyoming, Inc.** ("Construction Manager at Risk" or "CMAR").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

City of Gillette – WWTP Improvements
Project Number – 24UT01

ARTICLE 2—OWNER'S ADVISOR AND ENGINEER; OWNER'S PROJECT TEAM

2.01 RESERVED.

2.02 The Owner has retained **HDR Engineering** (Engineer) to design the Project, to assume the duties and responsibilities of Engineer and shared responsibilities with the Owner for the Owner's Advisor (OA) role during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

3.01 Scope of CMAR Services

A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.

B. CMAR Services are categorized in Exhibit A some of the services identified may include Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CMAR Services that are identified as Basic Services in Exhibit A.

B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services, if Owner authorizes CMAR to do so. Owner or Owner's

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Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.

C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CMAR Services

A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.

B. CMAR shall provide Basic Procurement Services set forth in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CMAR Services

A. RESERVED.

B. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided in Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates presented in the CMAR's fee proposal.

C. RESERVED.

D. Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided in Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates presented in the CMAR's fee proposal.

E. RESERVED.

3.05 Compensation for Additional CMAR Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates presented in the CMAR's fee proposal if applicable.

3.06 Compensation for Special Services

A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

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3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Services to Owner and Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.

2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

1. RESERVED.

2. Payment for CMAR Services compensated using Hourly Billing Rate basis:

a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.

b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.

c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:

1) Transportation and subsistence;

2) Technology charges and data charges associated with the use of computers and tablets;

3) Printing and reproduction of documents;

4) Health and safety related equipment and training; and

5) Special equipment used for CMAR Services.

3. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Services as stipulated in the general and supplementary conditions.

2. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

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ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 6-9;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.

4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
2. Management of Subcontractors and Suppliers;
3. Management of delegated professional design services, if any;
4. Costs associated with safety programs, including safety managers and safety representatives;
5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;
10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,

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c. Submittals, record data, and other documentation,

d. Creating and maintaining Project schedules per Article 4 of the General Conditions,

e. Changes to the CMAR Contract per Article 11 of the General Conditions,

f. Applications for Payment per Article 15 of the General Conditions,

g. Maintenance of Record Documents, and

h. Other contract administration costs included in the Contract Documents;

11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;

12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;

13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;

14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than $500;

15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;

16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;

17. Costs associated with substantial completion, partial utilization, and final completion; and

18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support

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Costs based on the Construction Period is shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:

1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and

2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6.

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Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.

C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the

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Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.

a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the Equipment Watch Cost Recovery Rental Rate Blue Book, (https://equipmentwatch.com/blue-book-cost-recovery) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.

e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

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2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.

3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.

4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.

3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

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4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.

8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

A. The CMAR Fee is a 6% of the Cost of the Work as shown in Exhibit B. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

B. RESERVED.

C. RESERVED.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

A. RESERVED.

B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.

C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;

2. Corrective work, regardless of fault if non-conformance is unintended;

3. Subcontractor defaults;

4. Overruns in Construction Support Costs;

5. Builder's Risk deductibles;

6. Verified excusable errors in estimates; or

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7. Non-compensable overtime and other acceleration costs.

D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.

E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.

G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.

H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.

I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. CMAR will draft each Work Authorization using the Work Authorization form provided by the Owner's Advisor, to which will be issued by the Owner was reviewed and approved.

D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.

E. CMAR is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and

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maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CMAR will solicit and receive competitive bids as noted in the scope of work and in the agreement on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities.

B. RESERVED.

C. CMAR must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner at the Owner's Procurement Warehouse.

D. CMAR will award the subcontract for the Work under the Work Authorization to the qualified responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low responsible bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CMAR Fee (Article 7); and

D. CMAR's Contingency Allowance Amount (Article 8).

11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.

11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:

A. RESERVED.

B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 100% completion,

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culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

11.04 Owner's Construction Budget

A. Owner will establish the Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work.

B. Owner will revise the Budget to incorporate Work Authorizations, Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.

C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.

1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.

2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.

3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.

a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.

b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.05 Options for Costs Exceeding the Owner's Budget

A. The Guaranteed Maximum Price resulting from the tabulation of cost that could include self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:

1. Approve an increase in the Owner's Construction Budget in writing.

2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.

3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.

4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.

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B. If Owner selects the option described in Paragraph 11.05.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

C. If Owner selects the option described in Paragraph 11.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.

D. If Owner selects the option described in Paragraph 11.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

3. Owner's Contingency will continue to be available per Article 12.

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ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.

B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as specified in the general conditions and supplemental conditions.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **Five** percent (5%) of the value of the Work completed, with the balance being retainage.

b. **Five** percent (5%) of cost of materials and equipment not incorporated in the Work, with the balance being retainage.

2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CMAR to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Owner's Advisor's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

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13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.

B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor and noted in the general conditions and supplementary conditions.

14.02 Audit

A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.01 Contract Times—Dates

A. The dates by which the Work will be substantially complete, and by which the Work will be completed and ready for final payment, will be set out in a Contract Amendment and comply with provisions of Article 15.

15.02 Liquidated Damages

A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:

1. Substantial Completion–CMAR shall pay Owner a defined total itemized in the contract documents and agreed upon prior to the first Work Authorization authorizing the commencement of construction, for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.

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2. Completion of Remaining Work–After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner a defined total itemized in the contract documents and agreed upon prior to the first Work Authorization authorizing the commencement of construction, for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones CMAR shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.

4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

A. **RESERVED**.

B. **RESERVED**.

C. Special damages will not apply. Liquidated damages for delayed completion are established in Section 15.02 this Agreement.

15.04 Milestones and Associated Damages

A. Work required to be complete to meet the following Milestone(s) will be included in a separate Work Authorization.

B. Milestone 1 – Substantial Completion of GMP 1, as described in the scope of work.

1. This Milestone must be substantially completed on or before **RESERVED**.

2. The Milestone will be considered substantially complete when the following requirements have been met:

a. The final deliverable reports have been submitted and resolution to all Owner and Engineer comments have documented.

3. CMAR shall pay Owner $**RESERVED** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion of this Work Authorization, until the Work is substantially complete.

C. Milestone 2 – TO BE ESTABLISHED IN WORK AUTHORIZATIONS, AMMENDED TO THIS AGREEMENT.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.

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2. General Conditions.
3. Supplementary Conditions.
4. SRF Special Conditions.
5. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A, Scope of CMAR's Services;
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Contract Amendments;
    b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
    c. Work Authorization Modifications;
        1) Work Change Directives;
        2) Change Orders; and
        3) Field Orders.
    d. Performance and Payment Bonds; and
    e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations as applicable to each Work Authorization:

1. CMAR is aware of and has examined the Contract Documents, including Addenda, and is not negligent.
2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.

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5. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. CMAR has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and

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

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IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on _____, which is the Effective Date of the Contract.

Owner:	CMAR:
City of Gillette *(typed or printed name of organization)*	Sletten Construction of Wyoming, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Shay Lundvall *(typed or printed)*	Name: John Griffith *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: Vice President *(typed or printed)* *(If **Entity** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Clerk *(typed or printed)*	Title: Chief Financial Officer *(typed or printed)*
Address for giving notices: City of Gillette PO Box 3003 Gillette, WY 82717	Address for giving notices: Sletten Construction of Wyoming, Inc. 3225 Big Horn Avenue Cody, WY 82414
Designated Representative:	Designated Representative:
Name: Joe Schoen *(typed or printed)*	Name: Kyle Blunn *(typed or printed)*
Title: City Engineer *(typed or printed)*	Title: Preconstruction Manager *(typed or printed)*
Address: City of Gillette PO Box 3003 Gillette, WY 82717	Address: Sletten Construction PO Box 2467 Great Falls, MT 59403
Phone: 307-686-5360	Phone: 406-454-6405
Email: joes@gillettewy.gov *(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: kblunn@slettenинc.com
	License No.: 0521 *(where applicable)*
	State: Wyoming

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EXHIBIT A–SCOPE OF CMAR SERVICES

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EXHIBIT A – SCOPE OF SERVICES

1.3 PRE-CONSTRUCTION SCOPE OF SERVICES

Project Expectations

1.3.1 Fundamentally, the purpose the Preconstruction Phase of the project is the development of a logical, efficient, and cost-effective plan to execute the project Work for the project and the CMAR's construction implementation of the construction project. The various pre-construction tasks will be accomplished by creating a Project Team, comprised of members drawn from CMAR's, Owner's, and Designer's staff. Specific roles and responsibilities are identified in the CMAR scope of services.

1.3.2 Review the Owner's needs, goals and requirements. Identify potential construction phasing strategies and schedules based upon the specific project requirements and variables.

BASIC PRECONSTRUCTION SERVICES

Preconstruction Phase: Kick-off Meeting and General Meetings

1.3.7 Attend 2-hour project kick off meeting in person with the CMAR's team including the Project Manager, Project Engineer, Estimator/Procurement Expert, and Superintendent.

Preconstruction Phase: Prepare Project Schedules for Construction Phases

1.3.8 Complete an overall Critical Path Method (CPM) schedule for the entire project, which includes both preconstruction and construction phases of the project. A detailed schedule shall be submitted with each GMP for approval that meet the specification included Section 01 32 16. Identify planned milestones and major events as necessary. Approved GMP proposals and the associated CPM schedule will become the basis for the agreement amendment.

Preconstruction Phase: Meetings

1.3.9 Attend up to six (6) bi-weekly project meetings with at least three (3) of your team members (virtually) and provide the following:

a. Project update on preconstruction services.

b. Provide input on schedule development and maintenance of plant operation for each sub-project as previously described.

1.3.10 Attend up to six (6) final design workshops for the Construction Phase projects held in person and assumed to be 2 hours in duration at least three (3) of your team members

1.3.11 Attend up to two (2) 4-hour material procurement workshops at least three (3) of your team members (virtually).

1.3.12 Review the project design schedule and Owner's milestones and provide the following:

a. Identify critical path work packages,

b. Note any dates that will preclude work from being completed within the overall project schedule requirements.

Preconstruction Phase: Participation

1.3.13 Complete Constructability/Design Milestone Review at 90% Design on priority projects.

a. Review contract drawings and provide written comments in a single combined document related to constructability, materials and equipment evaluation, construction means and methods including identification and mitigation of risks.

1.3.14 Schedule Development and Maintenance of Plant Operation

a. The CMAR shall prepare plan for maintenance of plant operation, including recommendations for temporary facilities for the entire construction process.

b. Provide a written deliverable identifying comments on the project construction schedule, procurement plan and risk coordination for each sub-project as previously described.

1.3.15 Participate in a workshop as noted previously (virtually) for the development of the project risk register and the implementation of estimating/cost control services.

a. Provide input on how to phase and complete the project within budget.

b. Provide detailed cost estimates as follows:

I. Final design milestone (4 assumed packages) – AACE Class 2 equivalent on all projects identified as priorities.

II. Conceptual design milestone (2 assumed packages) – AACE Class 3 or 4 equivalent depending on project details available on all identified future projects.

BASIC PROCUREMENT SERVICES

Preconstruction Phase: GMP Proposal Development and Submission

1.3.16 Develop and Negotiate three (3) Construction Phase GMP Proposal(s).

a. Development of an open book contracting plan for the project detailing the proposed solicitation process to be used to contract all work. The OWNER shall be included in the review process and must approve all subcontractors prior to award.

b. Prepare a trade-by-trade construction cost estimate based on previous GMPs and work packages bid out in this phase of the work

c. Prepare bid forms and documents for solicitation of competitive subcontractor bids in compliance with W.S. 16-6-101 and 16-6-107. A minimum of three bids are required per subcontractor, and local participation is highly desired. Review with the project team and advise accordingly. Receive bids from subcontractors, vendors, and others. Evaluate and analyze bids for adequacy and completeness. Conduct scope reviews with low bidders and make recommendations to the project team for contract award or prequalify bidders and complete the same review tasks. Prequalified bidders will be selected based on lowest responsible bid. Prepare and execute construction contracts for each trade or category of work.

d. Prepare and include a CPM schedule with each GMP proposal as required by the contract documents in the GMP proposal.

e. Prepare and include a complete list of exclusions and exemptions in the GMP proposal.

f. Complete follow-up work on qualifications for work packages if needed

I. Review/Negotiate the GMP proposals with the Owner and present the GMPs to the team

II. Finalize GMPs

Attachments:

Specification Section 01 32 16

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Specific requirements for the preparation, submittal, updating, and status reporting of the construction Progress Schedule.

B. Related Specification Sections include, but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.

C. Review of the CPM Schedule:
   1. In so far as the Contractor is solely responsible for its means and methods and the CPM schedule represents in part its means and methods, the review of the CPM schedules (preliminary, baseline, updates, revisions, etc.) is for compliance with the requirements as defined in the contract documents.
   2. The review of the CPM schedule is not intended to be complete or exhaustive or check every activity and its relation to the work.
   3. The Engineer will provide comments on the CPM schedule compliance with those contract requirements and anomalies that might appear to the Engineer.
   4. If the Contractor fails to include contract requirements (e.g. specified cure times, commissioning periods) in the CPM schedule, or the Engineer fails to notify the Contractor of anomalies the Contractor is not relieved of the contract requirements.
   5. Acceptance of the CPM schedule does not imply that the Owner has approved or accepted the Contractor's means and methods or sequence for performing the work to construct the project.
   6. If the Contractor has questions or concerns about comments, the Contractor and Engineer shall meet to resolve those issues prior to issuance of future updates or revisions.

1.2 DEFINITIONS

A. The following definitions shall apply to this Specification Section:
   1. Execution Of The Contract: The date the contract is signed by the last party, either the Owner or the Contractor.
   2. Working Days: Monday through Friday except holidays as directed by the Owner.
   3. Preliminary Schedule: A schedule showing detailed activity for the first 90 days of the Project, and a general work plan for construction activity from the 91st day until the Contractual Completion Date.
   4. Baseline Schedule: The initial detailed Progress Schedule prepared by the Contractor defining its plan for constructing the Project in accordance with the Contract Documents.
   5. Schedule Update: The initially accepted Baseline Schedule, or subsequently approved Revised Baseline Schedules, updated each month to reflect actual start and finish dates of each schedule activity and the remaining duration of activities that began during the period.
   6. Current Schedule: The current schedule is either the Baseline Schedule or Revised Baseline Schedule including and incorporating Schedule Updates.
   7. Revised Baseline Schedule: The initially accepted Baseline Schedule revised to reflect approved contract change orders and modifications.
   8. Recovery Schedule:
      a. A schedule indicating the Contractor's plan for recovering lost time.
      b. A recovery schedule will be requested when the Contractor is forecasting at least 10 working days or more delays in meeting a contract milestone or the contract completion date.

9. Short Interval Schedule:
    a. Schedule prepared by the Contractor reflecting the work planned for the coming weeks.
    b. This is also known as a Look-Ahead Schedule.

1.3 SUBMITTALS

A. Preliminary Schedule:
    1. Submittal and review:
        a. Submit within 10 days after Execution of the Contract or the effective date of the contract, whichever is earlier.
        b. The Engineer will review and provide comments to the Contractor within 10 working days after receipt of the schedule.
        c. The Contractor will review and modify the preliminary schedule and return the schedule within 5 working days. If there are concerns about the comments provided, the Engineer and Contractor will meet to review and resolve those concerns.
    2. Submittal package:
        a. Provide a detailed plan for the first 90 days of the project and summary activities of the work to achieve the project milestones.
        b. CPM time-scaled network diagram:
            1) A printed logic diagram and PDF that include the following information:
                a) Unique activity number/identifier; numeric, alpha or combination of numeric/alpha.
                b) Activity description.
                c) Activity duration.
                d) Early start and early finish for each activity.
                e) Late start and late finish for each activity.
                f) Total float (TF) for each activity.
                g) Predecessor activities.
                h) Successor activities.
                i) Bar showing the early start and completion dates of each activity.
            2) The activities will be sorted by area, trades, and subcontractors as agreed on with the [Engineer/Owner/CM].
            3) Print the CPM time-scaled network diagram on minimum sheet size of 11 IN x 17 IN.

B. Baseline Schedule:
    1. Submittal and review:
        a. Submit within 30 days after Execution of the Contract or the effective date of the contract, whichever is earlier.
        b. The Engineer shall review the baseline schedule and provide comments to the Contractor within 20 working days after receipt of the schedule.
        c. After receiving comments, the Contractor and [Engineer/Owner/CM] shall meet to review the comments within five working days.
        d. After the meeting, the Contractor will modify the schedule as agreed and resubmit the baseline schedule within 5 working days.
        e. After the Engineer confirms that the Contractor has made the changes as agreed, the schedule will become the baseline schedule.
    2. Submittal package:
        a. CPM time-scaled network diagram:
            1) A printed logic diagram and PDF that include the following information:
                a) Unique activity number/identifier; numeric, alpha or combination of numeric/alpha.
                b) Activity description.
                c) Activity duration.
                d) Early start and early finish for each activity.
                e) Late start and late finish for each activity.
                f) Total float (TF) for each activity.

g) Predecessor activities.
h) Successor activities.
i) Cost/budget to complete the work in the activity.
j) Resources needed to complete the activity.
k) Bar showing the early start and completion dates of each activity.

2) The activities will be sorted by area, trades, and subcontractors as agreed on with the [Engineer/Owner/CM].
3) Print the CPM time-scaled network diagram on minimum sheet size of 11 IN x 17 IN.

C. Schedule Updates:
1. Submittal and Review:
a. Provide a Schedule Update on the 4th of each month after the Baseline Schedule is completed.
b. The Engineer shall provide comments to the Contractor on the Schedule Update.
c. Incorporate the Engineer comments into the next Schedule Update.
2. CPM time-scaled network diagram as described for the Baseline Schedule:
a. Do not change the description of an activity number.
1) Any activity added to the schedule shall have a new unique activity number and description.
2) If activities are deleted, the deleted activity number(s) will not be used again.

D. Recovery Schedule:
1. When the activities on the critical path or the completion milestones appear to be 15 working days beyond the contract time, the Engineer may request and provide a Recovery Schedule demonstrating how the Contractor will recover the lost time so that the Work will be completed within the Contract Time.
2. Provide the Recovery schedule within 10 working days after requested by the Engineer.
3. Activities will be added or the durations modified to reflect the changes to the work.
4. The Engineer will review and provide comments to the Contractor on the Recovery Schedule within five working days.
5. Incorporate the Engineer comments into the Recovery Schedule.
6. After acceptance by the Engineer, the Recovery Schedule use for future Schedule Updates.
7. CPM time-scaled network diagram as described for the Baseline Schedule:
a. Do not change the description of an activity number.
1) Any activity added to the schedule shall have a new activity number and description.
2) If activities are deleted, the deleted activity number(s) will not be used again.
8. Provide a narrative with an explanation of the changes in logic and/or activity durations.

E. Short Interval Schedule:
1. Provide a four-week schedule each week during the Contract Time. This schedule can be reviewed at each progress meeting.
a. Provide an accurate representation of the work performed the previous week and work planned for the current week and subsequent three weeks.
2. Provide in a tabular format with bars or other graphic representing work duration.
a. Reference activity ID numbers on the Baseline, Revised Baseline, or Updated Schedule, which ever is being currently used.
b. Note by color, highlight or underscore all activities on the critical path.
3. Identify inspection hold points including special inspections needed before the Contractor can move forward with the work.
4. Identify the day materials provided by the Owner or others needed on site.
5. Identify utility tie-ins and traffic changes including road and/or lane closures.

1.4 GENERAL REQUIREMENTS

A. Prepare and submit construction progress schedules as specified herein.

1. Develop and maintain Baseline, Updates and Recovery schedules using Microsoft Project or equal as approved by the Engineer.
2. Include the following information:
    a. Construction start dates (Award date, Notice(s) to Proceed date).
    b. Procurement activities.
    c. Preparation of key submittals for materials and equipment.
    d. Engineers review and approval of key submittals.
    e. Material and equipment fabrication lead times.
    f. Material and equipment deliveries for Contractor, Owner and third parties.
    g. Water curing of concrete after placement for all structures.
    h. Shutdowns.
    i. Utility tie-ins.
    j. Plant tie-ins.
    k. Traffic changes and closures.
    l. Inspections and hold points.
    m. Start-up of equipment.
    n. Testing of equipment and systems.
    o. Training
    p. Commissioning.
    q. Contract milestones:
        1) Intermediate milestones.
        2) Substantial Completion Date.
        3) Physical Completion Date.
3. The following CPM schedule outputs will be rejected without further review:
    a. Schedules indicating the start of the critical path at a date point or activity beyond the date of Notice to Proceed, or schedules indicating a discontinuous critical path from Notice to Proceed to Contract completion.
    b. Schedules defining critical activities as those on a path or paths having some minimum value of float.
    c. Schedules with multiple critical paths.
    d. Schedules indicating a completion date beyond the contractual completion date.

B. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.
1. Work activities shall not exceed durations of 10 days or two weeks.
    a. Procurement and fabrication activity durations may exceed 10 days or two weeks.
2. Schedule activities shall include the following:
    a. A clear and legible description.
    b. At least one predecessor and one successor activity, except for project start and finish milestones.

C. Early Completion Schedule:
1. Contractor may show early completion time on any schedule provided that the requirements of the contract are met.
2. Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned.
3. Any time between the Contractor's early completion and the Contract Time will be considered float.

D. Plan working durations to incorporate the effects of normal weather impacts.

E. Float:
1. The project owns the float, therefore neither the Owner nor the Contractor has exclusive use of the float; the float can used by either party.
2. Once float is used, liability for delay of the project completion date rests with the party actually causing delay to the project completion date.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

EXHIBIT B— PAYMENT FOR CONSTRUCTION SUPPORT COSTS

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Table 1—Estimated Contract Price

Compensation for CMAR Services	1	**$263,450.00**

Construction Support Costs		
Fixed Construction Support Costs (RESERVED)	2	RESERVED
Time Sensitive Construction Support Costs (RESERVED)	3	RESERVED
Total Construction Support Costs	4	**RESERVED**

Estimated Cost of the Work with CMAR Fee						
Notes to User - When, per Agreement Paragraph 7.01.A., the CMAR Fee is calculated as a percentage of the Estimated Cost of the Work use the						
Estimated Cost of the Work					5	RESERVED
CMAR Fee	10	6%	of Estimated Cost of Work		7	RESERVED
Cost of the Work with CMAR Fee					8	**RESERVED**

Notes to User - When, per Agreement Paragraph 7.01.B., the CMAR Fee is calculated as a percentage of the different Estimated Cost of the Work								
				Estimated Cost		**CMAR Fee Amount**		**Cost with CMAR Fee**
Payroll costs				9	RESERVED			12 RESERVED
Fee @	X		(Agreement Paragraph 6.02.A)			11	RESERVED	
Incorporated Equipment and Materials Cost				13	RESERVED			16 RESERVED
Fee @	X		(Agreement Paragraph 6.02.B)			15	RESERVED	
Consumable Equipment and Materials Cost				17	RESERVED			20 RESERVED
Fee @	X		(Agreement Paragraph 6.02.C)			19	RESERVED	
Subcontractor Cost				21	RESERVED			24 RESERVED
Fee @	X		(Agreement Paragraph 6.02.D)			23	RESERVED	
Construction Equipment Cost				25	RESERVED			28 RESERVED
Fee @	X		(Agreement Paragraph 6.02.E)			27	RESERVED	
Supplemental Costs				29	RESERVED			32 RESERVED
Fee @	X		(Agreement Paragraph 6.02.F)			31	RESERVED	
Total Estimated Cost of the Work				33	RESERVED			
Total CMAR Fee						34	RESERVED	
Cost of the Work with CMAR Fee								35 RESERVED

Notes to User - When, per Agreement Paragraph 7.01.C., the CMAR Fee is a stipulated amount to be added to the Estimated Cost of the Work, use		
Estimated Cost of the Work	36	
CMAR's Lump Sum (stipulated) Fee	37	RESERVED
Cost of the Work with CMAR Fee	38	**RESERVED**

CMAR and Other Contingency Allowances								
CMAR Contingency Allowance	X		of	X		Estimated Cost of the Work	41	**RESERVED**
[Other Specific Product or Contingency Allowance]							42	RESERVED
Total CMAR and Other Contingency Allowances							43	**RESERVED**

Notes to User - The Calculation for the Estimated Guaranteed Maximum Price will vary with the way the Cost of the Work with the CMAR Fee is		
Estimated Guaranteed Maximum Price (Total Construction Support Cost, Estimated Cost of Work with CMAR Fee and the	44	**RESERVED**

Notes to User - It is recommended that the Owner consider establishing an Owner's Contingency Allowance to allow authorization of scope		
Owner's Contingency Allowance	45	RESERVED

Total Amount of Contract Award (Total of Compensation for CMAR Services, Estimated Guaranteed Maximum Price, and	46	**RESERVED**

Contract Times			
CMAR **[estimates] [agrees]** it will reach Project Substantial Completion in:	47	RESERVED	days
CMAR **[estimates] [agrees]** it will reach Final Completion in additional days:	48	RESERVED	days
Estimated number of days in the Construction Period	49	RESERVED	days

Table 2—Compensation for CMAR Services - RESERVED

Table 3—Basis of Compensation for Fixed Construction Support Cost - RESERVED

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost - RESERVED

Attachment B - Preconstruction Fee Sheet

CITY OF GILLETTE
Project Name: Construction Manager at Risk - Gillette WWTP Improvements
Firm Name:

Sletten COMPANIES
SLETTEN CONSTRUCTION OF WYOMING, INC.

		STAFF DESCRIPTION	Project Executive	Preconstruction Manager	Sr. Estimator	Estimator	Sr. Project Manager	Project Manager	Project Engineer	Project Superintendent	Administrative Support	Scheduling	3D Modeling/BIM	SubTotal	Expenses	Electrical Subcontractor	Subcontractor SubTotal (w/Markup)	Project Total
		PRECONSTRUCTION SERVICE RATES	$ 160	$ 125	$ 120	$ 100	$ 130	$ 120	$ 90	$ 130	$ 75	$ 95	$ 105				%	
ITEM NO.	RFP ITEM NO.	TASK DESCRIPTION															0%	
1	1.3.7	Kick-off Meeting	10	10	10		10	10	10	10				$ 8,750	$ 1,500		$ -	$ 10,250
2	1.3.8	Prepare Construction Schedules	4	16	4		8	24	4	10		120		$ 20,100			$ -	$ 20,100
3	1.3.9	Bi-Weekly Meetings	4	12	12		12	12	6	12	6			$ 9,130			$ -	$ 9,130
4	1.3.10	Attend Design Workshops	20	60	60		20	60		60	4			$ 35,800	$ 7,100	$ 3,000	$ 3,000	$ 45,900
5	1.3.11	Procurement Workshops		8	8		8	8	4	8	4			$ 5,660		$ 1,200	$ 1,200	$ 6,860
6	1.3.12	Schedule Milestone Review		4			4	4	4	4				$ 2,380			$ -	$ 2,380
7	1.3.13	Constructability/Design Milestone Review	4	20	16		20	16	16	20	4		40	$ 18,120			$ -	$ 18,120
8	1.3.14	Schedule Development and Maintenance of Plant Operation	4	16	24		24	24	16	24	2	20		$ 18,130		$ 3,000	$ 3,000	$ 21,130
9	1.3.15	Cost Control Services/ Cost Estimates	4	40	160	320	40	80	16	12				$ 74,640		$ 6,000	$ 6,000	$ 80,640
10	1.3.16- GMP 1	Develop and Negotiate GMP 1	8	36	16	8	8	48	48	24	8	4		$ 23,720	$ 750		$ -	$ 24,470
11	1.3.16- GMP 2	Develop and Negotiate GMP 2	8	36	16	8	8	48	48	24	8	4		$ 23,720	$ 750		$ -	$ 24,470
12	1.3.16- GMP 3	Develop and Negotiate GMP 3	8	36	16	8	8	48	48	24	8	4		$ 23,720	$ 750			
		TOTAL HOURS FOR PRECONSTRUCTION	74	294	342	344	170	382	220	232	44	152	40	2294				
		TOTAL FEE FOR PRECONSTRUCTION	$ 11,840	$ 36,750	$ 41,040	$ 34,400	$ 22,100	$ 45,840	$ 19,800	$ 30,160	$ 3,300	$ 14,440	$ 4,200	$ 263,870	$ 10,850	$ 13,200	$ 13,200	$ 263,450

NOTES:

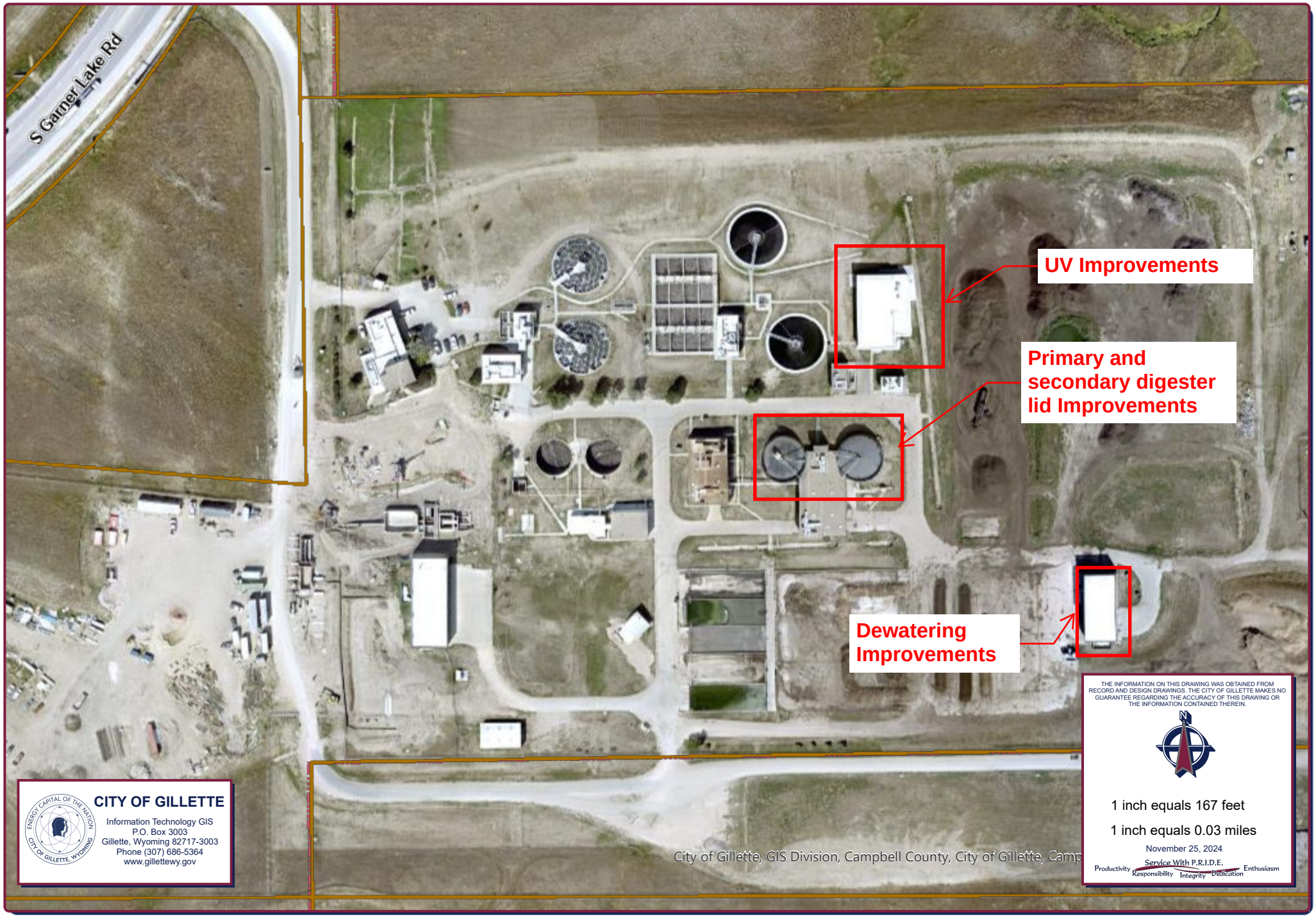
1 It is the Owner's intent that the General Contractor work under a complete "open book" approach.
2 Do not modify the order of these items. Please hide columns
3 Return Attachment printed, signed and dated.

Please treat this proprietary information as confidential and privileged material which is intended for the sole viewing of the recipient. Any other distribution is strictly prohibited.

Date: _____.

By: _____.

ArcGIS Web Map



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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the Allen Avenue Reconstruct and Drainage Project to Dan Hart Patrol, LLC, in the Amount of $1,911,977.14 (1% Project).

BACKGROUND:

The Allen Avenue Reconstruct and Drainage Project will replace storm drain, water main, sanitary sewer main and street restoration in and around Allen Avenue (see attached map). The existing concrete storm drainage channel which runs from west to east (located south of the church) needs regular removal of ice in winter months due to significant icing through the freeze/thaw cycles. The Streets Division removes ice buildup multiple times a year to allow water to flow through the channel. Further, existing sanitary sewer mains need relocated into the right-of-way (ROW) as two mains are currently located on private property. Water valves and fire hydrants will be replaced as they were installed in the 1970's era.

The anticipated schedule is to begin construction in the spring of 2025 and complete the project in fall of 2025 (weather dependent). The project has some pumps and electrical equipment that have longer than average lead times (6-8 months) which is why this project will take a long time to complete.

BIDS: The project was bid with unit pricing for a base bid and three alternates.

ACTUAL COST VS. BUDGET:

Bids were received at 2:00 p.m. on Tuesday, November 19, 2024, for the above referenced project. Three contractors submitted regular and responsive bids as shown below.

Ranking	Contractor	Base Bid + Alt 1 + Alt 3	Base Bid + Alt 2 + Alt 3
1	Power River Construction, Inc.	$ 2,157,879.90	$ 2,228,710.90
2	Hot Iron, Inc	$ 1,922,506.69	$ 2,058,465.29
3	Dan Hart Patrol, LLC	$ 1,911,977.14	$ 1,996,509.04
	Engineer's Estimate	**$ 2,236,701.50**	**$2,263,634.50**

The Base Bid included utility replacements and upgrades, a new dewatering well, curb and gutter, sidewalk, pavement, storm drainage and the removal of the existing open concrete channel and installation of a 42" underground storm pipe.

Alternate 1 included Asphalt Paving for all of Allen Avenue; alternate 2 includes Concrete Paving for all of Allen Avenue; alternate 3 includes removal of most of the open concrete channel west of Allen Avenue and replacing it with a 42” underground storm pipe.

The Allen Avenue Reconstruct and Drainage Project is fully funded in the amount of $2,500,000.00 from FY2025 Optional 1% Tax Fund.

SUGGESTED MOTION:

I move for Approval a Bid Award for the Allen Avenue Reconstruct and Drainage Project to Dan Hart Patrol, LLC, in the Amount of $1,911,977.14 (1% Project).

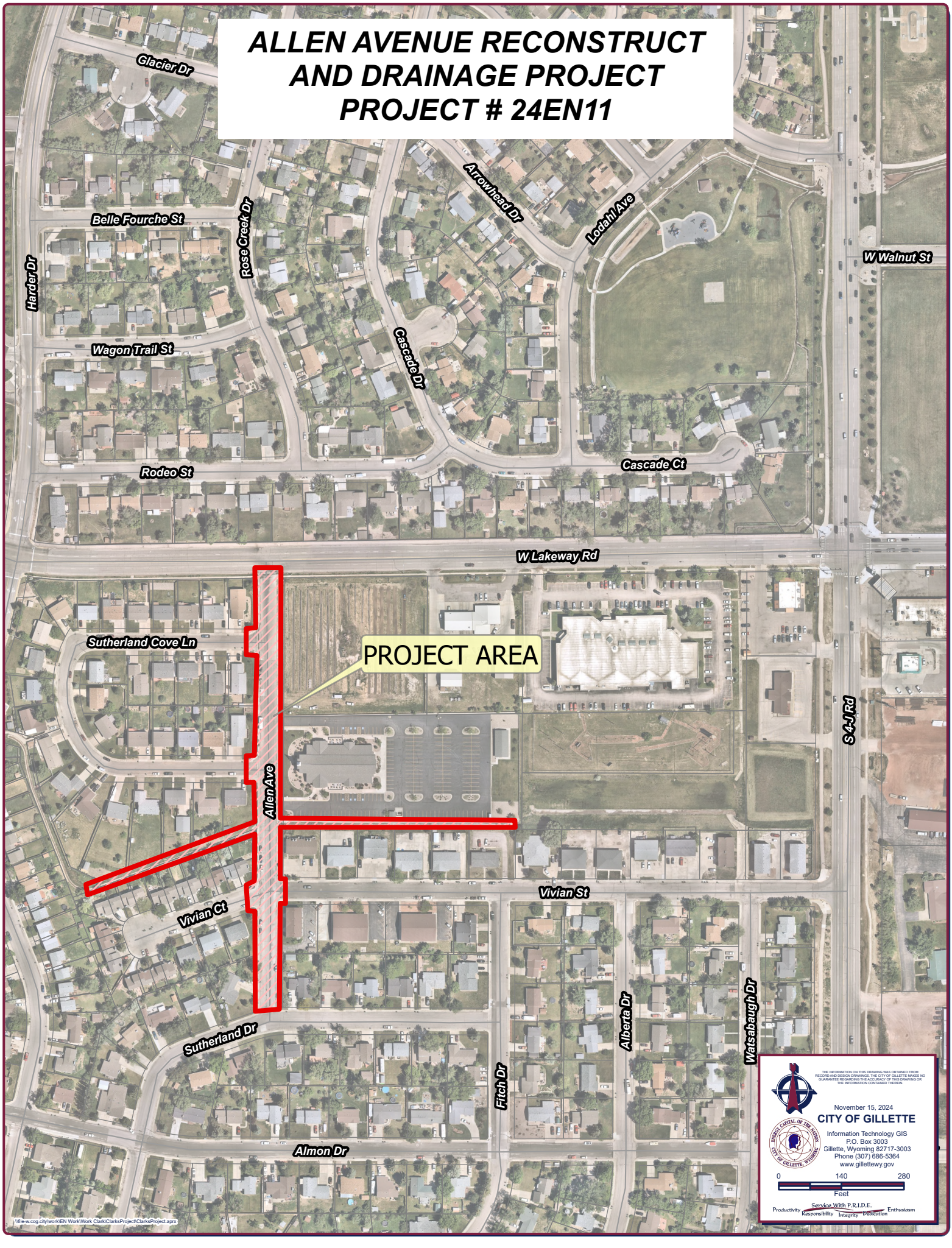
STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Aerial and Vicinity Map
Engineers Recommendation for Award
Bid Tab

ALLEN AVENUE RECONSTRUCT AND DRAINAGE PROJECT PROJECT # 24EN11



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.

November 15, 2024

CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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Gillette, WY 82716
307 682 9500
KLJENG.COM

November 20, 2024

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

Re: **Allen Avenue Improvements**
Project No. 24EN11 – Bid Opening Results

Dear Mr. Sanders:

Bids for the above project were received at the City of Gillette Purchasing Office until 2:00 p.m., Tuesday, November 19th, 2024, at which time they were opened and read aloud. The following bids were submitted for consideration:

Bidder	Base Bid	Alternate 1	Alternate 2	Base Bid + Alt. 1	Base Bid + Alt. 2	Base Bid + Alt. 1 + Alt. 3	Base Bid + Alt. 2 + Alt. 3
Powder River Construction, Inc.	$1,525,231.90	$ 402,756.50	$ 473,587.50	$1,927,988.40	$1,998,819.40	$2,157,879.90	$2,228,710.90
Hot Iron, Inc.	$1,368,374.79	$ 355,264.50	$ 491,223.10	$1,723,639.29	$1,859,597.89	$1,922,506.69	$2,058,465.29
Dan Hart Patrol Service, LLC	$1,340,292.94	$ 381,293.10	$ 465,825.00	$1,721,586.04	$1,806,117.94	$1,911,977.14	$1,996,509.04

The Engineer's opinion of probable construction costs, as prepared by KLJ, was estimated at $2,236,701.50 for the Base Bid + Alternates 1 and 3. The Engineer's opinion of probable construction costs for Base Bid + Alternates 2 and 3 was estimated at $2,263,631.50. In summary, Alternate 1 was an asphaltic pavement option with Alternate 2 as a concrete pavement option. Alternate 3 is an additional length of drainage channel to be reconstructed.

Review of the submitted bids found zero discrepancies requiring confirmation from the bidders or use of language Per Section 00200 – Instruction to Bidders, Article 14 Section 14.01.C.

KLJ considers all bidders; Dan Hart Patrol Service, LLC, Hot Iron, Inc. and Powder River Construction, Inc. to be responsive bids with no formal or informal discrepancies found. As referenced in the above table, Dan Hart Patrol Service, LLC is the apparent low bidder for Base Bid + Alternate 1 ($1,721,586.04) and for Base Bid + Alternate 2 ($1,806,117.94). Dan Hart Patrol Service, LLC. is the apparent low bidder with Base Bid + Alternates 1 and 3 price of $1,911,977.14. Their bid of $1,996,509.04 for the Base Bid + Alternates 2 and 3 is also the lowest of the submitted bids for that option.

Bid Price Comparison

The low bid received was $324,724.36 lower than the Engineer's Estimate; this is approximately 14.5%. The high bid received was approximately $78,821.60 (3.5%) lower than the Engineer's Estimate.

The following bid items provided the greatest separation between Dan Hart Patrol Services confirmed low bid and that of the second lowest bidder, Hot Iron, Inc.:

- Removal of Miscellaneous Concrete

- Install 8” Sanitary Sewer Main
- Install 42” RCP Storm Drain Pipe

Bid Analysis

Upon review of the bids and recommendation to award the Base Bid with Alternates 1 and 3, the project was discussed with Mike Walter of Dan Hart Patrol Service, LLC and he has confirmed that they are comfortable with their bid and have the resources to complete the project within the proposed contract documents.

KLJ will defer to the City’s legal counsel for a final determination and recommendation.

Sincerely,

KLJ

Adrienne Hahn, PE
Project Manager

Allen Avenue Improvements
24EN11
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	QTY	UNIT	PRC, Inc.		Dan Hart Patrol		Hot Iron, Inc.		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
01020.01	Mobilization	1	LS	$ 128,200.00	$ 128,200.00	$ 120,000.00	$ 120,000.00	$ 107,825.00	$ 107,825.00	$ 150,000.00	$ 150,000.00
01020.02	Contract Bonds	1	LS	$ 20,100.00	$ 20,100.00	$ 18,000.00	$ 18,000.00	$ 18,850.00	$ 18,850.00	$ 40,000.00	$ 40,000.00
01020.03	Force Account	1	LS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
01050.01	Contractor Provided Survey	1	LS	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 8,375.00	$ 8,375.00	$ 12,500.00	$ 12,500.00
01050.02	Contractor Provided Materials Testing	1	LS	$ 17,100.00	$ 17,100.00	$ 15,000.00	$ 15,000.00	$ 14,375.00	$ 14,375.00	$ 18,000.00	$ 18,000.00
01500.11	Construction Stormwater Management	1	LS	$ 8,400.00	$ 8,400.00	$ 3,000.00	$ 3,000.00	$ 8,838.05	$ 8,838.05	$ 5,000.00	$ 5,000.00
01510.01	Construction Signing and Traffic Control	1	LS	$ 10,900.00	$ 10,900.00	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 17,500.00	$ 17,500.00
01510.03	Project Identification Sign	1	EA	$ 1,000.00	$ 1,000.00	$ 2,200.00	$ 2,200.00	$ 1,541.50	$ 1,541.50	$ 1,500.00	$ 1,500.00
02050.02	Remove Existing Water Main	104	LF	$ 9.20	$ 956.80	$ 15.00	$ 1,560.00	$ 8.00	$ 832.00	$ 15.00	$ 1,560.00
02050.05	Remove Existing Fitting	3	EA	$ 170.00	$ 510.00	$ 550.00	$ 1,650.00	$ 150.00	$ 450.00	$ 250.00	$ 750.00
02050.07	Remove Fire Hydrant	3	EA	$ 520.00	$ 1,560.00	$ 850.00	$ 2,550.00	$ 450.00	$ 1,350.00	$ 500.00	$ 1,500.00
02050.08	Remove Valve	4	EA	$ 290.00	$ 1,160.00	$ 550.00	$ 2,200.00	$ 250.00	$ 1,000.00	$ 250.00	$ 1,000.00
02050.11	Remove Sanitary Sewer Main	88	LF	$ 10.40	$ 915.20	$ 25.00	$ 2,200.00	$ 9.00	$ 792.00	$ 25.00	$ 2,200.00
02050.12	Remove Sanitary Sewer Manhole	4	EA	$ 575.00	$ 2,300.00	$ 2,200.00	$ 8,800.00	$ 500.00	$ 2,000.00	$ 2,500.00	$ 10,000.00
02050.16	Abandon Sanitary Sewer Manhole in Place	4	EA	$ 1,480.00	$ 5,920.00	$ 1,100.00	$ 4,400.00	$ 1,212.50	$ 4,850.00	$ 1,500.00	$ 6,000.00
02050.18	Remove Existing Storm Drain	276	LF	$ 13.80	$ 3,808.80	$ 34.00	$ 9,384.00	$ 12.00	$ 3,312.00	$ 15.00	$ 4,140.00
02050.18 SP	Remove Existing Storm Drain (Box Culvert)	52	LF	$ 170.00	$ 8,840.00	$ 110.00	$ 5,720.00	$ 150.00	$ 7,800.00	$ 150.00	$ 7,800.00
02050.20	Remove Existing Storm Inlet	3	EA	$ 400.00	$ 1,200.00	$ 1,400.00	$ 4,200.00	$ 350.00	$ 1,050.00	$ 500.00	$ 1,500.00
02050.21	Install Concrete Plug	11	EA	$ 230.00	$ 2,530.00	$ 500.00	$ 5,500.00	$ 198.30	$ 2,181.30	$ 300.00	$ 3,300.00
02075.01	Removal of Existing Asphalt Pavement	3,654	SY	$ 4.90	$ 17,904.60	$ 3.50	$ 12,789.00	$ 5.00	$ 18,270.00	$ 6.00	$ 21,924.00
02075.02	Removal of Portland Cement Concrete Pavement	896	SY	$ 7.50	$ 6,720.00	$ 6.45	$ 5,779.20	$ 6.50	$ 5,824.00	$ 12.00	$ 10,752.00
02075.04	Removal of Sidewalk	5,593	SF	$ 2.20	$ 12,304.60	$ 1.80	$ 10,067.40	$ 2.00	$ 11,186.00	$ 4.50	$ 25,168.50
02075.05	Removal of Driveway	976	SF	$ 2.60	$ 2,537.60	$ 2.25	$ 2,196.00	$ 2.25	$ 2,196.00	$ 9.00	$ 8,784.00
02075.06	Remove Curb & Gutter	1,244	LF	$ 2.30	$ 2,861.20	$ 3.25	$ 4,043.00	$ 2.00	$ 2,488.00	$ 15.00	$ 18,660.00
02075.09	Removal of Concrete Fillet	1,511	SF	$ 2.90	$ 4,381.90	$ 7.50	$ 11,332.50	$ 2.50	$ 3,777.50	$ 12.00	$ 18,132.00
02075.10	Removal of Concrete Valley Gutter	1,502	SF	$ 2.90	$ 4,355.80	$ 7.00	$ 10,514.00	$ 2.50	$ 3,755.00	$ 12.00	$ 18,024.00
02075.13	Removal of Miscellaneous Concrete	8,988	SF	$ 5.70	$ 51,231.60	$ 3.00	$ 26,964.00	$ 4.50	$ 40,446.00	$ 6.00	$ 53,928.00
02210.01	Unclassified Excavation Above Subgrade	275	CY	$ 13.80	$ 3,795.00	$ 7.00	$ 1,925.00	$ 12.00	$ 3,300.00	$ 12.00	$ 3,300.00
02210.02	Excavation Below Subgrade	285	CY	$ 20.70	$ 5,899.50	$ 12.00	$ 3,420.00	$ 18.00	$ 5,130.00	$ 15.00	$ 4,275.00
02210.03	Rejected Material Disposal	285	CY	$ 18.40	$ 5,244.00	$ 20.00	$ 5,700.00	$ 16.00	$ 4,560.00	$ 15.00	$ 4,275.00
02210.04	Surplus Material Disposal	275	CY	$ 18.40	$ 5,060.00	$ 31.40	$ 8,635.00	$ 16.00	$ 4,400.00	$ 15.00	$ 4,125.00
02210.05	Imported Borrow (Clay)	345	CY	$ 23.30	$ 8,038.50	$ 22.00	$ 7,590.00	$ 19.75	$ 6,813.75	$ 45.00	$ 15,525.00
02210.0718	18" Paved Road Subgrade Processing	4,360	SY	$ 7.20	$ 31,392.00	$ 7.50	$ 32,700.00	$ 6.25	$ 27,250.00	$ 14.50	$ 63,220.00
02210.0812	12" Subgrade Processing For Patch	778	SY	$ 11.50	$ 8,947.00	$ 4.75	$ 3,695.50	$ 10.00	$ 7,780.00	$ 18.50	$ 14,393.00
02220.02	Underground Facility Locates	41	EA	$ 460.00	$ 18,860.00	$ 350.00	$ 14,350.00	$ 400.00	$ 16,400.00	$ 300.00	$ 12,300.00
02220.03	Underground Facility Crossing	31	EA	$ 690.00	$ 21,390.00	$ 800.00	$ 24,800.00	$ 600.00	$ 18,600.00	$ 600.00	$ 18,600.00
02225.02	Install Trench Foundation	80	TON	$ 38.00	$ 3,040.00	$ 40.00	$ 3,200.00	$ 31.86	$ 2,548.80	$ 45.00	$ 3,600.00
02225.04	Install Cement Treated Fill Pipe Saddle	2	EA	$ 1,470.00	$ 2,940.00	$ 1,400.00	$ 2,800.00	$ 1,185.00	$ 2,370.00	$ 1,750.00	$ 3,500.00
02231.014	Install 4" Aggregate Base	144	SY	$ 16.10	$ 2,318.40	$ 13.88	$ 1,998.72	$ 13.85	$ 1,994.40	$ 14.50	$ 2,088.00
02231.016	Install 6" Aggregate Base	778	SY	$ 17.80	$ 13,848.40	$ 12.96	$ 10,082.88	$ 15.24	$ 11,856.72	$ 22.00	$ 17,116.00
02280.02	Place Topsoil Borrow (6" Depth)	40	CY	$ 50.00	$ 2,000.00	$ 12.50	$ 500.00	$ 40.50	$ 1,620.00	$ 20.00	$ 800.00
02512.026	6" Asphaltic Concrete Patch	123	SY	$ 125.50	$ 15,436.50	$ 124.00	$ 15,252.00	$ 121.06	$ 14,890.38	$ 72.00	$ 8,856.00

Allen Avenue Improvements
24EN11
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	QTY	UNIT	PRC, Inc.		Dan Hart Patrol		Hot Iron, Inc.		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02520.014	4" Portland Cement Concrete Paving	587	SY	$ 83.00	$ 48,721.00	$ 94.62	$ 55,541.94	$ 100.30	$ 58,876.10	$ 55.00	$ 32,285.00
2520.02	7.5" Portland Cement Concrete Paving	144	SY	$ 132.50	$ 19,080.00	$ 151.05	$ 21,751.20	$ 154.75	$ 22,284.00	$ 125.00	$ 18,000.00
02528.0130	Install New 30" Curb & Gutter	1,051	LF	$ 33.00	$ 34,683.00	$ 35.06	$ 36,848.06	$ 35.65	$ 37,468.15	$ 40.00	$ 42,040.00
02528.0224	Install Replacement 24" Curb & Gutter	124	LF	$ 57.00	$ 7,068.00	$ 66.60	$ 8,258.40	$ 65.58	$ 8,131.92	$ 38.00	$ 4,712.00
02528.0230	Install Replacement 30" Curb & Gutter	53	EA	$ 67.00	$ 3,551.00	$ 78.00	$ 4,134.00	$ 76.72	$ 4,066.16	$ 50.00	$ 2,650.00
02530.014	Install Concrete Sidewalk (4")	4,708	EA	$ 10.00	$ 47,080.00	$ 9.04	$ 42,560.32	$ 10.19	$ 47,974.52	$ 10.00	$ 47,080.00
02530.046	Install Concrete Driveway (6")	976	EA	$ 14.00	$ 13,664.00	$ 14.75	$ 14,396.00	$ 15.26	$ 14,893.76	$ 12.50	$ 12,200.00
02530.066	Install New Concrete Valley Gutter (6")	3,812	LF	$ 14.00	$ 53,368.00	$ 15.65	$ 59,657.80	$ 16.46	$ 62,745.52	$ 11.00	$ 41,932.00
02530.068	Install New Concrete Valley Gutter (8")	1,287	LF	$ 16.00	$ 20,592.00	$ 16.86	$ 21,698.82	$ 17.45	$ 22,458.15	$ 13.00	$ 16,731.00
02530.078	Install Replacement Concrete Valley Gutter (8")	215	EA	$ 16.00	$ 3,440.00	$ 17.40	$ 3,741.00	$ 17.46	$ 3,753.90	$ 15.00	$ 3,225.00
02530.088	Install New Curb Return Fillet (8")	1,409	EA	$ 16.50	$ 23,248.50	$ 18.00	$ 25,362.00	$ 17.99	$ 25,347.91	$ 10.00	$ 14,090.00
02530.098	Install Replacement Curb Return Fillet (8")	102	EA	$ 16.50	$ 1,683.00	$ 19.00	$ 1,938.00	$ 18.79	$ 1,916.58	$ 13.00	$ 1,326.00
02530.10	Install Splash Pan for Fire Hydrant	33	EA	$ 26.00	$ 858.00	$ 30.00	$ 990.00	$ 30.25	$ 998.25	$ 15.00	$ 495.00
02530.126	Install Handicap Ramp and Landing (6")	885	EA	$ 17.80	$ 15,753.00	$ 21.00	$ 18,585.00	$ 20.98	$ 18,567.30	$ 25.00	$ 22,125.00
02570.01	Adjust Manhole	6	EA	$ 850.00	$ 5,100.00	$ 850.00	$ 5,100.00	$ 811.50	$ 4,869.00	$ 500.00	$ 3,000.00
02570.04	Adjust Storm Drain Inlet	6	EA	$ 500.00	$ 3,000.00	$ 1,450.00	$ 8,700.00	$ 711.50	$ 4,269.00	$ 750.00	$ 4,500.00
02570.05	Adjust Water Valve Box	8	EA	$ 650.00	$ 5,200.00	$ 550.00	$ 4,400.00	$ 472.40	$ 3,779.20	$ 500.00	$ 4,000.00
02645.01	Install Fire Hydrant Assembly Complete	3	EA	$ 7,100.00	$ 21,300.00	$ 5,500.00	$ 16,500.00	$ 5,784.74	$ 17,354.22	$ 6,000.00	$ 18,000.00
02665.016	Install 6" Water Main	55	EA	$ 67.50	$ 3,712.50	$ 38.00	$ 2,090.00	$ 57.22	$ 3,147.10	$ 65.00	$ 3,575.00
02665.018	Install 8" Water Main	49	EA	$ 89.00	$ 4,361.00	$ 45.00	$ 2,205.00	$ 74.36	$ 3,643.64	$ 75.00	$ 3,675.00
02665.03886	Install 8"X8"X6" Tee	3	LF	$ 1,500.00	$ 4,500.00	$ 785.00	$ 2,355.00	$ 1,233.00	$ 3,699.00	$ 1,500.00	$ 4,500.00
02665.108	Install 8" MJ Sleeve	2	EA	$ 1,080.00	$ 2,160.00	$ 760.00	$ 1,520.00	$ 886.13	$ 1,772.26	$ 1,000.00	$ 2,000.00
02665.116	Install 6" Gate Valve	3	EA	$ 4,000.00	$ 12,000.00	$ 2,830.00	$ 8,490.00	$ 2,182.56	$ 6,547.68	$ 2,500.00	$ 7,500.00
02665.118	Install 8" Gate Valve	3	LF	$ 4,850.00	$ 14,550.00	$ 3,611.00	$ 10,833.00	$ 2,915.43	$ 8,746.29	$ 3,250.00	$ 9,750.00
02665.18	Connect to Existing Water Main	4	EA	$ 1,700.00	$ 6,800.00	$ 3,200.00	$ 12,800.00	$ 1,411.13	$ 5,644.52	$ 2,000.00	$ 8,000.00
02665.21	Raising or Lowering Water Line	27.0	VF	$ 230.00	$ 6,210.00	$ 150.00	$ 4,050.00	$ 191.02	$ 5,157.54	$ 175.00	$ 4,725.00
02665.24	Install Test Station	3	EA	$ 350.00	$ 1,050.00	$ 500.00	$ 1,500.00	$ 286.06	$ 858.18	$ 350.00	$ 1,050.00
02665.31 SP	Replace 8" Water Valve	2	EA	$ 8,300.00	$ 16,600.00	$ 3,500.00	$ 7,000.00	$ 6,605.26	$ 13,210.52	$ 3,250.00	$ 6,500.00
02700.018	Install 8" Sanitary Sewer	406	LF	$ 67.25	$ 27,303.50	$ 35.00	$ 14,210.00	$ 56.55	$ 22,959.30	$ 70.00	$ 28,420.00
02700.02 SP	Install 3" Storm Force Main (HDPE)	380	LF	$ 45.00	$ 17,100.00	$ 25.00	$ 9,500.00	$ 37.80	$ 14,364.00	$ 100.00	$ 38,000.00
02700.03	Install Basic Sanitary Sewer Manhole (5' Depth)	5	EA	$ 6,700.00	$ 33,500.00	$ 5,150.00	$ 25,750.00	$ 4,930.93	$ 24,654.65	$ 5,500.00	$ 27,500.00
02700.04	Install Additional Sanitary Sewer Manhole Depth	19.7	VF	$ 770.00	$ 15,169.00	$ 400.00	$ 7,880.00	$ 646.86	$ 12,743.14	$ 1,500.00	$ 29,550.00
02700.09	Connect To Sanitary Sewer Main	3	EA	$ 960.00	$ 2,880.00	$ 4,500.00	$ 13,500.00	$ 825.89	$ 2,477.67	$ 2,500.00	$ 7,500.00
02700.124	4" Extend & Reconnect Existing Sanitary Sewer Service	77	EA	$ 54.50	$ 4,196.50	$ 28.50	$ 2,194.50	$ 46.96	$ 3,615.92	$ 60.00	$ 4,620.00
02725.0115	Install 15" RCP Storm Drain Pipe	483	LF	$ 94.50	$ 45,643.50	$ 65.50	$ 31,636.50	$ 77.89	$ 37,620.87	$ 90.00	$ 43,470.00
02725.0242	Install 42" Arch RCP Storm Drain Pipe	581	LF	$ 340.00	$ 197,540.00	$ 225.00	$ 130,725.00	$ 270.62	$ 157,230.22	$ 160.00	$ 92,960.00
02725.1348 SP	Install Fiberglass Dewatering Well	1	EA	$ 83,600.00	$ 83,600.00	$ 63,500.00	$ 63,500.00	$ 66,127.19	$ 66,127.19	$ 20,000.00	$ 20,000.00
02725.1360	Install 60" Basic Storm Drain Manhole (5' Depth)	2	EA	$ 14,000.00	$ 28,000.00	$ 6,600.00	$ 13,200.00	$ 10,236.34	$ 20,472.68	$ 7,250.00	$ 14,500.00

Allen Avenue Improvements
24EN11
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	QTY	UNIT	PRC, Inc.		Dan Hart Patrol		Hot Iron, Inc.		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02725.1372	Install 72" Basic Storm Drain Manhole (5' Depth)	2	EA	$ 14,000.00	$ 28,000.00	$ 7,100.00	$ 14,200.00	$ 10,236.34	$ 20,472.68	$ 8,250.00	$ 16,500.00
02725.15	Install Additional Storm Drain Manhole Depth	3	VF	$ 1,180.00	$ 3,304.00	$ 700.00	$ 1,960.00	$ 979.01	$ 2,741.23	$ 2,250.00	$ 6,300.00
02725.17	Install Single Gutter Storm Drain Inlet	6	EA	$ 4,400.00	$ 26,400.00	$ 3,850.00	$ 23,100.00	$ 3,613.20	$ 21,679.20	$ 6,000.00	$ 36,000.00
02725.29	Install Trash Guard	1	EA	$ 5,800.00	$ 5,800.00	$ 2,500.00	$ 2,500.00	$ 4,702.45	$ 4,702.45	$ 2,000.00	$ 2,000.00
02725.31	Connect to Storm Drain Manhole	1	EA	$ 4,600.00	$ 4,600.00	$ 2,200.00	$ 2,200.00	$ 3,250.00	$ 3,250.00	$ 2,500.00	$ 2,500.00
02725.38	Install Concrete Low Flow Channel	30	LF	$ 360.00	$ 10,800.00	$ 400.00	$ 12,000.00	$ 417.20	$ 12,516.00	$ 3,850.00	$ 115,500.00
02895.01	Install Fabric (Separation)	4,453	SY	$ 5.00	$ 22,265.00	$ 4.40	$ 19,593.20	$ 4.18	$ 18,613.54	$ 8.00	$ 35,624.00
02895.02	Install Geogrid	1,020	SY	$ 4.50	$ 4,590.00	$ 7.00	$ 7,140.00	$ 3.81	$ 3,886.20	$ 10.50	$ 10,710.00
02900.21 SP	Remove & Reinstall Landscaping	1	LS	$ 28,900.00	$ 28,900.00	$ 29,000.00	$ 29,000.00	$ 27,710.40	$ 27,710.40	$ 30,000.00	$ 30,000.00
16000.30 SP	Utility Adjustments for Boxes & Pedestals	1	LS	$ 9,000.00	$ 9,000.00	$ 15,800.00	$ 15,800.00	$ 9,049.61	$ 9,049.61	$ 35,000.00	$ 35,000.00
16000.31 SP	Remove & Reinstall Residential Street Light	1	EA	$ 3,400.00	$ 3,400.00	$ 5,000.00	$ 5,000.00	$ 4,429.07	$ 4,429.07	$ 2,500.00	$ 2,500.00
TOTAL BASE BID					**$1,525,231.90**		**$1,340,292.94**		**$1,368,374.79**		**$ 1,624,415.50**
02210.01	Unclassified Excavation Above Subgrade	995	CY	$ 11.50	$ 11,442.50	$ 6.50	$ 6,467.50	$ 9.00	$ 8,955.00	$ 12.00	$ 11,940.00
02210.04	Surplus Material Disposal	995	CY	$ 18.40	$ 18,308.00	$ 24.00	$ 23,880.00	$ 14.00	$ 13,930.00	$ 15.00	$ 14,925.00
2231.01	Install 10" Aggregate Base	4,210	SY	$ 16.10	$ 67,781.00	$ 17.11	$ 72,033.10	$ 12.59	$ 53,003.90	$ 40.00	$ 168,400.00
2512.0165	6.5" Asphaltic Concrete Paving	4,210	SY	$ 72.50	$ 305,225.00	$ 66.25	$ 278,912.50	$ 66.36	$ 279,375.60	$ 65.00	$ 273,650.00
	TOTAL ALTERNATE 1				**$ 402,756.50**		**$ 381,293.10**		**$ 355,264.50**		**$ 468,915.00**
02210.01	Unclassified Excavation Above Subgrade	745	CY	$ 11.50	$ 8,567.50	$ 6.50	$ 4,842.50	$ 9.00	$ 6,705.00	$ 12.00	$ 8,940.00
02210.04	Surplus Material Disposal	745	CY	$ 18.40	$ 13,708.00	$ 24.00	$ 17,880.00	$ 14.00	$ 10,430.00	$ 15.00	$ 11,175.00
2231.016	Install 6" Aggregate Base	4,210	SY	$ 15.20	$ 63,992.00	$ 13.20	$ 55,572.00	$ 11.41	$ 48,036.10	$ 28.00	$ 117,880.00
2520.02	7.5" Portland Cement Concrete Paving	4,210	SY	$ 92.00	$ 387,320.00	$ 92.05	$ 387,530.50	$ 101.20	$ 426,052.00	$ 85.00	$ 357,850.00
	TOTAL ALTERNATE 2				**$ 473,587.50**		**$ 465,825.00**		**$ 491,223.10**		**$ 495,845.00**
01020.01	Mobilization	1	LS	$ 19,000.00	$ 19,000.00	$ 10,000.00	$ 10,000.00	$ 17,500.00	$ 17,500.00	$ 15,000.00	$ 15,000.00
01050.01	Contractor Provided Survey	1	LS	$ 900.00	$ 900.00	$ 3,500.00	$ 3,500.00	$ 937.50	$ 937.50	$ 2,000.00	$ 2,000.00
01050.02	Contractor Provided Materials Testing	1	LS	$ 360.00	$ 360.00	$ 5,800.00	$ 5,800.00	$ 345.00	$ 345.00	$ 5,000.00	$ 5,000.00
02050.24	Removal of Existing Fence	400	LF	$ 21.70	$ 8,680.00	$ 20.00	$ 8,000.00	$ 6.90	$ 2,760.00	$ 10.00	$ 4,000.00
02075.13	Removal of Miscellaneous Concrete	2,561	SF	$ 7.20	$ 18,439.20	$ 7.00	$ 17,927.00	$ 6.00	$ 15,366.00	$ 8.00	$ 20,488.00
02220.02	Underground Facility Locates	3	EA	$ 520.00	$ 1,560.00	$ 400.00	$ 1,200.00	$ 450.00	$ 1,350.00	$ 300.00	$ 900.00
02220.03	Underground Facility Crossing	1	EA	$ 750.00	$ 750.00	$ 800.00	$ 800.00	$ 650.00	$ 650.00	$ 600.00	$ 600.00
02280.02	Place Topsoil Borrow (6" Depth)	62	CY	$ 50.00	$ 3,100.00	$ 10.00	$ 620.00	$ 40.50	$ 2,511.00	$ 35.00	$ 2,170.00
02570.01	Adjust Manhole	2	EA	$ 850.00	$ 1,700.00	$ 900.00	$ 1,800.00	$ 811.50	$ 1,623.00	$ 400.00	$ 800.00
02725.0242	Install 42" Arch RCP Storm Drain Pipe	350	LF	$ 340.00	$ 119,000.00	$ 225.00	$ 78,750.00	$ 274.67	$ 96,134.50	$ 150.00	$ 52,500.00
02725.1360	Install 60" Basic Storm Drain Manhole (5' Depth)	1	EA	$ 13,000.00	$ 13,000.00	$ 7,512.00	$ 7,512.00	$ 10,156.88	$ 10,156.88	$ 5,500.00	$ 5,500.00
02725.1366	Install 6' x 6' Rectangular Storm Drain Manhole	1	EA	$ 20,500.00	$ 20,500.00	$ 32,000.00	$ 32,000.00	$ 16,261.38	$ 16,261.38	$ 8,500.00	$ 8,500.00
02725.15	Install Additional Storm Drain Manhole Depth	0.1	VF	$ 1,800.00	$ 180.00	$ 104.00	$ 10.40	$ 1,529.01	$ 152.90	$ 9,250.00	$ 925.00
02900.091	Hydroseeding (Dryland Mix)	4,494	SF	$ 0.45	$ 2,022.30	$ 0.55	$ 2,471.70	$ 0.46	$ 2,067.24	$ 2.00	$ 8,988.00
02900.171	Install Fence (Privacy Wood 6')	400	LF	$ 51.75	$ 20,700.00	$ 50.00	$ 20,000.00	$ 77.63	$ 31,052.00	$ 40.00	$ 16,000.00
	TOTAL ALTERNATE 3				**$ 229,891.50**		**$ 190,391.10**		**$ 198,867.40**		**$ 143,371.00**

Allen Avenue Improvements
24EN11
BID TABULATION

BID ITEM NUMBER	BID ITEM DESCRIPTION	QTY	UNIT	PRC, Inc.		Dan Hart Patrol		Hot Iron, Inc.		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	TOTAL BASE BID + ALTERNATE 1				$ 1,927,988.40		$ 1,721,586.04		$ 1,723,639.29		$ 2,093,330.50
	TOTAL BASE BID + ALTERNATE 2				$ 1,998,819.40		$ 1,806,117.94		$ 1,859,597.89		$ 2,120,260.50
	TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 3				$ 2,157,879.90		$ 1,911,977.14		$ 1,922,506.69		$ 2,236,701.50
	TOTAL BASE BID + ALTERNATE 2 + ALTERNATE 3				$ 2,228,710.90		$ 1,996,509.04		$ 2,058,465.29		$ 2,263,631.50

TRUE TABULATION OF BIDS

Checked by: Adrienne Hahn, PE _____

KLJ

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

A Public Hearing to consider an Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.

BACKGROUND:

A public hearing notice was published in the Gillette News Record on Tuesday, November 26, 2024.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
Public Hearing Notice

PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of Gillette, Wyoming at 6:00 p.m., December 3, 2024, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming: to consider an Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.

Dated this 22nd day of November 2024

Alicia Allen, City Clerk

Publish: November 26, 2024

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

One of the goals Council set for the City Attorney's Office was a rewrite of Chapter 10 of the Gillette City Code, which deals with certain licenses and permits. Attached is a draft rewrite of this Chapter for Council consideration.

The re-write does the following:

1. Updating the language of the ordinance (some provisions have not been touched since 1948.
2. Addressing consistency within the ordinance.
3. Reducing complexity and certain license types/classifications that have never, or rarely, been issued.
4. Deleting the need for certain licenses, e.g. Poolrooms.
5. Adding the need to get licenses for certain activity; namely, food trucks.

As part of the first reading, staff will provide more detailed information on the proposed changes during a presentation.

If the re-write passes first reading, the City will hold a public hearing on second reading.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Ordinance Amending and Replacing Chapter 10 of the Gillette City Code Regarding Licenses and Permits.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

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Ordinance

PROPOSED AMENDMENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REPLACING CHAPTER 10 OF THE GILLETTE CITY CODE REGARDING LICENSES AND PERMITS.

RECITAL: the Governing Body of the City of Gillette desires to amend replace in its entirety Chapter 10 of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 10 of the Gillette City Code is replaced in its entirety with the following:

CHAPTER TEN

LICENSES AND PERMITS

ARTICLE I. GENERAL

10-1 Licenses and Permits in General

ARTICLE II. LICENSES

10-2 Itinerant Vendors and Door-to-door Solicitors

10-3 Pawnbrokers

10-4 Sexually Oriented Businesses

10-5 Mobile Food Vendors

ARTICLE III. PERMITS

10-6 Circuses, Carnivals, and Amusement Rides

10-7 Special Events, Parades, and Public Rights of Way and City Property Closures

ARTICLE I. GENERAL

§10-1. Licenses and Permits in General

1. **Purpose, Authority, Applicability, Exemptions, Issuing of Licenses and Permits Generally**
    a. The purpose of this Chapter is to protect the health, safety, and general welfare of those receiving certain goods and services by providing regulations for the providers of such goods and services.
    b. The provisions of this Chapter are legislated under the authority granted by W.S. 15-1-103(a)(xiii).
    c. As stated in this Chapter, certain licenses are issued by the City Clerk. No action by the Gillette City Council is necessary for the City Clerk to issue these licenses. Licenses and permits considered by the Gillette City Council require a majority vote to be issued. No person or organization shall be deemed to be licensed or permitted under this Chapter until the license or permit is issued and delivered, with all applicable fees paid.
    d. No person, business, or organization may engage in any business or activity regulated by this Chapter without first having obtained the relevant license or permit.
2. **Register of Licenses and Permits**
    a. The City Clerk shall keep a register of licenses and permits. This register will state the names of each person, business, and/or organization holding a license or permit, contain a copy of each application, state the type of license or permit granted, state the fee paid for each license or permit, and state the day the license becomes active.
3. **Term and Renewal**
    a. Permits are valid and effective for the dates and times specified in an approved application or as modified by the Gillette City Council.
    b. Licenses are valid and effective for the calendar year in which the license is granted. Licenses must be renewed, and the applicable fee paid, each calendar year prior to engaging in the activity granted by the relevant license.
4. **Duty to Update**
    a. Any applicant granted a license shall notify the City Clerk's office, who will notify the Gillette Police Department, of any change in any of the information required to be provided by this Chapter within five (5) business days after such change occurs.
5. **Denial Suspension, or Revocation of License or Permit**
    a. Denials; Procedure. With respect to licenses and permits issued by the City Clerk, the City Clerk may deny any application for a license or permit if:

        i. a license or permit applicant fails to provide the requested application information or accompanying materials (including the required fee);
        ii. a license or permit applicant fails to provide accurate application information;
        iii. any City agency recommends denying the application; or,
        iv. the applicant has previously violated provisions of this Chapter for the type of license or permit sought, or has otherwise had the same type of license or permit suspended or revoked.

    If the City Clerk denies an application, the applicant may appeal the denial to the City Administrator. Any such appeal must be in writing, state the basis for why the denial is improper, and be submitted to the City Administrator within three (3) days of the denial.

Within fifteen (15) days of receipt of a proper appeal, the City Administrator shall issue a written determination either approving the application or affirming the denial of the application. If the application is denied by the City Administrator, the applicant may appeal such denial to the Gillette City Council. Any such appeal must be in writing, state the basis for why the denial is improper, and be submitted to the Gillette City Council within three (3) days of the denial. Upon receipt of a proper appeal, the matter will be placed on the Gillette City Council's next agenda for consideration. Unless otherwise provided in this Chapter, and except for fees associated with background checks or finger printing, any license or permit fee will be returned to the applicant if the application is denied.

b. Suspensions and Revocations; Basis. The permits and licenses issued under this Chapter may be revoked or suspended for the following reasons:

   i. Fraud, misrepresentations, or false statements contained in an application;
   ii. Violating any provision of this Chapter with respect to the relevant license or permit; or
   iii. Conviction of the licensee or permittee of any felony or misdemeanor involving perjury, fraud, or false statements.

c. Suspensions and Revocations; Procedure; Effect of Notice. To suspend or revoke a license under this Chapter, the City Administrator must submit a written notice of suspension or revocation hearing to the licensee or permittee. This written notice must state the basis for the suspension or revocation and state the date and time of a hearing where the Gillette City Council will consider the suspension or revocation matter. This written notice must be provided to the licensee or permittee at least five (5) days prior to the hearing. This notice may be provided to the licensee or permittee at the address or email address provided by the licensee or permittee on the application for the license or permit. Upon receipt of the notice, the licensee or permittee must immediately cease engaging in the activity for which the license or permit is necessary.

d. Suspension and Revocation; Hearing. At the suspension or revocation hearing, the Gillette City Council will determine whether to suspend or revoke the licensee or permittee's license or permit. The Gillette City Council may also place any term or condition upon the licensee or permittee's license or permit that it deems necessary in its sole discretion. If the licensee or permittee fails to attend this hearing, then the license or permit shall be revoked.

6. Exemptions

a. This Chapter does not apply to events held at CAM-PLEX, unless otherwise noted.
b. This Chapter does not apply to licenses issued under Chapter 3 of the G.C.C.
c. This Chapter does not apply to licenses issued under Chapter 5 of the G.C.C.

7. Violations and Penalties Generally

a. Unless otherwise stated in this Chapter, any violation of any provision of this Chapter by any person, business, or organization is a misdemeanor, punishable by a fine of up to seven hundred fifty dollars ($750). Each day a violation occurs or persists is a separate offense. Violations of the provisions of this Chapter may serve as a basis for suspension or revocation proceedings and future denials of applications for the same type of license or permit.

ARTICLE II. LICENSES

§10-2. Itinerant Vendors and Door-to-door Solicitors

1. Purpose; Authority; Scope

a. The purpose of this Section is to establish regulations and procedures for licensing and regulating temporary or transient merchants, known as itinerant vendors, and residential door-to-door solicitors conducting or soliciting sales and related activities within the City.

b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii) and W.S. 33-20-210.

c. All applicants must comply with W.S. 33-20-201, et. seq. in addition to this Section.

d. This Section does not apply to Mobile Food Vendors governed by Section 10-5.

2. Definitions

a. "Applicant" means an individual who is at least eighteen (18) years of age, that is affiliated with a corporation, partnership, limited liability company, organization, association, or other lawfully formed entity, and is a designated representative of the same.

b. "Itinerant Vendor" means all persons, business, or organizations, either as principal and agent, that transact any temporary or transient business selling goods and services of any kind, either in one locality or more or by traveling from one or more places in Wyoming, and, for the purpose of carrying on such business hire, lease or occupy a building or permanent structure, temporary structure (including, but not limited to, tents) or motor vehicle, for the exhibition and sale of such goods, wares or merchandise.

c. "Door-to-door Solicitor" means any person, business, or organization that sells, offers for sale, takes or solicits orders for, gives away, delivers or promises to deliver in the future goods or services of kind at any residential property in the City. This definition does not apply to instances where the owner or occupant of residential property expressly invites a Door-to-door Solicitor to enter the residential property.

d. "Prohibition Sign" means all signs or notices in the English language of legible size, designed and apparently intended to serve notice or convey the meaning that any person coming upon the property where the same is posted as an unsolicited sales or Itinerant Vendor is unwelcome and is not to call upon the occupant or tenant of the property.

e. "Residential property" means any building or structure, or part thereof, located within the City that is predominantly occupied by any person(s) as a dwelling, home, or place of abode.

f. "Sale," "Sales," "Sell" as used in this section means a transaction between two or more adult parties that involves the exchange of tangible or intangible goods, services, or other assets for money.

3. Itinerant Vendor License, Application

a. Itinerant Vendor Licenses are issued by the City Clerk.

b. To be considered for an Itinerant Vendor's license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

i. <u>Applications Must Include the Following Information:</u>

1. Applicant's name, home address, telephone number, email, date of birth, and aliases.

2. All affiliated business or organization name(s), physical and mailing addresses, phone numbers, and contact emails.
3. Whether the Applicant, or their affiliated business or organization has ever had a similar type of license revoked, suspended, or denied, and, if so, a summary of the reasons regarding such revocation, suspension, or denial.
4. Proposed date(s) of sales, proposed hours of operation, the address or location and zoning classification of the proposed site for the sales.
5. A description of the items to be sold.
6. If the location of the sales is on a private parking lot, then submission of written permission of the owner of the lot must be provided to the City Clerk, and available upon request at any time the license is in use.

ii. Authorization and Consent
1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant.

iii. Timeline for Approval and Utilization
1. Upon submission of the application, the license will be denied or approved and available for retrieval from the City Clerk's office within three (3) business days.

iv. Fees:
1. The fee for an Itinerant Vendor License is fifty dollars ($50).

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Itinerant Vendor License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
d. Every person licensed as an Itinerant Vendor must possess and display the license issued by the City in a conspicuous place within public view while conducting sales.

4. Residential Door-to-door Solicitor's License Required

a. Door-to-Door Solicitor's Licenses are issued by the City Clerk.
b. To be considered for a Door-to-door Solicitor's License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

i. Applications Must Include the Following Information:
1. Applicant's name, home address, telephone number, email, date of birth, any known or used aliases, and confirmation of being at least eighteen (18) years of age or older.

2. If applicable, all affiliated business or organization name(s), physical and mailing addresses, phone numbers, contact emails, and the name and contact information of the individual who will be responsible on behalf of the licensee for supervising any individual receiving a license identification badge to conduct activities.
3. Identification of each individual, including a social security number, proposed to receive a license identification badge to conduct activities as a door-to-door solicitor, with the same requirements identified in b.i.1. above.
4. Two (2) current front-face portrait photographs of each individual identified above. The photographs must be approximately two inches (2") by two inches (2") in size. One photo will be retained by the City Clerk, and one will be affied to the license identification badge.
5. Whether the applicant or affiliated business or organization, has ever had a similar type of business license, in Wyoming or elsewhere, revoked, suspended, or denied, and any reason for such action.
6. Proposed date(s) of door-to-door sales, proposed hours of operation, and copies of any advertising materials used.
7. A description of any items, goods, merchandise, or services that will be offered for sale or involved in the taking of sale orders by the door-to-door solicitors.

ii. Authorization and Consent
1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant(s).

iii. Timeline for approval and utilization
1. Upon submission of the application, and if approved, the application and any badges that will be issued will be available for retrieval from the City Clerk's office after three (3) business days.

iv. Authorized hours of Solicitation
1. Door-to-door Solicitors License may only be utilized from the hours of 10 a.m. to 7 p.m. Mountain Standard Time (MST).

v. Fees
1. The fee for a Door-to-door Solicitors License is fifty dollars ($50).
2. Each individual person applying for a badge to work or otherwise participate under the license must pay a fee of ten dollars ($10) for the background check and for the creation of an identifying badge.

c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the

authority to recommend approval or denial of any application for the Residential Door-to-door Salesmen and Solicitors License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.

d. Every person licensed under the Door-to-door Solicitors License must possess and display their City-issued badge in a conspicuous place within public view while conducting Door-to-door sales.

5. Prohibited Practices for Itinerant Vendors and Door-to-Door Solicitors

a. No Door-to-Door Solicitor may contact any individual at a residence with a Prohibition Sign.

b. No Door-to-Door Solicitor may contact, engage with, or conduct activities at locations or residences after having been requested by the owner or occupant of such location to leave the premises or resident.

c. No Door-to-Door Solicitor shall fail to verbally identify themselves and the business or organization they represent, and the purpose of the solicitation, at the time of initial contact with a prospective customer or donor.

d. No person, business, or organization licensed under this section may misrepresent the purpose of the solicitation or sale or use false, deceptive, misleading, or untrue information in any communication with any individual. This may include but is not limited to information such as orders placed by other residents or neighbors to induce a sale, or any plan or scheme which misrepresents the true purpose of the Sale.

e. No person, business, or organization licensed under this section may make statements to any person indicating or implying that the issuance of the license by the City Clerk constitutes an endorsement by the City.

f. No Itinerant Vendor or Door-to-Door Solicitor may conduct business or activity allowed by this Chapter for more than ten (10) total days per calendar year; however, vendors of fresh produce, fruit, or Christmas trees may apply to the City Administrator or his designee for one ninety (90) day exemption from this provision.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:

   i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.

   ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.

   iii. Distribution of free literature or information which is not affiliated with any form of attempting to offer to sell, or take orders for any goods, merchandise, or service.

   iv. The sale of any of any home-made goods by a child age seventeen (17) or under in one stationary, temporary location.

§10-3. Pawnbrokers

1. Purpose and Authority

a. The purpose of this Section is to establish regulations and procedures for licensing and regulating Pawnbroker related activities within the City.
b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii), W.S. 5-1-105(a)(xliii), and W.S. 40-14-359(b).

2. Definitions

a. "Month" means the period of time from one date in a calendar month to the corresponding date in the following calendar month; if computations are made for a fraction of a month, a day will be one-thirtieth of one month.
b. "Pawnbroker" means a person engaged in the business of making Pawn Transactions.
c. "Pawn Shop" means the location or premises in which a Pawnbroker conducts business.
d. "Pawn Transaction" means the act of lending money on the security of pledged goods or the act of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed period of time.
e. "Pledged Goods" means tangible personal property which is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his or her business in connection with a pawn transaction. This does not include securities or printed evidence of indebtedness.
f. "Redemption Period" means the period of time from a transaction date to maturity date of a Pawn Transaction.

3. Application for License

a. Pawnbroker Licenses are issued by the City Clerk.
b. To be considered for a Pawnbroker License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
c. Applications must contain the following information and accompanying materials:
    i. Date of application or renewal request.
    ii. Business name, street address, mailing address, business phone number, and email.
    iii. Owners name, address, social security number, and home phone number.
    iv. Evidence that the applicant has obtained a license from the Administrator of the Wyoming Uniform Consumer Credit Code, authorizing them to engage in business making supervised loans. (*see* W.S. 40-14-341(a)). This includes the State license number, issue date, and local license number.
    v. A signature by the applicant under penalty of perjury pertaining to the information within the application.
d. To qualify for a license under this Section, a person or business must first obtain and submit proof of a license from the administrator of the Wyoming Uniform Consumer Credit Code, authorizing him to engage in the business of making supervised loans pursuant to W.S. 40-14-634.

4. Fee

a. The fee for a Pawnbroker License is one hundred dollars ($100).

5. Records and Notification

a. Pawnbrokers must keep an accurate and detailed record of all personal property, bonds, notes, and other securities received or purchased. These materials must be maintained at the Pawnbroker's Pawn Shop. These records must include the following information:

i. Descriptive or identifying marks that may be found on the Pledged Goods or other items, including but not limited to description of the item, brand name, model, serial numbers, or other general identifying qualities.
ii. Name, residential address, identification provided, date of birth, sex, height, weight, color of hair and eyes, and signature of the individual pawning or selling property.
iii. Name of the Pawnbroker and address of the Pawn Shop.
iv. Loan number, date, and dollar amount of the transaction.

b. Pawnbrokers must ensure that individuals attempting to sell or pawn property sign each record indicating ownership of any property involved with the loan.
c. All books and records shall be preserved or made available to law enforcement for a period of four (4) years from the date of the transaction, or two (2) years from final entry made in a transaction, whichever is later.
d. Any items that are purchased and not engaged in trade by a Pawn Shop or Pawnbroker shall be kept by the Pawnbroker for a period of fourteen (14) days before offering the items for sale, and keep record of these items in the same manner described in section three above.
e. Pawnbrokers must, upon request during ordinary business hours, submit and show records required by this Section for the inspection of the Chief of Police or their designee in conjunction with any investigation of Pawnbroker transactions. Any Pawnbroker must also exhibit for inspection of any such officers any goods, property, bonds, notes, or other securities that may have been received upon request of law enforcement.
f. Before noon of each working day, each Pawnbroker shall make and deliver to the Chief of Police a substantiated copy of the entries made on the previous day as herein provided and shall use forms for that purpose provided through Gillette Police Department (GPD), which shall be kept clean and legible and no entry marks erased, defaced, or removed for any reason.

6. Finance Charges, Loan Terms

a. Information concerning finance charges, terms of agreement, and all other relevant information concerning a Pawn Transaction shall be disclosed to any person desiring to enter into a Pawn Transaction with a Pawnbroker at the time of the transaction. All information disclosed shall conform to the requirements of Federal Reserve Regulation Z of the Truth in Lending Act, and applicable Wyoming Statutes. All property identification tickets shall have the maximum rate of interest to be charged printed on the face of the ticket. The printing shall be obvious, and clearly legible.
b. A Pawnbroker shall not engage in false or misleading advertising concerning the terms or conditions of credit with respect to a Pawn Transaction.
c. Except as otherwise provided in this section, the term of any Pawn Transaction made under this Section shall not exceed forty-five (45) days. At the expiration of the forty-five (45) day term, the Pawnbroker may, at the depositor's request, renew the loan for an additional thirty (30) day term.

7. Prohibited Practices and Requirements

a. Pawnbrokers may not knowingly accept or otherwise obtain any stolen or illegally obtained good is guilty of a misdemeanor.

b. Any Pawnbroker who has accepted, obtained, or bought any property or goods, either new or second hand from any person, not knowing the same to have been stolen or illegally obtained at the time, must deliver the same into the hands of the lawful owner when such owner shall have made a reasonably accurate and certain identification by means of number or description in the presence of an investigating officer.
c. Pawnbrokers may not pledge or dispose for sale or trade any item which is known or found to be stolen.
d. Pawnbrokers must refrain from transactions or conducting any business with any minor person under the age of eighteen (18).

§10-4. Sexually Oriented Businesses

1. Authority; Purpose

a. The provisions of this Section are legislated by virtue of the authority granted under W.S. 15-1-103(a)(xvi), and other relevant laws and regulations.
b. The purpose of this chapter is to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent concentration of sexually oriented businesses within the City.

2. Definitions

a. "Adult Cabaret" means a building or portion of a building featuring dancing or other live entertainment if the dancing or entertainment emphasizes the exhibiting of specific sexual activities or specified anatomical areas for observation by patrons.
b. "Adult Media" means magazines, books, videotapes, movies, slides, CD-ROMs, DVDs, images, or technology or other media used or depicting displaying, or describing hard-core Sexual Material.
c. "Adult Media Store" means an establishment that rents, sells, or otherwise as a significant aspect of its operation distributes adult media, including, but not limited to, establishments that advertise or hold themselves out in any forum as "XXX," "adult," "sex," or otherwise as a sexually oriented business other than an Adult Motion Picture Theater, or Adult Cabaret.
d. "Adult Motion Picture Theater" means an establishment emphasizing as a significant aspect of its operations Hard-core Sexual Materials in its movies or other media.
e. "Display Publicly" means the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be easily seen and its content or character distinguished by normal unaided vision viewing it form a street, highway, or public sidewalk, or from the property of others.
f. "Establishment" means any business regulated by this Section.
g. "Explicit Sexual material" means any Hard-core Sexual Material.
h. "Hard-core Sexual Material" means media characterized by sexual activity that includes one or more of the following: erect male sexual organ; contact of the mouth, tongue, or lips of one person with the genitals of another person; penetration of any body part of a person into any body orifice of another person; display of open female labia; penetration of a foreign object into a body orifice of a person, displace of male ejaculation or the aftermath of male ejaculation.
i. "Nude Model Studio" means any place where a person who appears nude, mostly nude, or displays any human sexual organ and is provided to be observed, sketched, drawn,

painted, sculptured, photographed, or similarly depicted by other persons who pay money offer other forms of consideration.

i. This shall not include:

1. a proprietary school licensed by the State of Wyoming, or any college, junior college, or university supported entirely or in party by public taxation;
2. a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
3. a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or mostly nude person is available for viewing.

j. "Media" means anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape, DVD, images of any kind, or any reproduction of anything that is or may be used as a means of communication. Media includes but is not limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMs, DVDs, other magnetic media, and undeveloped pictures.

k. "Semi-Nude or Semi-Nude Condition" means a state of dress where clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

l. "Sexually Oriented Toys or Novelties" includes but is not limited to items such as artificial sexual organs, vibrators, lubrication, etc.

m. "Novelty Shop" means an establishment that offers for sale items from both of the following categories and such items constitute at least thirty (30%) of local revenues for the establishment:

i. Lingerie; and,
ii. Sexually oriented toys or novelties.

n. "Sexually Oriented Business" means and describes collectively, but is not limited to Adult Cabaret, Adult Motion Picture Theater, Adult Media Store, Novelty Shop, or any combination thereof.

3. Application for License; Fees; Prohibition on Re-applying

a. Sexually Oriented Business licenses are issued by the Gillette City Council.

b. To be considered for a Sexually Oriented Business license, persons at least eighteen (18) years' old, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

c. <u>Applications must contain the following information:</u>

i. Name, address, telephone number, date of birth, and email contact for the individual filling out the application.
ii. Name, physical address, telephone number, and email contact of the business or proposed business effected by the application, as well as the classification of business, whether a partnership, corporation, L.L.C., etc.
iii. A sketch or diagram showing the configuration of the business premises, including a statement of total floor space occupied by the business.
iv. A specific description of the location of the business.
v. An explanation of the general nature of the business and intended hours of operation.

vi. A signature of each applicant that the license would include, with any individual that has a financial interest in the business or plans for the business, swearing to the truthfulness of the contents of the application under penalty of perjury.

d. A copy of the application will be provided to the Gillette Police Department for investigation of the application. Application information may also be referred to other agencies and departments for approval of the proposed business at the proposed premises.

e. Fees

i. The fee for a Sexually Oriented Business license is two hundred and fifty dollars ($250).

f. If an application is denied, suspended, or revoked, an applicant must wait one (1) year from the date of the denial before re-applying for a Sexually Oriented Business license.

4. Location Requirements and Restrictions of Sexually Oriented Businesses

a. No Sexually Oriented Business may be within five hundred (500) feet of the following:

i. Religious institutions.
ii. Preschool and K-12 educational institutions.
iii. Parks, playgrounds, and recreational facilities.
iv. Libraries.
v. Childcare centers, family childcare centers, and family childcare homes, or youth organizations like the Boys and Girls Club.
vi. Any location being used as a residence.
vii. Another Sexually Oriented Business.

b. The measurement of the five-hundred-foot set back shall be made in a straight line:

i. For other Sexually Oriented Businesses to the nearest portion of the structure used for the business.
ii. For all other restricted businesses without regard to intervening structures or objects, from the nearest portion of the structure used for a sexually oriented business, to the nearest portion of the lot line for such protected use.

c. Zoning

i. As long as they are not combined with any other type of Sexually Oriented Business, Novelty shops consisting of 2,000 square feet or less may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

ii. All other Sexually Oriented Businesses must operate within the I-2 Heavy Industrial District, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

5. Prohibited Practices

a. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to enter or remain in the Sexually Oriented Business, unless the minor is accompanied by a parent or guardian.

b. No person operating or employed by a Sexually Oriented Business may allow a person under the age of eighteen (18) to purchase goods or services from the Sexually Oriented Business without the specific consent of such minor's parent or guardian.

c. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to work at the Sexually Oriented Business.

d. No person operating or employed by a Sexually Oriented Business may permit the Sexually Oriented Business to remain open for business at any time between 2:00 a.m. and 6:00 a.m. on any day.
e. No person operating or employed by a Sexually Oriented Business may permit the viewing or showing of digital Adult Media, including, but not limited to, film or video, on the Sexually Oriented Business premises.
f. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, no person, other than an employee, may appear, entertain, or perform in a semi-nude condition.
g. With respect to Sexually Oriented Businesses function as an Adult Cabaret, employees appearing, entertaining, or performing in a semi-nude condition may not have any direct physical contact with any patron or customer

6. Inspections

a. An applicant or licensee must permit representatives of the Gillette Police Department, fire department, health department, building inspection, or any other agency and department as requested to enter and inspect the premises to ensure compliance with the law before being licensed, and at any time after it is occupied and opened for business.

§10-5. Mobile Food Vendors

1. Authority; Purpose; Incorporation of Food Safety Rule

a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(v).
b. The purpose of this Section is to protect the public health, safety, and welfare of the community by licensing and regulating the operations and activities of mobile food vendors within the City.
c. Food Safety Rule
    i. The Wyoming Food Safety Rule, as amended, issued by the Wyoming Department of Agriculture together with the Department of Health and the Governor's Food Safety Council is adopted and incorporated as part of this Section.
d. This Section does not apply to Itinerant Vendors governed by Section 10-2.

2. Definitions

a. "Food" means any water, beverage, edible or consumable substance in raw, cooked, frozen, or pre-packaged forms.
b. "Food Stands" or "Pushcarts" means non-permanent stands or carts that may be moved that provide approved and inspected pre-packaged food items and/or those food items requiring only limited preparation as approved by the Health Officer.
c. "Health Officer" means Health Officer from the City of Gillette, Campbell County, or State of Wyoming.
d. "Mobile Food Truck" means a motorized, wheeled vehicle or towable wheeled trailer designed and equipped to prepare and serve food.
e. "Mobile Food Unit" means a vehicular food unit utilized solely to provide pre-packaged food in individual serving sizes which have been transported from an inspected approved permanent food service establishment or food preparation facility which serves as the base of operation for the mobile food unit.

f. "Mobile Food Vendors" means any person or entity utilizing Food Stands, Pushcarts, Mobile Food Trucks, or Mobile Food Units to either sell or provide free of charge Food to the general public, and includes vendors selling consumable products at farmers markets, bazaars, and other similar events.

3. Application for License; Fees; Display

a. Mobile Food Vendor Licenses are issued by the City Clerk. Each Food Stand, Pushcart, Mobile Food Truck, and Mobile Food Unit requires a separate Mobile Food Vendor License.

b. To be considered for a Mobile Food Vendor license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

c. Applications must contain the following information and accompanying materials:

i. Name, address, email, and telephone number of the applicant.

ii. Name of any business and the business' affiliated address and contact information.

iii. Proof of application for food service permit filed with the County Health Officer or the State Department of Agriculture, as required.

iv. Proof of application for a sales tax permit through the State of Wyoming.

v. Written or typed description of the type of food items, whether pre-packaged or requiring some preparation, or for full preparation proposed to be sold from the Mobile Food Vendor.

vi. Affirmation that owners of private property consent in writing to the applicant using such property for Mobile Food Vendor activity.

d. Fee

i. The fee for each Mobile Food Vendor license is seventy-five dollars ($75).

e. Display Requirement

i. Licenses issued must be posted and displayed in a conspicuous place at the licensed or permitted premises, vehicle, cart, stand, or otherwise as applicable after being issued.

4. Inspection; Responsibilities

a. Prior to offering to provide any Food, Mobile Food Vendors proposed to be used for food preparation must be available for inspection and approval by a Health Officer and/or any city representative as required by the City Clerk, including but not limited to a representative from the Fire Department or Police Department. The preparation and sale of food products, including all equipment and items to be utilized in the preparation process, must meet state and local sanitation, health, and safety requirements.

b. At all times during operation, Mobile Food Vendors shall clean the sidewalk, street, or premises adjacent to and within twenty-five (25) feet radius of any point of sale or distribution. Such cleaning shall consist of picking up and disposing of any paper, cardboard, wood, plastic, containers, wrappers, or any litter reasonably assumed to result from the vendor's operations. Any trash, refuse, or liquid waste must be disposed of in a proper manner normally expected by a permanent brick and mortar restaurant.

c. All Mobile Food Vendors shall provide a suitable container for the placement of litter and trash by its customers.

d. All Mobile Food Vendors must comply with Chapter 9 of the G.C.C.

5. Location Restrictions and Requirements

a. General Restrictions and Requirements. No Mobile Food Vendor may:
   i. Operate within One hundred (100) feet of the primary entrance of a restaurant, measured from the center of the primary entrance of the restaurant by the most direct pedestrian path, without written consent of the affected restaurant owner(s).
   ii. Operate within Fifteen (15) feet of a fire hydrant.
   iii. Operate within Ten (10) feet of any crosswalk, whether at an intersection of public rights-of-way or at mid-block crossing.
   iv. Operate within Ten (10) feet of any curb loading signed area.
   v. Operate within Ten (10) feet of any public transportation stop.
   vi. Operate within Five (5) feet of any handicapped parking place or access ramp.
   vii. Operate within any public alleyway.
   viii. Operate within any area or lot zoned as any residential classification under the City of Gillette Zoning Code, unless such operation is associated with a Parade or Special Event permit.
      1. Additionally, this zoning restriction does not apply to Mobile Food Vendors operating "ice cream trucks." For purposes of this sub-sub section, "ice cream truck" means any motor vehicle for which ice cream, ice milk, frozen dairy products, ice sherbets, frozen deserts flavored ice, or other similar products are sold.
   ix. Park and operate diagonally or across multiple parking spaces, unless such operation is associated with a Parade or Special Event permit.
   x. Sell or distribute Food directly to any person situated in a motor vehicle.

b. Public Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors may not:
   i. Operate with a street, road, or public right of way unless such operation in a street, road, or public right way is associated with a Parade or Special Event permit that results in the closure of the street, road, or public right of way.
   ii. Leave any Food Stand, Mobile Food Unit, or Mobile Food Unit unattended in the street, road, or public right-of-way during permitted operations.
   iii. Park or operate in any street, road, or public right-of-way for the purposes of doing business in such a manner as to impede or interfere with the free movement of vehicular, bicycle, or pedestrian traffic, or visually obstruct the safe movement of vehicular, bicycle, or pedestrian traffic.
   iv. Operate anywhere within the Energy Capital Sports Complex, unless the City Administrator so permits in writing.
   v. Operate anywhere within a City park or other City owned property, whether dedicated to the public or not, unless the City Administrator so permits in writing.

c. Private Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors must:
   i. Not operate on any privately owned property without the prior written consent of the property owner.
   ii. Display or provide proof upon request of the City of the written consent of the property owner.

6. Exemptions

a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:

i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.

ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.

iii. Minors aged seventeen (17) years and younger operating a beverage stand selling lemonade, iced tea, or similar beverages on property owned, leased, or rented by their parent or legal guardians are exempt from the provisions of this Section.

ARTICLE III. PERMITS

§10-6. Circuses, Carnivals, and Amusement Rides

1. Purpose, Authority, General Provisions

a. The purpose of this Section is to establish regulations and procedures for permitting and regulating Circuses, Carnivals, and Amusement Rides.

b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103, and W.S. 33-6-101 through 104.

2. Definitions

a. "Amusement Ride" means any device that carries or conveys passengers over a fixed or restricted route or course within a defined area, for the purpose of giving its passengers amusement, thrills, or excitement. This definition does NOT include:

i. Coin operated rides that do not require the supervision of an operator.

ii. Non-mechanized playground equipment.

iii. Air inflatable rides or devices, live animal rides, physical fitness/training devices, or obstacle/challenge courses.

b. "Applicant" means the individual(s) applying for a permit under this Section, whether as an individual or on behalf of a company or organization.

c. "Carnival" means any traveling enterprise offering a variety of games, rides, exhibits and amusements to the public.

d. "Circus" means an arena, which may or may not be tent-covered, used for providing public entertainment generally including but not limited to feats of skill and daring, animal acts, and or performances by clowns.

3. Application for Permit, Inspections

a. Permits to conduct a Carnival, Circus, or Amusements Rides are issued by the Gillette City Council.

b. To be considered for a permit to conduct a Carnival, Circus, or provide access to an Amusement Ride, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

c. Applications must contain the following information and accompanying materials:

i. The name, address, telephone number, and email of the owner of the Circus, Carnival, Amusement Ride(s), or other similar shows desiring to be exhibited.
ii. The number and character of the exhibitions or rides for which admission shall be charged.
iii. The proposed date(s) for the relevant event.
iv. The location of the proposed Carnival, Circus, or Amusement Ride must be given by reference to the lot and block description of the property in sufficient detail to permit review by City agencies concerned with the enforcement of all relevant City ordinances concerning the flow of traffic, parking, code, and land use.
v. Detailed prices to be charged, including if different prices will be charged for adults and children.
vi. A copy of the lease or other agreement between the landowner and the permittee that demonstrates permission for the event.
vii. The date, name, address, and contact information for the most recent three (3) agencies with approved a permit for a show or other performance of the same Carnival, Circus, or Amusement Rides that occurred before the application with the City.
viii. Proof of liability insurance in an amount not less than one million dollars ($1,000,000), or other amount as required by the City.
ix. Applicant or permittee must agree to indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of Applicant or Licensee or in connection with: (a) the acts, errors, omissions, conduct, or operations of or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the Application or license/permit; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of any permit or license.

d. Inspections

i. The Chief of Police, or their designee, along with any other federal, state, or local government agency is authorized to inspect any carnival game or amusement ride to determine acceptability and safety.

e. Fees

i. The fee for a Carnival, Circus, or Amusement Ride permit is one hundred dollars ($100) per day for each day of the relevant activity.

4. Responsibility of Safety and Compliance

a. All Carnivals, Circus', and Amusement Rides shall be operated and maintained in such a manner as to ensure the safety of patrons and visitors.
b. In addition to the provisions of this Section, every permittee shall comply with any regulation applicable to Carnivals, Circus', and Amusement Rides, for example, by the National Association of Amusement Ride Safety Officials.

c. Every owner and permittee of each Carnival, Circus, or Amusement Ride must provide the City with a certificate of inspection or similar affirmation of safety and compliance.

5. Prohibited Practices

a. No Permittee may charge for admission in a sum in excess of the amount specified in the application for license filed with the City Clerk.

§10-7. Special Events, Parades, and Public Rights of Way and City Property Closures

1. **Authority; Purpose**
   a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(xvii).
   b. Permits under this section are issued for events that may impede a street or public right of way or are held on outdoor City property.
2. **Definitions**
   a. "Parade" means any march, ceremony, show, exhibition, or procession of any kind, or any similar display, in or upon any street, public right of way, park, or other public property within the City that hosts either:
      i. Fifty (50) or more people; or
      ii. Ten (10) or more vehicles
   b. "Special Event" means any festival, gathering, event, fair, or meeting organized for purposes of a limited duration that include, but are not limited to, sport, exhibition, trade, commerce, competition, entertainment, or music that are to be held on any street, road, public right of way, public property within City limits, or City property.
3. **Exceptions**
   a. This section does not regulate the following activity:
      i. Pedestrian march or gatherings to exercise the Constitutional rights of free speech or religion is allowed on the sidewalks adjacent to government office buildings or schools, so long as other pedestrian traffic and ingress to and egress from the government buildings or schools are not impeded;
      ii. Funeral processions; or,
      iii. City, County, State, or Federal governmental agencies acting within the scope of their functions and duties.
4. **Application for Permit; Fees; Insurance and Indemnity; Approval or Disapproval**
   a. Permits for Special Events, Parades, or Public Rights of Way and City Property closures are issued by the Gillette City Council.
   b. To be considered for a Special Event, Parade, Public Rights of Way and City Property Closure permit, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
   c. <u>Applications must contain the following information:</u>
      i. The name, address, email, and telephone number of the person seeking the permit.
      ii. If the Parade or Special Event is to be conducted for, on behalf of, or by any organization then the name, address, email, and telephone number of the organization.
      iii. The date and approximate time, both beginning and end, proposed for the Special Event or Parade.

iv. The proposed public property, City property to be used, or street, road, or public right of way to be used, including the starting and termination point, that the applicant is requesting to be closed to traffic.
v. The approximate number of persons, animals, and/or vehicles in the Special Event or Parade.
vi. The location and time that participants will gather before and after the Special Event or Parade.

d. The Chief of Police may follow up to request any additional information reasonably necessary to determine whether a permit should be issued.
e. All Special Event and Parade permit applications must be submitted at least thirty (30) days prior to the requested date for the event to occur.
f. Fees; Insurance; Indemnity
    i. A fee of $25 must be submitted at the time of Special Event or Parade permit application. This fee will be returned if the permit application is denied.
    ii. Proof of general liability insurance in an amount to be determined by the City Administrator or his designee, relative to the Special Event or Parade's risk exposure.
        1. Applicants or permittees must agree to indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of applicant or permittee or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the application or permit; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of any permit or license.

5. **Violations; Penalties**
    a. The following violations shall be considered a misdemeanor under this Section:
        i. Failure to obtain a permit for activities regulated by this Section.
        ii. Making an untrue statement on any application under this Section that is subsequently submitted to the City Clerk.
    b. Any holder of a valid license under this Section who violates the provisions of this Section is subject to suspension or revocation proceedings against the operating license.

First Reading: November 19, 2024.
Second Reading: _____.
PASSED AND APPROVED on Third and Final Reading this ____ day of December 2024.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

A Public Hearing to consider an Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.

BACKGROUND:

A public hearing notice was published in the Gillette News Record on Tuesday, November 26, 2024.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
Public Hearing Notice

PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of Gillette, Wyoming at 6:00 p.m., December 3, 2024, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming: to consider an Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.

Dated this 22nd day of November 2024

Alicia Allen

Alicia Allen, City Clerk

Publish: November 26, 2024

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

www.gillettewy.gov

DATE: 12/3/2024 6:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.

BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

One goal Council gave the City Attorney's office was amending Chapter 11 of the Gillette City Code to address certain parking matters.

Up for consideration is a draft amendment to Chapter 11. This draft does the following:

1. Add and deletes certain portion of the code to better align with the Uniform Act Regulating Traffic on Highways.

2. Address certain towing and storage issues the City has encountered.

3. Address certain concerns with the practice of tire chalking.

4. Proposed increased fines for traffic and parking offenses.

5. Add section 11-17, which regulates the parking of recreational vehicles on public streets.

A redline copy of the entire ordinance has been provided. For first reading, Staff will present on the details of these changes. A public hearing will be held on second reading in the event the ordinance passes first reading.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Ordinance to Amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
Ordinance First Reading
Redline of Current Chapter 11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 11, SECTIONS 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, AND 11-26 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 11, Sections 11-1, 11-2, 11-5, 11-11, 11-12, 11-14, 11-16, 11-17, 11-25, and 11-26 of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 11, Section 11-1, of the Gillette City Code is amended and replaced in its entirety with the following:

§11-1. Uniform Act Regulating Traffic on Highways Adopted; Definitions.

(a) By virtue of the authority granted under W.S. 15-1-119, the following sections of The Uniform Act Regulating Traffic on Highways (2024):

(1) W.S. 31-5-101 to 31-5-232, inclusive and W.S. 31-5-236 and W.S. § 31-5-237 ;

(2) W.S. 31-5-301 to 31-5-970, inclusive;

(3) W.S. 31-5-1101 to 31-5-1214, inclusive;

(4) W.S. 31-5-1301 to 31-5-1402, inclusive.

(b) A copy of these sections of The Uniform Act Regulating Traffic on Highways is on file in the office of the City Clerk.

(c) The definitions contained in W.S. 31-5-102 apply to this entire Chapter.

SECTION TWO. Chapter 11, Section 11-2, of the Gillette City Code is amended replaced in its entirety with the following:

§11-2. No Insurance.

(a) No owner of a motor vehicle required to be registered shall operate or permit the operation of a motor vehicle without having in full force and effect a motor vehicle liability policy in amounts provided by W.S. 31-9-405(b) or bond in amounts provided by W.S. 31-9-102(a)(xi).

Violation of this Section is a misdemeanor punishable by a fine of up to $750, not including all relevant court related costs, and any restitution the court may find appropriate.

(b) Any police officer issuing a citation for any moving violation, or inspecting any vehicle, shall require the operator of any motor vehicle required to be registered to produce evidence that the operator or owner of the motor vehicle has in full force and effect a motor vehicle liability policy as required in subsection A of this section. Any operator or owner of a motor vehicle required to be registered who is not able to demonstrate evidence of compliance with subsection A of this section may be charged with violating that subsection. The displaying or exhibiting of a validly issued insurance identification card by an operator or owner of the motor vehicle constitutes compliance with this section. No operator or owner of a motor vehicle charged with violating this section shall be convicted if they produce in court a valid proof of insurance at the time the citation was issued, and the same is distributed to any victims.

(c) This section does not apply to:

1. Self-insurers pursuant to W.S. 31-9-414;
2. A vehicle owned by a nonresident and registered in another jurisdiction PROVIDED the vehicle is covered by an automobile insurance policy that complies with the laws of the jurisdiction in which it is registered.

SECTION THREE. Chapter 11, Section 11-5, of the Gillette City Code is repealed and will be designated as such.

SECTION FOUR. Chapter 11, Section 11-7, of the Gillette City Code is repealed and will be designated as such.

SECTION FIVE. Chapter 11, Section 11-7(b), (c), and (d), of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-11. Towing and Impoundment of Vehicles; Generally.

(a) Members of the Gillette Police Department are hereby authorized to remove or to cause the removal of any vehicle from a City street to the nearest garage, fenced lot, or other place of safety whether publicly or privately maintained and operated, when such vehicle is parked, abandoned, or otherwise located on a City Street under any of the following circumstances;

1. When the vehicle is parked in violation of any section of the Gillette City Code or in violation of any Wyoming Statute; or

2. When the vehicle is left unattended upon any street or alley and its location constitutes an obstruction to the normal movement of traffic including for purposes of illustration, but not limitation, the use of alleys by utility vehicles including City garbage trucks; or

3. When a vehicle upon a street or alley is obstructing the normal movement of traffic and its operator refuses to move after being directed to do so by a member of the Gillette Police Department; or

4. When there exists any other cause or state of affairs authorized by law permitting the towing and impoundment of vehicles.

(b) Whenever a vehicle is towed pursuant to the terms of this ordinance, written notification shall be given to the owner of such vehicle at their last known address.

(c) No person shall recover any vehicle removed in accordance with this section except as provided herein. Before the owner or person with the right of immediate possession of any towed or impounded vehicle may recover it from the place where it has been placed or impounded, he shall pay all reasonable and necessary charges arising from the impoundment of his vehicle and shall present evidence of his identity and right to possession of the vehicle before it may be returned to him. The registered owner or person with the right of immediate possession of a towed or impounded vehicle shall pay all reasonable charges for the towing and storage of the vehicle in addition to any penalty imposed by this Chapter. In the event the City is required to pay any towing fee, the registered owner or person with immediate right of possession of the vehicle must reimburse the City for the towing fee paid before the vehicle may be released. The City Administrator shall set daily storage fees for vehicles stored at the City impound facility.

(d) Deleted.

SECTION SIX. Chapter 11, Section 11-12, of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-12. Consent to Tire Chalking Required in Order to Park on Public Streets; Parking Regulations; Generally.

(a) The City provides certain parking privileges for motor vehicle owner and operators to park upon public streets, roads, and rights of way. To ensure equitable usage of such parking privileges upon public streets, roads, and rights of way, and in order to mitigate congestion

concerns, the City imposes time limits for certain parking place usage. **In addition to the other requirements of this Chapter, to park on public streets, roads, and rights of way, any owner or operator of a motor vehicle must consent to the City's practice of "tire chalking" in enforcement of this Chapter's parking regulations. For purposes of this section, tire chalking is the practice of placing a chalk mark on a motor vehicle tire and a corresponding chalk mark on the ground to determine how long a motor vehicle has been marked in a given location. Any owner or operator's usage of a public street, road, or right of way within the City limits of Gillette will be deemed as consent to this tire chalking practice.**

(b) No vehicles may be parked between 2:30 A.M. and 6:30 A.M. on any Tuesday or Friday on the east side of Gillette Avenue between First and Seventh Street nor may any vehicles be parked between 2:30 A.M. and 6:30 A.M. on any Monday or Thursday on the west side of Gillette Avenue between First and Seventh Streets.

(c) It shall be unlawful for any person to park any vehicle within the City limits when such vehicle was transporting, carrying, or loaded with nitroglycerin, black powder, dynamite or any other explosive of a same or similar nature.

(d) It shall be unlawful for any person to park any vehicles upon the public street within the City unless such vehicles are properly and legally licensed.

(e) It shall be unlawful for any person to park any farm machinery, industrial equipment, or trailer of any description upon the public streets and parkways within the City for more than twenty-four (24) hours, except for trailers not used in any business or commercial activity, which are regulated by the terms of 11-13 GCC.

(f) No person shall park a vehicle along a roadway or street within the City for the purpose of greasing, painting or repairing such vehicles unless repairs are necessitated by an emergency.

(g) A motor vehicle as defined in this section, which is registered and properly insured for operation on public streets or highways, and parked on an off-street driveway, may extend over the adjoining sidewalk if the motor vehicle is longer than the length of the driveway measured from the edge of the sidewalk furthest from the street, does not violate Wyoming Statute section 31-5-504 (a)(i)(B). The word 'motor vehicle' shall have the meaning provided in Wyoming

Statutes Section 31-1-101 (a)(xv) but does not include a bus, motor home, school bus. This section shall not apply to any trailer or other vehicle which is attached to a motor vehicle.

(h) It is unlawful for any person to willfully violate any section of the Uniform Act Regulating Traffic of Highways adopted under G.C.C. Section 11-1, including but not limited to:

(i) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated on the signs authorized under Wyo. Stat. § 31-5-501. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

(ii) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated in Wyo. Stat. § 31-5-504, including, but not limited to:

a. Blocking a driveway. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

b. Parking on the sidewalk. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

c. Parking on private property. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

d. Within fifteen feet of a fire hydrant. Every person who is convicted of a violation of this section is subject to a fine of forty dollars ($40.00).

e. Park a vehicle, within twenty feet of an intersection. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

(iii) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated in Wyo. Stat. § 31-5-512, including, but not limited to:

a. Must park within eighteen (18) inches of the right-hand curb. Every person who is convicted of a violation of this section is subject to a fine of fifty dollars ($50.00).

SECTION SEVEN. Chapter 11, Section 11-14(c) of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-14. Alley Parking.

(a) It shall be unlawful for any person to park any vehicle within an alley that is within a block which fronts on Gillette Avenue, between 1st Street and 7th Street.

(b) It shall be unlawful for any person to park any vehicle within an alley unless it is parked so as to leave at least ten (10) feet of the alley width open for traffic. Commercial delivery vehicles may block alleys only during actual loading or unloading activities. It shall be unlawful for any person to park any vehicle including commercial delivery vehicles as described above, so that it blocks any driveway onto abutting property.

(c) Any person violating this section shall be fined not more than one hundred dollars ($100.00) for each separate offense.

SECTION EIGHT. Chapter 11, Section 11-16(D) of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-16. Parking by Residential Permit.

A. No person shall park a vehicle upon any City Street within a Residential Permit Area, as described below in section B, between the hours of 7 A.M. and 5 P.M., Monday through Friday, unless the vehicle displays a Residential Parking Sticker attached to the inside of the vehicle's front windshield on the lower left corner on the driver's side. A Residential Permit Area shall be marked and officially posted with appropriate signs.

B. The Residential Permit Area includes:

1. Both sides of 12th street from Gurley Avenue to Highway 59 and both sides of Gurley Avenue from 9th street to 12th street.

2. Both sides of Warren Avenue between 4th street and 5th street.

C. All persons residing within the Residential Permit Area shall be issued a Residential Parking Sticker upon request from the Clerk or Deputy Clerk of the Municipal Court upon presentation of evidence, such as receipt of City utility service, to show that the person resides in a residence on a street within the Residential Permit Area. All persons issued a Residential Parking Sticker may receive extra Residential Parking Stickers which may be placed on vehicles belonging

to their guests and which will permit those cars to be parked within the Residential Permit Area. Residential Parking Stickers for guests shall be furnished by the City attached to card board or other suitable backing material and equipped with a string so that the Sticker may be hung from the inside rear view mirror or placed on the front dash area so as to be visible from the outside of the vehicle.

D. Anyone parking a vehicle in violation of this section shall, upon conviction, pay a fine of $50.00, exclusive of court costs.

SECTION NINE. Chapter 11, Section 11-17, of the Gillette City Code is amended and replaced in its entirety with the following:

§11-17. Recreational vehicles, trailers, and semitrailers—Parking permitted in certain places and at certain times; penalty.

(a) Definitions.

i. For purposes of this Section, "recreational vehicle" means any vehicle that is primarily designed or utilized as a temporary living space for recreational, camping, or seasonal living; has its own motive power or is mounted on or towed by another vehicle; and is regulated by the National Highway Traffic Safety Administration as a vehicle or vehicle equipment. "Recreational vehicle" includes, but is not limited to, "motor homes" as defined in W.S. 31-1-101(a)(xv)(D) and pickup truck campers.

ii. For purposes of this Section, "trailer" and "semitrailer" mean the respective definitions found in W.S. 35-5-102(a)(xv) and W.S. 35-5-102(a)(xliii). These definitions include camper trailers and boat trailers.

(b) Exemption. This Section does not apply to "utility trailers," as defined in W.S. 35-1-101(xxiii)(C) primarily used for commercial or non-recreational purposes.

(c) Conditional Parking Permitted. In addition to the regulations specified in this Chapter, recreational vehicles, trailers, and semitrailers, whether connected to another motor vehicle or not, may be parked on public streets, roads, and rights of way only if the area that any such recreational vehicle, trailer, or semitrailer is immediately and entirely adjacent to real property that is owned or occupied by the owner of the recreational vehicle, trailer, or semitrailer.

(d) Seasonal Limitation. Notwithstanding subsection (c) above, no recreational vehicle, trailer, or semitrailer, whether connected to another motor vehicle or not, may be parked on a public street, road, or right of way from November 1st to April 30th of each year.

(e) Occupancy Prohibition. No person shall occupy or otherwise reside in a recreational vehicle, trailer, or semitrailer that is parked on a public street, road, or right of way.

(f) Penalties for Violation. Any person parking a recreational vehicle, trailer, or semitrailer in violation of this Section shall, upon conviction, pay a fine of up to two hundred dollars ($200.00), exclusive of court costs. Any vehicle parked in violation of this Section is subject to towing under G.C.C. 11-11.

SECTION TEN. Chapter 11, Section 11-25 of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-25. Overtime parking fines.

(a) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name or operated or controlled by him to be parked in violation of any sign or other legal notice legally erected pursuant to City Ordinances which limits the amount of time that vehicles can be parked in the area that it controls. The registered owner shall be rebuttably presumed to be the operator of the motor vehicle for purposes of this ordinance and to have caused his motor vehicle to be parked in violation of this ordinance, which presumption may be rebutted and overcame by evidence to show that an individual other than the registered owner parked the motor vehicle in violation of this ordinance. Failure to abide with the terms of this section of the Gillette City Code, shall result in a fine in the amount of seventy dollars ($70.00). If the motor vehicle is still parked at the same location (30) minutes after issuance of a traffic ticket for overtime parking, its registered owner or operator shall be subject to an additional ticket and an additional fine of fifty dollars ($50.00) for "extended overtime" parking. Each successive thirty (30) minute period after issuance of the first "extended overtime" parking ticket shall constitute a separate offense of extended overtime parking, for which a motor vehicle's registered owner or operator may be additionally cited and fined in the amount of fifty dollars ($50.00).

(b) The failure to pay any parking ticket within twenty-four (24) hours of its issuance, is a separate and distinct offense and if the registered owner or operator is convicted of the underlying parking violation, the registered owner or operator shall be fined, upon conviction of

not paying a parking ticket within twenty-four (24) hours, in the amount of one hundred dollars ($100.00).

SECTION ELEVEN. Chapter 11, Section 11-26 of the Gillette City Code is amended to read as follows (with changes noted in red):

§11-26. City parking lots.

(a) No vehicle shall be parked or allowed to remain in any City owned leased parking lot unless the owner or operator thereof has a current and valid lease for the purpose of parking said vehicle(s) in the specific parking lot location. The City of Gillette shall designate the conditions under which parking space leases may be obtained. (*see* Res. No. 2607, as may be amended).

(b) The Chief of Police, and his designate is authorized to remove and tow away, or have removed and towed away by a commercial towing service, any car or other vehicle parked in violation of § 11-26 (a).

(c) Cars or other vehicles towed away shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of a fine in the amount of fifty dollars ($50.00) plus reasonable towing charges, or, if relevant, reimburse to the City of any towing fee paid by the City.

First Reading: November 19, 2024.

Second Reading: _____, 2024.

PASSED AND APPROVED on Third and Final Reading this ____ day of December 2024.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

CHAPTER ELEVEN
MOTOR VEHICLES AND TRAFFIC
Revised ~~July~~ December ~~2020~~2024

ARTICLE I. IN GENERAL.

§11-1. Uniform Act Regulating Traffic on Highways Adopted; Definitions.
§11-2. ~~Driving, etc., vehicles while under the influence of alcohol or controlled substances prohibited; evidence; suspension.~~Replead (Ord. _____ , 12-17-2024)
§11-3. Placement of official signs and devices.

ARTICLE II. OPERATION OF VEHICLES GENERALLY.

§11-4. Speed limits.
§11-5. Riding or driving on sidewalks.
§11-6. Crossing Center Line and U-turns prohibited on Gillette Avenue; Failure to Maintain a Proper Lookout.
§11-7. Evading traffic control device prohibited.
§11-8. Speed or acceleration contest or exhibition on highways.

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§11-9. Unauthorized parking on private property prohibited.
§11-10. Snow Route and Snow Emergency Declarations.
§11-11. Towing and Impoundment of Motor Vehicles; Generally.
§11-12. Parking Regulations; Generally.
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§11-15. Handicapped Parking Spaces.
§11-16. Parking by Residential Permit.

§11-17. Repealed (Ord. 2058, 6-17-96)
§11-18. Repealed (Ord. 2058, 6-17-96)
§11-19. Repealed (Ord. 2058, 6-17-96)
§11-20. Repealed (Ord. 2058, 6-17-96)

§11-21. Repealed (Ord. 2058, 6-17-96)
§11-22. Repealed (Ord. 2058, 6-17-96)
§11-23. Repealed (Ord. 2058, 6-17-96)
§11-24. Repealed (Ord. 2058, 6-17-96)
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ARTICLE V. SNOWMOBILES.

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§11-58. Violation penalty.

Article I. In General.

§11-1. Uniform Act Regulating Traffic on Highways Adopted.

(a) ~~The following sections of the *Uniform Act Regulating Traffic on Highways*, W.S § 31-5-101 through § 31-5-1214, are hereby adopted under the authority of W.S. § 15-1-119, and are incorporated herein by this reference as a part of this section as fully as if completely set out herein~~By virtue of the authority granted under W.S. 15-1-119, the following sections of The Uniform Act Regulating Traffic on Highways (2024):~~:~~

(1) ~~§§~~ W.S. 31-5-101 to 31-5-232, inclusive and W.S. ~~§~~ 31-5-236 and W.S. § 31-5-237 ; (Ord 3700, 12-6-2010)

(2) ~~§§~~ W.S. 31-5-301 to 31-5-970, inclusive;

(3) ~~§§~~ W.S. 31-5-1101 to 31-5-1214, inclusive;

(4) ~~§§~~ W.S. 31-5-1301 to 31-5-1402, inclusive. (~~ord~~Ord. 3350, 12-6-2004)

(Ord 3700, 12-6-2010)

(b) ~~The following section of Wyoming Statutes, Title 31, Motor Vehicles is hereby adopted under the authority of Wyo. Const. art. XIII, § 1(b)(d).~~

~~(1) §§ 31-4-103: Failure to maintain liability coverage; penalties; exceptions.(Ord. 435, § 1, 4-4-60; Ord. 819, §3, 4-19-76; Ord. 952, § 1, 8-7-78 ; Ord. 1577, 2-4-84 ; Ord. 1923, 3/21/94)~~A copy of these sections of The Uniform Act Regulating Traffic on Highways is on file in the office of the City Clerk.

(c) The definitions contained in W.S. 31-5-102 apply to this entire Chapter.

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§11-2. ~~Driving, etc., vehicles while under the influence of alcohol or controlled substances prohibited; evidence; suspension.~~No Insurance.

~~(a) It is unlawful and punishable as provided in sub-section (d) of this section for any person who is under the influence of intoxicating liquor, to a degree which renders him incapable of safely driving a motor vehicle, to drive any vehicle within this city.~~

~~(b) Upon the trial of any criminal action or proceeding arising out of acts alleged to have been committed by any person while driving a vehicle while under the influence of intoxicating liquor, the amount of alcohol in the person's blood at the time alleged as shown by chemical analysis of the person's blood, urine, breath or other bodily substance shall give rise to the following presumptions:~~

~~(1) If there was at that time 0.05 percent or less by weight of alcohol in the person's blood, it shall be presumed that the person was not under the influence of intoxicating liquor.~~

~~(2) If there was at the time in excess of 0.05 percent but less than 0.10 percent by weight of alcohol in the person's blood, such fact shall not give rise to any presumption that the person was or was not under the influence of intoxicating liquor, but such fact may be considered with other competent evidence in determining whether the person was under the influence of intoxicating liquor to a degree which renders him incapable of safely driving a motor vehicle.~~

~~(3) If there was at that time 0.10 percent or more by weight of alcohol in the person's blood, it shall be presumed that the person was under the influence of intoxicating liquor, to a degree which renders him incapable of safely driving a motor vehicle.~~

~~(4) Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.~~

~~(5) The foregoing provisions of subsection (b) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question whether the person was under the influence of intoxicating liquor.~~

~~(c) It is unlawful and punishable as provided in sub-section (d) of this section for any person who is under the influence of alcohol or any controlled substance, to a degree which renders him incapable of safely driving a vehicle, to drive a vehicle within this city. The fact that any person charged with violation of this substance is or has been entitled to use such controlled substance under the laws of this state shall not constitute a defense against any charge of violating this subsection.~~

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~~(d) Every person convicted of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than one hundred dollars. On a second or subsequent conviction, he shall be punished by imprisonment for not more than sixty days or, in the discretion of the court, a fine of not more than two hundred dollars.~~

~~Proposed 11-2 or new section: No Insurance~~

(a) No owner of a motor vehicle required to be registered shall operate or permit the operation of a motor vehicle without having in full force and effect a motor vehicle liability policy in amounts provided by W.S. 31-9-405(b) or bond in amounts provided by W.S. 31-9-102(a)(xi). Violation of this Section is a misdemeanor punishable by a fine of up to $750, not including all relevant court related costs, and any restitution the court may find appropriate.

(b) Any police officer issuing a citation for any moving violation, or inspecting any vehicle, shall require the operator of any motor vehicle required to be registered to produce evidence that the operator or owner of the motor vehicle has in full force and effect a motor vehicle liability policy as required in subsection A of this section. Any operator or owner of a motor vehicle required ot be registered who is not able to demonstrate evidence of compliance with subsection A of this section may be charged with violating that subsection. The displaying or exhibiting of a validly issued insurance identification card by an operator or owner of the motor vehicle constitutes compliance with this section. No operator or owner of a motor vehicle charged with violating this section shall be convicted if they produce in court a valid proof of insurance at the time the citation was issued, and the same is distributed to any victims.

(c) This section does not apply to:

1. Self-insurers pursuant to W.S. 31-9-414;
2. A vehicle owned by a nonresident and registered in another jurisdiction PROVIDED the vehicle is covered by an automobile insurance policy that complies with the laws of the jurisdiction in which it is registered.

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§11-3. Placement of official signs and devices.

(a) The City Administrator or his designated representative is hereby authorized to determine the need for traffic control signs and devices in this municipality and designate their location and he shall cause to be erected the appropriate sign or device. Any sign or device placed or replaced by the City Administrator or his designated representative shall be subject to review by the City Council.

(b) The driver of any vehicle shall obey the instructions of any such sign or device in accordance with the provisions of this article, unless otherwise directed by a traffic or police officer, subject to the exceptions granted emergency position at the time of the passage of this section are similarly effective.

(c) By way of example, but not by way of limitation, such signs or devices will include: stop or yield signs; signs requiring clearance for snow removal; center lines, lane lines, and other pavement markings; pedestrian control signals; signs specifying truck routes; signs limiting weights on certain streets. (Ord. 715, § 1, 9-4-73; Ord. 861, § 2, 12-6-76.)

Article II. Operation of Vehicles Generally

§11-4. Speed limits.

(a) Where no special hazard exists that requires lower speed, no person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

(b) In every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the street in compliance with legal requirements and the duty of all persons to use due care; the speed of any vehicle not in excess of the limits specified in this section or established as hereinafter authorized shall be lawful, but any speed in excess of the limits specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful:

(1) twenty (20) miles per hour when passing a school building, or the grounds thereof, or a school crossing, during school recess or while children are going to or leaving school during opening or closing hours, and providing that the presence of such school building, grounds thereof, or school crossing is indicated plainly by signs or signals;

(2) twenty-five (25) miles per hour in any residential or urban district; or

(3) the speed limits of the City of Gillette may be increased or decreased by posting or by conforming with Wyoming Statutes § 31-5-303 (LexisNexis 2003) as amended, on any street or State Highway within the municipal boundaries. (Ord. 434, § 1, 4-4-60; Ord. 633, § 1, 9-29-70; Ord. 790, §1, 7-21-75 ; Ord. 3361, 4-4-2005)

~~§11-5. Riding or driving on sidewalks.~~

~~It shall be unlawful for any person to ride or drive a horse, motorcycle, coasting sled, motor vehicle of any kind, horse drawn vehicle or any other vehicle upon or over any sidewalk within the city, except in crossing a sidewalk into a business place, filling station, parking lots or other places where it is necessary to drive across a sidewalk. (C.O. 1948, § 214.)~~

§11-6. Crossing Center Line and U-turns prohibited on Gillette Avenue; Failure to Maintain a Proper Lookout.

(a) No person shall drive any motor vehicle across the center line of Gillette Avenue to a parking space on Gillette Avenue between 1st street and 7th street. Crossing the center line to make a left turn into or from an alley, private road, driveway or parking lot is not prohibited. U-turns are prohibited on Gillette Avenue between 1st street and 7th street. (Ord. 1742 12-4-89; Ord. 1873 1/19/93.)

(b) Every person driving a motor vehicle within the city limits of Gillette shall observe and watch the roadway, traffic in the area, and other surrounding circumstances as is reasonable and prudent for the operation of that motor vehicle, having due regard for the speed of the vehicles, traffic upon and condition of the roadway. (Ord. 1754, 6-18-90; Ord. 1873 1/19/93.)

~~§11-7. Evading traffic control device prohibited.~~

~~No person driving a motor vehicle shall leave the confines or the boundaries of a public street or thoroughfare at any intersection or elsewhere to evade a traffic control device. (Ord. 700, 7-2-73.)~~

§11-8. Speed or acceleration contest or exhibition on highway.

(a) Approval required; aiding or abetting. No person shall engage in any motor vehicle speed or acceleration contest or exhibition of speed or acceleration on any street or alley without approval of such use by the governing body in charge of such streets or alleys. No person shall aid or abet in any such motor vehicle speed acceleration contest or exhibition on any street or alley without approval of such use by the governing body in charge of such street or alley.

(b) Obstruction or barricades on highways. No person shall for the purpose of facilitating or aiding or as an incident to any motor vehicle speed or acceleration contest upon a street or alley, in any manner obstruct or place or assist in placing any barricade or obstruction upon any street or alley without approval of such use by the governing body in charge of such street or alley. (Ord. 708, § 1, 9-4-73.)

Article III. Stopping, Standing and Parking Generally.

§11-9. Unauthorized parking on private property prohibited.

(a) It is unlawful to park or drive any motor vehicle upon private property without the permission of the owner or lessee of such property.

(b) Any person convicted of a violation of this section shall be fined in an amount not to exceed two hundred dollars ($200.00). (Ord. 431, § 1, 2-1-60; Ord. 699, 7-2-73, Ord. 861, § 3, 12-6-76; Ord. 915, § 1, 1-2-78.)

§11-10. Snow Route and Snow Emergency Declarations.

(A) Definitions.

The following definitions shall apply in the interpretations and enforcement of this ordinance:

(1) The "Administrator" is the City Administrator or his designated representative.

(2) "Street" or "highway" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(3) "Roadway" means that portion of a street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

(4) "Snow Routes" are clearly marked streets or portions of streets within the city with restricted parking during certain times of the year or during a Snow Emergency.

(5) "Snow Emergency" a forecast for an accumulation of at least four (4) inches of snow from an accredited weather service, prohibiting parking on designated Snow Routes. When parking is prohibited by a Snow Emergency, the City shall request local radio, TV or cable stations, social media to broadcast announcements that all vehicles should be moved off the snow route within four (4) hours. (Ord. 3746, 1-3-2012)

(6) "Snow Emergency Declaration" a declaration of Snow Emergency by the City Administrator stating that for the health, safety and welfare of the public, emergency travel restrictions on City Streets is necessary. **Snow Emergency Declarations do include any declarations made in accordance with any internal or administrative City Policies. As such, the public is not bound by and should not rely on or base any of its decisions on any declaration based on any internal or administrative City Policy regardless whether the information is made public.**

(B) Snow Emergency

(1) Declarations of the Administrator

The Administrator shall utilize all forms of communication to publicly announce any Snow Emergency as soon as possible. The Administrator shall keep a record of the time and date when a Snow Emergency Declaration is announced to the public. The Administrator is authorized in any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to closing City streets to vehicular traffic.

(2) Termination of Snow Emergency by the Administrator.

The Administrator may terminate the Snow Emergency Declaration by notifying the public, when in the Administrator's sole discretion, the Snow Emergency conditions no longer exist.

(3) Provisions Temporarily Effective to Take Precedence.

Any provision of the Ordinance that is effective by Snow Emergency Declaration shall take precedence over other conflicting provisions of law normally in effect, except over provisions of law relating to traffic accidents, emergency travel or authorized emergency vehicles, or emergency traffic directions by a police officer. Any prohibition under this section shall remain in effect until terminated by the Administrator. No person shall park or drive any motor vehicle in violation of the terms of a Snow Emergency Declaration.

(C) Snow Routes.

(1) No Parking on Snow Routes;

Whenever there is a forecast for an accumulation of at least four (4) inches of snow from an accredited weather service, prohibiting parking on designated Snow Routes. When parking is prohibited by a Snow Emergency, the City shall request local radio, TV or cable stations, social media to broadcast announcements that all vehicles should be moved off of the snow route within 4 hours. (Ord. 3746, 1-3-2012)

(2) Signs to Mark Snow Routes.

On each street designated by the Ordinance as a Snow Route, special signs shall be posted with the wording "Emergency Snow Route. No Parking if over 4 inches". These signs shall be distinctive and uniform in appearance and shall be plainly readable to persons traveling on the street and highway. (Ord. 3746, 1-3-2012)

(3) Snow Routes Designated.

The following streets or portions of streets within the city are hereby designated as Snow Routes:

(a) The following streets or portions of streets within the city are hereby designated as Snow Routes:

(i) 6th Street from Burma Road to Gillette Avenue.

(ii) 4th Street from 4-J Road to Gurley Avenue.

(iii) Gurley Avenue from 12th Street to 4th Street.

(iv) 4-J Road from 2nd Street to 8th Street.

(v) Brooks - 2nd Street to Warlow.

(vi) 9th - Butler Spaeth to U. S. 59.

(vii) Foothills Blvd. - U.S. 14-16 to Echeta Road.

(viii) 7th Street - U.S. 59 to 4-J Road. (Ord. 3194, 12-18-01; Ord. 3746, 1-3-2012; Ord. 3795, 6-3-2013)

(b) The Administrator, in his sole discretion, is authorized before, during, or after any Snow Emergency to implement any emergency measures and restrictions reasonably necessary to protect the public health, safety, and welfare, including but not limited to prohibiting parking on any City street.

(4) Parking after Snow removal.

In addition, to the parking prohibition in Section (3)(b)(i)-(iv), any other Snow Emergency under this section shall remain in effect until the Snow Route has been plowed and snow is no longer accumulating. While the Snow Emergency is in effect, no person shall park any vehicle on any portion of a Snow Route. Nothing in this section shall be construed to permit parking where parking is forbidden by any other provision of this ordinance or any other local, state or federal rule, regulation or law.

(5) Notification of Owners.

When a Snow Emergency occurs the police, whenever practicable, will attempt to identify the owners of vehicles parked on Snow Routes to relocate their vehicles prior to their removal. (Ord. 3746, 1-3-2012)

(6) Removal, Impounding, and Return of Vehicles.

(a) The police department is authorized to remove or have a vehicle removed from a street to the nearest garage, other designated facility owned by the City, or place of safety (including another location on a street) when:

(i) The vehicle is parked on a Snow Route during a Snow Emergency.

(ii) The vehicle is parked in violation of any City Parking Ordinance or other provision of law and is interfering with snow removal operations.

(b) When the City police department removes a vehicle from a street during a Snow Emergency, the City will provide notice in writing to the owner of the vehicle. If the vehicle is stored in a public or private garage, a copy of the notice will be provided to the owner of garage.

(c) If the City police department cannot determine the owner of the vehicle within three (3) days, a written report must be filed with the Wyoming Department of Transportation including the reasons for removal, and the name of the garage or place where the vehicle is stored.

(d) To recover a vehicle the owner must provide the City police department with their driver's license, registration for the vehicle, and sign a receipt for the return of the vehicle. The owner is responsible for all fees owed to any company towing and/or storing the vehicle. (Ord. 3746, 1-3-2012)

(e) The City police department is responsible for keeping a record of each vehicle removed in accordance with this section, including a description of the vehicle, license number, the date, time and location of vehicle removal, where it is stored, the name and address of its owner, if known, and any parking violation.

(f) This section shall be supplemental to any other provisions of Wyoming law authorizing the police department to remove vehicles.

(7) Evidence Vehicles Parked or Left in Violation of Ordinance.

Proof that the vehicle described in the citation was parked in violation of this ordinance, and proof that the defendant was registered owner at the time of the violation constitutes prima facie evidence that the defendant was the person who parked the vehicle in violation of this Ordinance.

(D) Penalties.

Every person convicted of a violation of any provision of this Ordinance shall be punished by a fine of not more than two hundred dollars ($200.00).

(E) Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance. (Ord 1045, 11-5-79; Ord. 1422, 2-7-83; Ord. 1915, 1-3-94; Ord 3970, 10-15-19)

§11-11. Towing and Impoundment of Vehicles; Generally.

(a) Members of the Gillette Police Department are hereby authorized to remove or to cause the removal of any vehicle from a City street to the nearest garage, fenced lot, or other place of safety whether publicly or privately maintained and operated, when such vehicle is parked, abandoned, or otherwise located on a City Street under any of the following circumstances;

1. When the vehicle is parked in violation of any section of the Gillette City Code or in violation of any Wyoming Statute; or

2. When the vehicle is left unattended upon any street or alley and its location constitutes an obstruction to the normal movement of traffic including for purposes of illustration, but not limitation, the use of alleys by utility vehicles including City garbage trucks; or

3. When a vehicle upon a street or alley is obstructing the normal movement of traffic and its operator refuses to move after being directed to do so by a member of the Gillette Police Department; or

4. When there exists any other cause or state of affairs authorized by law permitting the towing and impoundment of vehicles.

(b) Whenever a vehicle is towed pursuant to the terms of this ordinance, written notification shall be given to the owner of such vehicle at their last known address. ~~according to the terms of § 11-10-(h)-(2)(3) and (5)~~.

(c) No person shall recover any vehicle removed in accordance with this section except as provided herein. Before the owner or person with the right of immediate possession of any towed or impounded vehicle may recover it from the place where it has been placed or impounded, he shall pay all reasonable and necessary charges arising from the impoundment of his vehicle and shall present evidence of his identity and right to possession of the vehicle before it may be returned to him. ~~Fees for vehicles towed to a public or private location shall be paid directly to the company providing the towing service.~~ The registered owner or person with the right of immediate possession of a towed or impounded vehicle shall pay all reasonable charges for the towing and storage of the vehicle in addition to any penalty imposed by this Chapter. ~~Storage fees at a private or public storage facility will be paid directly to the operator of the facility and will be the~~

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~~responsibility of the individual accepting custody of the vehicle~~In the event the City is required to pay any towing fee, the registered owner or person with immediate right of possession of the vehicle must reimburse the City for the towing fee paid before the vehicle may be released. The City Administrator shall set daily storage fees for vehicles stored at the City impound facility. (Ord. 1431, 4-4-83)

~~(d) In section 11-11, 11-12, 11-13 and 11-14 of the GCC, the word 'vehicle' shall have the meaning provided in Wyoming Statutes Section 31-13-101 (a)(ix). (Ord. 3701, 12-20-2010)~~

§11-12. Consent to Tire Chalking Required in Order to Park on Public Streets; Parking Regulations; Generally.

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(a) The City provides certain parking privileges for motor vehicle owner and operators to park upon public streets, roads, and rights of way. To ensure equitable usage of such parking privileges upon public streets, roads, and rights of way, and in order to mitigate congestion concerns, the City imposes time limits for certain parking place usage. **In addition to the other requirements of this Chapter, to park on public streets, roads, and rights of way, any owner or operator of a motor vehicle must consent to the City's practice of "tire chalking" in enforcement of this Chapter's parking regulations. For purposes of this section, tire chalking is the practice of placing a chalk mark on a motor vehicle tire and a corresponding chalk mark on the ground to determine how long a motor vehicle has been marked in a given location. Any owner or operator's usage of a public street, road, or right of way within the City limits of Gilette will be deemed as consent to this tire chalking practice.**

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(~~a~~b) No vehicles may be parked between 2:30 A.M. and 6:30 A.M. on any Tuesday or Friday on the east side of Gillette Avenue between First and Seventh Street nor may any vehicles be parked between 2:30 A.M. and 6:30 A.M. on any Monday or Thursday on the west side of Gillette Avenue between First and Seventh Streets.

(~~b~~c) It shall be unlawful for any person to park any vehicle within the City limits when such vehicle was transporting, carrying, or loaded with nitroglycerin, black powder, dynamite or any other explosive of a same or similar nature.

(~~e~~d) It shall be unlawful for any person to park any vehicles upon the public street within the City unless such vehicles are properly and legally licensed.

(c~~d~~) It shall be unlawful for any person to park any farm machinery, industrial equipment, or trailer of any description upon the public streets and parkways within the City for more than twenty-four (24) hours, except for trailers not used in any business or commercial activity, which are regulated by the terms of 11-13 GCC.

(~~e~~f) No person shall park a vehicle along a roadway or street within the City for the purpose of greasing, painting or repairing such vehicles unless repairs are necessitated by an emergency.

(~~f~~g) A motor vehicle as defined in this section, which is registered and properly insured for operation on public streets or highways, and parked on an off-street driveway, may extend over the adjoining sidewalk if the motor vehicle is longer than the length of the driveway measured from the edge of the sidewalk furthest from the street, does not violate Wyoming Statute section 31-5-504 (a)(i)(B). The word 'motor vehicle' shall have the meaning provided in Wyoming Statutes Section 31-1-101 (a)(xv) but does not include a bus, motor home, school bus. This section shall not apply to any trailer or other vehicle which is attached to a motor vehicle. (Ord. 3795, 6-3-2013).

(~~g~~h) It is unlawful for any person to willfully violate any section of the Uniform Act Regulating Traffic of Highways adopted under G.C.C. Section 11-1, including but not limited to:

(i) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated on the signs authorized under Wyo. Stat. § 31-5-501. Every person who is convicted of a violation of this section is subject to a fine of fifty~~ve~~ dollars ($50.00).

(ii) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated in Wyo. Stat. § 31-5-504, including, but not limited to:

a. Blocking a driveway. Every person who is convicted of a violation of this section is subject to a fine of fifty~~ve~~ dollars ($50.00).

b. Parking on the sidewalk. Every person who is convicted of a violation of this section is subject to a fine of fifty~~ve~~ dollars ($50.00).

c. Parking on private property. Every person who is convicted of a violation of this section is subject to a fine of fifty~~ve~~ dollars ($50.00).

d. Within fifteen feet of a fire hydrant. Every person who is convicted of a violation of this section is subject to a fine of forty dollars ($40.00).

e. Park a vehicle, within twenty feet of an intersection. Every person who is convicted of a violation of this section is subject to a fine of ~~five~~ fifty dollars ($50.00).

(iii) It is unlawful for any person to willfully park a vehicle in violation of the restrictions, regulations or prohibitions stated in Wyo. Stat. § 31-5-512, including, but not limited to:

a. Must park within eighteen (18) inches of the right-hand curb. Every person who is convicted of a violation of this section is subject to a fine of ~~five~~ fifty dollars ($50.00). (Ord. 3795, 6-3-2013; Ord. 3983 7/21/20).

§11-13. Seasonal Vehicle Parking.

During the summer months, from May 1st through September 30th, no vehicle shall be considered abandoned on a city street for the purposes of W. S. Section 31-13-101 through Section 31-13-114 and removed according to the authority of W. S. Section 31-13-104(f) until the notice of intent has remained on the vehicle at least seventy-two (72) hours prior to removal. (Ord. 1632 9-15-86)

§11-14. Alley Parking.

(a) It shall be unlawful for any person to park any vehicle within an alley that is within a block which fronts on Gillette Avenue, between 1st Street and 7th Street.

(b) It shall be unlawful for any person to park any vehicle within an alley unless it is parked so as to leave at least ten (10) feet of the alley width open for traffic. Commercial delivery vehicles may block alleys only during actual loading or unloading activities. It shall be unlawful for any person to park any vehicle including commercial delivery vehicles as described above, so that it blocks any driveway onto abutting property.

(c) Any person violating this section shall be fined not more than one hundred dollars ($100.00) for each separate offense. (Repealed, Ord. 1431, 4-4-83; Ord. 1558, 9-17-84; (Ord. 3261, 2/18/2003; Ord. 3701, 12-20-2010; Ord. 3821, 5-20-2014)

§11-15. Handicapped Parking Spaces.

(a) No person shall park a motor vehicle in a parking lot space, or along a City street if the parking space is marked and posted for handicapped parking in accordance with State Law, and if the motor vehicle does not display a handicapped vehicle identification sticker issued by the Department of Revenue and Taxation of the State of Wyoming or otherwise in accordance with State Law. Handicapped parking spaces shall be marked with signs containing the international handicapped symbol, a picture of a wheel chair. An individual wishing to acquire a handicapped vehicle identification sticker must apply to the State Department of Revenue and Taxation on forms prepared by the department which are available at the office of the City Clerk.

(b) Anyone parking a motor vehicle in violation of this section shall, upon conviction, pay a fine of not less than fifty dollars ($50.00), nor more than two hundred dollars ($200.00), exclusive of court costs. (Ord. 3983, 7/21/20)

§11-16. Parking by Residential Permit.

A. No person shall park a vehicle upon any City Street within a Residential Permit Area, as described below in section B, between the hours of 7 A.M. and 5 P.M., Monday through Friday, unless the vehicle displays a Residential Parking Sticker attached to the inside of the vehicle's front windshield on the lower left corner on the driver's side. A Residential Permit Area shall be marked and officially posted with appropriate signs.

B. The Residential Permit Area includes:

1. Both sides of 12th street from Gurley Avenue to Highway 59 and both sides of Gurley Avenue from 9th street to 12th street.

2. Both sides of Warren Avenue between 4th street and 5th street.

C. All persons residing within the Residential Permit Area shall be issued a Residential Parking Sticker upon request from the Clerk or Deputy Clerk of the Municipal Court upon presentation of evidence, such as receipt of City utility service, to show that the person resides in a residence on a street within the Residential Permit Area. All persons issued a Residential Parking Sticker may receive extra Residential Parking Stickers which may be placed on vehicles belonging to their guests and which will permit those cars to be parked within the Residential Permit Area. Residential Parking Stickers for guests shall be furnished by the City attached to card board or other suitable backing material and equipped with a string so that the Sticker may be hung from the inside rear view mirror or placed on the front dash area so as to be visible from the outside of the vehicle.

D. Anyone parking a vehicle in violation of this section shall, upon conviction, pay a fine of $50.00, exclusive of court costs. (Ord. 1867, 11/16/92 ; Ord. 3360, 4/4/2005)

§11-17. ~~Repealed (Ord. 2058, 6-17-96)~~Recreational vehicles, trailers, and semitrailers—Parking permitted in certain places and at certain times; penalty.

(a) Definitions.

i. For purposes of this Section, "recreational vehicle" means any vehicle that is primarily designed or utilized as a temporary living space for recreational, camping, or seasonal living; has its own motive power or is mounted on or towed by another vehicle; and is regulated by the National Highway Traffic Safety Administration as a vehicle or vehicle equipment. "Recreational vehicle" includes, but is not limited to, "motor homes" as defined in W.S. 31-1-101(a)(xv)(D) and pickup truck campers.

ii. For purposes of this Section, "trailer" and "semitrailer" mean the respective definitions found in W.S. 35-5-102(a)(xv) and W.S. 35-5-102(a)(xliii). These definitions include camper trailers and boat trailers.

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(b) Exemption. This Section does not apply to "utility trailers," as defined in W.S. 35-1-101(xxiii)(C) primarily used for commercial or non-recreational purposes.

(c) Conditional Parking Permitted. In addition to the regulations specified in this Chapter, recreational vehicles, trailers, and semitrailers, whether connected to another motor vehicle or not, may be parked on public streets, roads, and rights of way only if the area that any such recreational vehicle, trailer, or semitrailer is immediately and entirely adjacent to real property that is owned or occupied by the owner of the recreational vehicle, trailer, or semitrailer.

(d) Seasonal Limitation. Notwithstanding subsection (c) above, no recreational vehicle, trailer, or semitrailer, whether connected to another motor vehicle or not, may be parked on a public street, road, or right of way from November 1st to April 30th of each year.

(e) Occupancy Prohibition. No person shall occupy or otherwise reside in a recreational vehicle, trailer, or semitrailer that is parked on a public street, road, or right of way.

(f) Penalties for Violation. Any person parking a recreational vehicle, trailer, or semitrailer in violation of this Section shall, upon conviction, pay a fine of up to two hundred dollars ($200.00), exclusive of court costs. Any vehicle parked in violation of this Section is subject to towing under G.C.C. 11-11.

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§11-18. Repealed (Ord. 2058, 6-17-96)

§11-19. Repealed (Ord. 2058, 6-17-96)

§11-20. Repealed (Ord. 2058, 6-17-96)

§11-21. Repealed (Ord. 2058, 6-17-96)

§11-22. Repealed (Ord. 2058, 6-17-96)

§11-23. Repealed (Ord. 2058, 6-17-96)

§11-24. Repealed (Ord. 2058, 6-17-96)

§11-25. Overtime parking fines.

(a) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name or operated or controlled by him to be parked in violation of any sign or other legal notice legally erected pursuant to City Ordinances which limits the amount of time that vehicles can be parked in the area that it controls. The registered owner shall be rebuttably presumed to be the operator of the motor vehicle for purposes of this ordinance and to have caused his motor vehicle to be parked in violation of this ordinance, which presumption may be rebutted and overcame by evidence to show that an individual other than the registered owner parked the motor vehicle in violation of this ordinance. Failure to abide with the terms of this section of the Gillette City Code, shall result in a fine in the amount of seventy dollars ($70.00). If the motor vehicle is still parked at the same location (30) minutes after issuance of a traffic ticket for overtime parking, its registered owner or operator shall be subject to an additional ticket and an additional fine of ~~five~~ fifty dollars ($50.00) for "extended overtime" parking. Each successive thirty (30) minute period after issuance of the first "extended overtime" parking ticket shall constitute a separate offense of extended overtime parking, for which a motor vehicle's registered owner or operator may be additionally cited and fined in the amount of ~~five~~ fifty dollars ($50.00).

(b) The failure to pay any parking ticket within twenty-four (24) hours of its issuance, is a separate and distinct offense and if the registered owner or operator is convicted of the underlying parking violation, the registered owner or operator shall be fined, upon conviction of not paying a parking ticket within twenty-four (24) hours, in the amount of ~~ten~~ one hundred dollars ($100.00). (Ord. 399, § 10, 5-18-53; Ord. 956, § 1, 8-7-78, Ord. 1332, 5-3-82; Ord. 1464, 7-5-83; Ord. 3073, 5-17-99; Ord. 3932, 8-1-17.)

§11-26. City parking lots.

(a) No vehicle shall be parked or allowed to remain in any City owned leased parking lot ~~owned or operated by the City of Gillette~~ unless the owner or operator thereof

has a current and valid lease for the purpose of parking said vehicle(s) in the specific parking lot location. –The City of Gillette shall designate the conditions under which parking space leases may be obtained. (*see* Res. No. ~~XXX~~2607, as may be amended).

(b) The Chief of Police, and his designate is authorized to remove and tow away, or have removed and towed away by a commercial towing service, any car or other vehicle parked in violation of § 11-26 (a).

(c) Cars or other vehicles towed away shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of a fine in the amount of fifty dollars ($50.00) plus reasonable towing charges, or, if relevant, reimburse to the City of any towing fee paid by the City. (Ord. 957, § 1, 8-7-78, Ord. 3920, 4-18-2017)

Article IV. Bicycles.

§11-27. "Bicycle" defined.

A bicycle, as mentioned in this article, shall mean a device having two tandem wheels of a diameter not less than ten inches and propelled by human power. (Ord. 400, §1. 11-2-53.)

§11-28. Registration.

The Police Department shall issue, upon written application a registration decal or other consecutively numbered receipt evidencing registration, to the owner of the specific bicycle owned by him.– The Police Department shall maintain records of all registered bicycles, including the registration number, date of registration, name and address of the owner and serial number of the registered bicycle.— The original owner may receive a replacement registration decal or receipt if he can show sufficient evidence to the Police Department that the original was lost, stolen or destroyed.
(Ord. 400, §2, 11-2-53; Ord. 861, §10, 12-6-76; Ord. 1513, 2-20-84; Ord. 1732, 8/7/89; Ord.2059, 6-17-96)

§11-29. Alteration of Registration and Bicycle Serial Numbers Prohibited.

It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the number of any registration decal or receipt issued pursuant to this chapter. It is also unlawful for any person to willfully and maliciously remove, destroy, mutilate or alter any bicycle frame serial numbers. (Ord. 400, §2, 11-2-53; Ord. 861, §11, 12-6-76; Ord. 1513, 2-2-84.)

§11-30. Bicycle Operation Regulations.

A. TRAFFIC REGULATION APPLICABILITY.

Every person riding a bicycle upon a street, alley, public highway, roadway or bicycle path or lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a motor vehicle under the Gillette City Code, except as to those provisions which by their nature can have no application.

B. RESTRICTIONS.

1. A person propelling a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto.

2. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

C. CLINGING TO VEHICLES.

No person while riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicles upon any highway, lane, alley, street or bicycle path within the City.

D. RIDING ON ROADWAY - RESTRICTED TO RIGHT SIDE.

Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable exercising due care when passing a standing vehicle or one proceeding in the same direction. The provision of this section shall not apply when the bicyclist is executing a left hand turn.

E. RIDING ON ROADWAY - NOT MORE THAN TWO SIDE-BY-SIDE~~ABREAST~~.

Persons riding bicycles upon a roadway and bicycle paths or lanes shall not ride more than two side-by-side~~abreast~~.

F. RIDING ON ROADWAYS - RESTRICTED WHEN PATH OR LANE PROVIDED.

Whenever a usable and marked path or lane for bicycles has been provided adjacent to a roadway bicycle riders shall use such path or lanes and shall not use the roadway except as necessary to turn at an intersection or into a private road or driveway or as necessary to leave the bicycle path or land to avoid debris or other hazardous conditions. No person operating a bicycle shall leave the bicycle path or lane until movement can be made with reasonable safety and then only after giving an appropriate signal in the event any motor vehicle may be affected by the movement.

G. CARRYING ARTICLES.

No person operating a bicycle shall carry any package, bundle or article which prevents the driver from keeping at lease one (1) hand upon the handle bars. (Ord. 400, §3, 11-2-53.; Ord. 1513, 2-20-84.)

§11-31. Motor Vehicles - Restricted From Paths or Lanes Right of Way Determination.

Operators of motor vehicles shall not drive within such bicycle paths or lanes except as necessary to enter a parking space or execute a turn across such bicycle paths or lanes, or to yield to an authorized emergency vehicle. When executing a turning movement to the right, the operator of a motor vehicle shall yield the right-of-way to any bicyclist riding within the bicycle path or lane and who is so close to the motor vehicle as to constitute an immediate hazard, but said operator of a motor vehicle, having so yielded and having given a signal when and as required by law, may make such turning movement to the right, and the bicyclist approaching the motor vehicle shall yield the right-of-way to the motor vehicle making the turning movement to the right. (Ord. 400, §4, 11-2-53: Ord. 1513, 2-20-84.)

§11-32. Parking bicycles.

The operator of a bicycle shall park such bicycle upon the roadway at the curb, upon a sidewalk in a rack to support the bicycle or against a building, except windows or glass doors thereof, in such a manner to afford the least obstruction to pedestrian or vehicular traffic. (Ord. 400, §5, 11-2-53; Ord. 861, §13, 12-6-76.)

§11-33. Equipment required and prohibited.

Every bicycle, operated upon a street or public place during the period one hour after sunset to one hour before sunrise and at any other time when there is not sufficient light under normal atmospheric conditions to render clearly discernible persons and vehicles on the street or public place at a distance of five hundred feet ahead, shall be equipped with a lighted lamp on the front thereof and shall also be equipped with a red reflector or lamp on the rear of such bicycle, exhibiting or reflecting a red light visible, under like conditions, from a distance of at least five hundred feet to the rear of such bicycle. Such a reflector lamp on the rear shall be of a diameter of at least one and one-half inches. Every bicycle shall also be equipped with brakes in good condition. All whistles or sirens are prohibited. All mechanical parts of the bicycle shall be in good working condition. (Ord. 400, §6, 11-2-53.)

§11-34. Entering or Emerging From Alley or Driveway.

The operator of a bicycle emerging from an alleyway, driveway or building shall upon approaching a sidewalk or the sidewalk area extending across an alleyway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.(Ord. 400, §8, 11-2-53; Ord. 1513, 2-20-84.)

§11-35. Penalties for Violation.

Any complaint charging a violation of §11-28 of the Gillette City Code shall be dismissed if before the time of trial the person charged complies with that section. Any person convicted of any violation of §11-27, or §11-29 through §11-34, or §11-36 may be fined a maximum of $200.00 plus court costs. (Ord. 400, §8, 11-2-53; Ord. 861, §14, 12-6-76; Ord. 1513, 2-20-84.)

§11-36. Operation on sidewalks in C-2 Zones prohibited.

It is unlawful for any person to operate any bicycle, skateboard or roller skates on any sidewalk in any area of the City which is zoned C-2, Central Business District. A skateboard is a single platform, mounted on wheels, which is propelled solely by human power and which has no mechanism or other device with which to steer or to control the movement or direction of the platform. Roller skates are platforms mounted on wheels

which are attached to the feet of the operator, which are propelled solely by human power and which have no mechanism or other device with which to steer or to control their movement or direction.

Any person violating this section shall be subject to a fine of not more than $200.00, exclusive of court costs. (Ord. 1147, 10-20-80.)

Article V. Snowmobiles

§11-37. Operation Only in Emergencies.

No snowmobile shall be operated within the incorporated limits of the City except with permission and in the event of an emergency. The presence of an emergency shall be determined by the City Administrator. Permission may be granted only by the City Administrator. (Ord. 532, §2, 4-9-68; Ord. 553, 12-2-68; Ord. 861, §16, 12-6-76.)

§11-38. Valid driver's or chauffeur's license prerequisite to operation.

No snowmobile shall be operated until the driver thereof shall have in his possession a valid driver's or chauffeur's license issued under the Motor Vehicle Law of the state. (Ord. 608, §3, 1-13-70.)

§11-39. Required equipment.

Every snowmobile shall be at all times equipped with a muffler in good working order and in constant operation to prevent excessive and unusual noise and annoying smoke.

Every snowmobile shall be equipped with brakes adequate to control the movement of and to stop and hold such snowmobile. (Ord. 608, §§ 4, 5, 1-13-70.)

§11-40. Emergency operation.

All snowmobiles, when authorized to operate in time of emergency, shall exhibit a red flag or cloth not less than twelve inches square and hung or suspended five feet above ground level so that the entire area thereof is visible from all directions while on any roadway. (Ord. 608, §6, 1-13-70.)

§11-41. Unlawful and unsafe operation.

It shall be a misdemeanor for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any roadway any snowmobile or combination of vehicles which is in such unsafe condition as to endanger any person or property, or which does not contain those parts or is not at all times equipped with such equipment in proper condition and adjustment as required by this Article or which is equipped in any manner in violation hereof. (Ord. 608, §7, 1-13-70.)

§11-42. Subject to inspection and test for safety and legal operation.

The City Police and members of the State Highway Patrol and county officials, may at any time upon reasonable cause to believe that a snowmobile is unsafe or not equipped as required by this article, or that its equipment is not in proper adjustment or repair, require the driver of such snowmobile to stop and submit such snowmobile to an inspection and test with reference thereto as may be appropriate. No person shall operate any snowmobile after receiving notice with reference thereto as provided, except as may be necessary to return such snowmobile to the residence or place of business of the owner or driver to a garage, until such snowmobile and its equipment have been placed in proper repair and adjustment and otherwise made to conform to the requirements of this article. (Ord. 608, §8, 1-13-70.)

§11-43. Operator subject to all rules of the road pertaining to vehicles.

Every operator of a snowmobile shall observe all of the rules of the road pertaining to vehicles. All ordinances of the City pertaining to the operation of vehicles, to the extent that the same are not in conflict herewith shall be applicable to the operation of snowmobiles and are adopted by reference and made a part hereof,, the same as is set forth fully herein. (Ord. 608, §9, 1-13-70.)

§11-44. Towing by rope or flexible coupling; coupling of sleighs and cutters.

No snowmobile shall pull any skier, sled or other combination vehicle by rope or flexible coupling, all sleighs or cutter shall be safely and securely affixed to the snowmobile by direct coupling, sold tongue or triangular shaped tow bar not to exceed

forty inches in length, being securely affixed to two points on the sleigh or cutter with one flexible joint at the center of the snowmobile. (Ord. 608, § 10, 1-13-70.)

§11-45. Penalty.

Any person who shall violate one or more of the provisions of this article shall be subject to a fine not to exceed two hundred dollars. (Ord. 608, § 11, 1-13-70.)

§11-46. Adult School Crossing Guards.

A. To maintain the orderly movement of pedestrian and vehicular traffic consistent with the safety of children attending school in the City of Gillette, the Campbell County School District may employ adults, hereinafter known as Adult School Crossing Guards. Adult School Crossing Guards shall be authorized flagmen and shall have the authority of flagmen when in the course of their duties.

B. Adult School Crossing Guards shall wear a distinctive vest, arm band or other clothing clearly different from uniforms worn by Peace Officers, so that they can be easily recognized by the public. They may carry stop paddles with "STOP" on one or both sides for the purpose of signaling traffic to stop.

C. The Campbell County School District is responsible for the selection, employment, training and supervision of Adult School Crossing Guards.

D. Adult School Crossing Guards are authorized to stop traffic at locations where cross walks are painted upon City Streets to permit school children to cross those same streets.

E. No person shall willfully fail or refuse to comply with any lawful order or direction of any Adult School Crossing Guards, issued pursuant to the terms of this ordinance.

F. The Campbell County School District may authorize sStudent patrols to assist Adult Crossing Guards, and is responsible for the selection, employment, training and supervision of students for participation in sStudent patrols. Student patrols may be used to direct and control children at crossings near schools and to assist Adult Crossing

Guards. Members of sStudent patrols have no authority to stop traffic or to direct vehicular traffic. (Ord. 2024, 1-16-96)

Article VI. TRUCK ROUTE.

§11-47. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings as ascribed to them within this section:

(a) **Deviating Truck** – a truck which leaves and departs from a truck route.

(b) **Truck** – any commercial motor vehicle that has a gross vehicle weight rating (GVWR) of more than 26,000 lbs, or a gross combined weight rating (GCWR) of 33,000 lbs.

(c) **Truck Route** – a way over public streets, as designated in this article, over and along which trucks must travel.

(d) **Gross Vehicle Weight Rating (GVWR)** – the maximum amount of weight allowable as established by the manufacturer for the truck, equipment, payload, fuel and occupants.

(e) **Gross Vehicle Weight (GVW)** – actual weight of the individual unit, such as a truck or tractor, including all equipment, fuel, and payload drive.

(f) **Gross Combined Weight Rating (GCWR)** – the maximum amount of weight allowable, as established by the manufacturer, for the truck, trailer, equipment, payload, fuel, and occupants.

(g) **Destination Point.** The location where a truck performs its commercial function, such as loading or unloading its contents.

(h) **Trailer**-any vehicle defined as a trailer, semitrailer, pole trailer, or housetrailer under Wyoming law at W.S. § 31-5-102. (Ord No. 3161, 8-6-2001)

§11-48. Application of Article Provisions.

The provisions of this article shall apply to the operation of trucks within the City unless such provisions are in conflict with established State or Federal law. (Ord No. 3161, 8-6-2001)

§11-49. Streets designated for truck use.

The following streets within the City limits are hereby established as truck routes:

(a) Bypass Routes – Peripheral routes which shall be used in all instances by trucks serving destination points outside the City limits.

1. All of HWY 14/16 within the corporate limits.
2. All of HWY 59 within the corporate limits.
3. All of Interstate 90 within the corporate limits.
4. Highway 50.
5. Southern Drive.
6. Garner Lake Road.
7. Force Road.
8. Northern Drive.

(b) Intracity Routes – Truck routes which serve to provide a more direct route to destination points within the City limits.

1. 4-J Road from Southern Drive to Westover Road.
2. Westover Road from 4-J Road to Skyline Drive.
3. Lakeway Road from 4-J Road to HWY 59.
4. Boxelder Road from 4-J Road east to Garner Lake Road.
5. 1st street from Brooks Avenue to HWY 14/16.
6. Burma Avenue from HWY 14/16 to Warlow Drive.
7. Butler Spaeth Road south of Boxelder.
8. Warlow Drive from HWY 14/16 east to Garner Lake Road.

(Ord No. 3161, 8-6-2001; Ord. 3314, 5-3-2004; Ord. 3527, 12-17-2007; Ord. 3723, 5-16-2011; Ord. 3783, 2-4-2013)

§11-50. Truck traffic within the City limits.

The operation of trucks over any city street, which is not designated as a truck route, shall be permitted only for the purpose of reaching a point of destination by the shortest route, provided that:

(a) One destination point – All trucks having a single destination point shall proceed only over an established truck route, and shall deviate only at the intersection nearest the point of destination. A deviating truck shall return to the truck route by the shortest possible route.

(b) Multiple destination points – All trucks having multiple destination points shall proceed only over established truck routes, and shall deviate only at the intersection nearest the first point of destination. Upon leaving the first destination point, a deviating truck shall return to the nearest truck route in the same direct manner as it arrived, and proceed to other destination points by the shortest direction, and only over streets upon which truck traffic is allowed unless the distance to the next destination is less than the distance to the truck route. Upon leaving the last destination point, a deviating truck shall return to the truck route by the shortest permissible route. (Ord No. 3161, 8-6-2001; Ord. 3527, 12-17-2007)

§11-51. Exempt vehicles.

This Article shall not prohibit the following from traveling upon any city street:

(a) Emergency vehicles
(b) School buses
(c) City owned vehicles or trucks
(d) Trucks operating under the direction of a signed detour route. (Ord No. 3161, 8-6-2001)

§11-52. Enforcement.

The Chief of Police, or his appointee, shall have the authority to require the driver of any truck operating on the streets of the city, and which he has reason to believe is oversize or otherwise in violation of this Article, to proceed to a stopping place for verification of the truck's GVWR or GCWR, whichever is applicable, for compliance with this Article. (Ord No. 3161, 8-6-2001)

§11-53. Map maintenance authority.

The City Engineer shall keep and maintain accurate maps setting out truck routes and streets upon which truck traffic is permitted, to be known as the official Truck Route Map. The official Truck Route Map shall be available in the office of the City Engineer and shall be accessible on the City of Gillette web page. The City Engineer shall post appropriate signs.(Ord No. 3161, 8-6-2001; Ord. 3527, 12-17-2007)

§11-54. Truck and Trailer Parking.

(a) Neither Trucks nor trailers may be parked on City streets for more than 5 minutes at a time, except while performing their commercial service such as making a delivery or picking up items at a delivery point.

(b) Non-commercial trailers may not be parked on a city street for longer than 24 hours. (Ord No. 3161, 8-6-2001)

§11-55. Load Restrictions for Designated Streets or Structures.

No person shall operate any truck upon any street or structure within the City in violation of any sign erected pursuant to §11-3 of the G.C.C. which sets specific weight limits for that street or structure. (Ord No. 3161, 8-6-2001)

§11-56 Jake Brakes Prohibited.

No person shall operate or use any vehicle engine compression brake or " jake brake" within the corporate limits of the City of Gillette. (Ord No. 3161, 8-6-2001)

§11-57. Structure Moving Permit

A Structure Moving Permit (Permit) is required before any person transports certain oversize or overweight structures on City streets in and around the City of Gillette.

(a) A Permit is required to transport structures equal to or greater than 17 feet in height, or 18 feet in width, or having a weight equal to or greater than 150,000 pounds when the destination point(s) are outside the city limits and the route is totally on the Bypass route.

(b) A Permit is required to transport structures equal to or greater than 16 feet in height, or 12 feet in width, when any internal city streets are part of the route.

(c) In order to obtain a Structure Moving Permit, an applicant must fill out an application supplied by the City Clerk and pay a non-refundable fee of $100 to offset the City's cost in enforcing this ordinance. The Application will be reviewed for approval by the Police Department, Engineering Division and Electrical Division. The applicant will attach a map of the route they intend to use and shall only use the route that is approved. (Ord. 3743, 11-21-2011)

§11-58. Violation penalty.

It is unlawful for any person to operate or cause to be operated any truck within the city in violation of this Article. (Ord No. 3161, 8-6-2001)

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

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DATE: 12/3/2024 6:00:00 PM

SUBJECT:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

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Council Meeting Safety & Public Meeting Rules

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
  - State their name
  - State their physical address
  - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.

P.O. BOX 3003 • GILLETTE, WY 82717-3003